

AGREEMENT

BETWEEN



AND



EXPIRES JUNE 30, 2015

Agreement Between
UNIVERSITY OF NEW MEXICO HOSPITALS
And
COMMUNICATIONS WORKERS OF AMERICA

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AGREEMENT

This Agreement is made and entered into by and between the University of New Mexico Hospitals, hereinafter referred to as the "Employer," "UNMH," or the "Hospital," and the Communications Workers of America, hereinafter referred to as "CWA" or the "Union." The parties hereto mutually agree as follows:

Article 1 – RECOGNITION

- A. The Parties acknowledge the Labor Relations Policy of the University of New Mexico, Health Sciences Center, University of New Mexico Labor Management Relations Board as approved by the New Mexico Public Employee Labor Relations Board on May 12, 2006, as the governing policy for the conduct of all relations between the Hospital and the Union.

- B. The Hospital recognizes the Union as the sole and exclusive representative for all employees employed at the Children's Psychiatric Center (CPC), Carrie Tingley Hospital (CTH), University of New Mexico Psychiatric Center (UNMPC), Addictions and Substance Abuse Programs (ASAP) and affiliated clinics as listed in Appendix A. This excludes:
 - 1. all administrative and supervisory personnel;
 - 2. professional employees;
 - 3. registered or certified professional and semi-professional employees;
 - 4. temporary employees;
 - 5. TERM employees;
 - 6. regular employees temporarily assigned to these facilities;
 - 7. all employees employed in an FTE status less than 0.5;
 - 8. security officers and guards;
 - 9. employees engaged in personnel work;
 - 10. all other employees not specifically included or otherwise listed in Appendix A; and,
 - 11. confidential employees (defined as those who in the course of their normal work have access to payroll records and other critical fiscal information and data, labor relations records and information and employee personnel, discipline and evaluation and appraisal records, and those employees who are specifically employed as such).

- C. An employee, pursuant to this Agreement, is defined as any regular staff employee that has acquired seniority pursuant to Article 11. 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 individually in bringing grievances or matters of personal concern to the attention of appropriate Employer officials for resolution consistent with the terms of this Agreement.

Article 2 - MANAGEMENT RIGHTS

The Parties understand and agree that the terms of this contract are subject to all facility-wide policies, and applicable federal and state laws and regulations including the extent that they are pertinent to this Agreement, but not limited to, those of the New Mexico Department of Health, New Mexico Human Services Department, and applicable professional licensing boards and the Centers for Medicare and Medicaid Services (CMS) as well as the standards of accrediting organizations such as The Joint Commission (TJC) and the University of New Mexico Labor Management Relations Board as approved by the New Mexico Public Employee Labor Relations Board on May 12, 2006.

The UNM Board of Regents has delegated oversight for the non-educational, non-research activities of the HSC clinical facilities to the Clinical Operations Board, regardless of whether the affected employees are assigned to the University Hospital personnel system or the UNM personnel system. 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.

Article 3 - GENERAL PROVISIONS

The Employer and the Union recognize that the Employer has certain powers, discretion and duties that, under the Constitution and laws of the State of New Mexico, may not be delegated, limited or abrogated by Agreement with any Party. Accordingly, if any provision of this Agreement or any application of this Agreement to any employee covered hereby will be found contrary to law by a Court of competent jurisdiction or legislative action, such provision or application will have effect only to the extent permitted by law, but all other provisions or applications of this Agreement will continue in full force and effect.

Article 4 - NONDISCRIMINATION

- A. The Employer or its representatives shall not interfere with, restrain, intimidate or coerce employees in the exercise of their rights to join or refrain from joining a labor organization. Nor shall the Employer dominate or interfere with the formation or administration of the Union, or contribute 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 or Union activity by discrimination in regard to hire or tenure of employment or any term or condition of employment.
- B. Neither the Union, its agents or representatives or any employee shall restrain, intimidate or coerce employees in the exercise of their rights to join or to refrain from joining the Union; nor cause or attempt to cause the Employer to discriminate against employees in violation of Section A above.
- C. It is the policy of the Employer and the Union that the provisions of this Agreement be applied to all employees covered by the Agreement. This shall be without regard to race, color, religion, political belief, age, sex, creed, sexual orientation, national origin or disability, with respect to tenure of employment or any term or condition of employment.
- D. Any grievances charging a violation of this Article will be processed in accord with Article 25, Grievance Procedure. A detailed statement setting forth all the facts in support of the allegation must be filed within three (3) workdays of the date the grievance is filed. A failure to submit such a statement will render the grievance null and void.

Failure to pursue a grievance pursuant to this section shall not preclude the employee from pursuing issues of discrimination through other remedies.

Article 5 - UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

- A. No employee shall engage in any Union activity, including the distribution of literature that interferes with the performance of work during work time or in working areas of the Hospital. Solicitation of memberships, dues, or other internal Union business shall be

conducted only during the non-duty hours of the employees concerned in areas other than the employee's workstations. Solicitation includes electioneering of any kind.

- B. Designated Union Officials and/or designated Union and Local Union Representatives shall have reasonable access to the Hospital to confer with the Human Resources Department, Union officials, and individual employees and to monitor the administration of this Agreement. When the Union official or representative finds it necessary to enter the Hospital, he/she shall give prior notice to the Human Resources Administrator or designee, specifying the purpose of the visit. Such visits shall be of reasonable duration and frequency consistent with the Union's obligation and shall not interfere with patient care or Hospital operations. Meetings with Union officials and employees in work areas shall be conducted in a location designated by the supervisor. Activities of the Union official or representative shall be limited to those provided herein.
- C. The Union office shall notify the Human Resources Administrator, in writing, of the designated Union and Local Union representatives of the Communications Workers of America who will be conducting business with the Employer.

Upon entering the Hospital, the representative shall report to the designated Human Resources Department representative. Under no circumstances is the representative to enter any working area of the Hospital without reporting as provided herein, when conducting Union business.

- D. Upon entering any work area of the Hospital, the Local Union representative shall notify the Supervisor on duty and inform him/her of the purpose of the visit.
- E. 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.
- F. 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 in effect for any other member of the public or in accordance with this Agreement.
- H. The Hospital will provide for the Union five (5) locked enclosed bulletin boards for use in posting Union-related material and notices. The Human Resources Department shall retain a duplicate key. The location of these boards will be agreed on mutually between the Union and the Human Resources Administrator and shall be at conspicuous places, readily accessible to employees in the course of their employment.
- I. No material which is libelous, of a partisan political nature or of a personally derogatory nature shall be posted by the Union or the Hospital. No material that is directed at organizing non-bargaining unit employees shall be posted on Union bulletin boards.

- J. During new employee orientation, a Union representative shall be permitted time during a break period to make a presentation to those employees who choose to participate.

Article 6 - CHECK-OFF OF UNION DUES/COPE

A. Dues Check Off

1. No employee shall be required to join or maintain membership in the Union as a condition of employment.
2. Employees may elect to become a member of the Union by executing a voluntary Authorization for Check-Off of Dues Form, designating that a portion of his/her wages representing uniform monthly dues be withheld and forwarded to the Union.

The Employer will not deduct dues from the wages of bargaining unit employees for any other labor organization(s) who have a bargaining relationship with the University Hospital.

3. Upon receiving an Authorization for Check-Off of Dues Form, the Employer shall deduct dues, as fixed by the Union, from the biweekly wages of the employee. An employee who executes such form shall continue to have his/her dues deducted until the employee **notifies the Union** in writing that he/she wishes the deduction of dues to cease **and the Union notifies the Human Resources Department in writing that dues should cease.**

The cancellation notice may be filed at any time during the months of July and January, and shall become effective at the beginning of the pay period following the filing of the notice **by the Union.**

The Employer 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.

4. Deductions made under Section A of this Article will be remitted by the Employer to the Secretary-Treasurer of the Union within fifteen (15) calendar days after the end of the final pay period each month.
5. The dues deduction remittance will include a list of all employees for whom deductions have been made.
6. The Employer will correct any errors in payment to the Union or deduction/payment of the affected employee within thirty (30) days of notification and confirmation by the Union or the affected employee, and verification by the Employer, indicating that the Employer has failed to deduct dues when authorized by the employee or failed to cease deducting dues when the employee has withdrawn his or her authorization for deduction.

7. On a quarterly basis the Employer will transmit to the Union and Local Union a list of all eligible employees in the bargaining unit, their work location, rates of pay and date of hire.
8. Solicitation of memberships, 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.
9. The Authorization of Check-Off of Dues Form shall be in the form set **forth in Appendix B.**

B. COPE Authorization

It is agreed that upon receipt of a properly and voluntarily executed authorization form signed by an eligible employee, UNMH will deduct from the employee's biweekly wage the amount of COPE certified by the employee. These deductions shall be transmitted monthly to the Communications Workers of America Committee on Political Education ("CWA-COPE-PAF").

All authorization for deduction mentioned in this Section shall continue until one of the following occurs:

1. Employees may revoke their CWA-COPE-PAF deductions **by notifying the Union in writing;** a copy of such revocation request must contain the employee's signature. **The Union shall notify the Human Resources Department in writing that the deduction should cease.**
2. The employee is terminated or otherwise separates from employment.

The deduction form used shall be a facsimile of the language found in Appendix C of this Agreement.

- C. It is understood that UNMH assumes no further responsibility in connection with these authorized deductions except to act as remitting agent in forwarding the lists and deductions to the Secretary-Treasurer of the Union. The Union, its membership and individual members of the bargaining unit agree to hold UNMH safe and harmless of any legal action concerning the deductions of Union dues/COPE or failure to deduct Union dues/COPE.

Article 7 - EXCUSED ABSENCE FOR UNION DUTIES

- A. The Union may request that Union members be excused from their work duties to carry on official Union business.
 1. Requests for Union absence will be made in writing by the Local Union to the Administrator of Human Resources, or designee, no less than five (5) working days prior

to the commencement of the requested absence. The Employer will respond to such requests within two (2) working days from receipt of the absence request.

2. In emergency situations, requests may be made verbally as soon as practical and the Employer will make a good faith effort to respond in a like manner. Such requests will be confirmed in writing, by the Local Union, within five (5) working days.

B. Union Leave of Absence

Upon approval by the Employer, Local Union Representatives, may be granted a leave of absence without pay subject to the following provisions:

1. with credit for seniority as defined in Article 11;
2. with eligibility to continue group insurance benefits in which the employee was enrolled;
3. with guarantee of reinstatement to the job vacated or one of equal pay;
4. for a specific period of time acceptable to the Employer, but not to exceed six (6) months.
5. The Employer's obligation under this Article shall cease upon ten (10) calendar days written notice to the Local Union should the terms of the excused absence be violated by the member.

- C. For the purpose of adjusting complaints in accordance with the grievance procedure, the Union may name no more than **ten (10)** employee Local Union Representatives. The Union will provide the Administrator for Human Resources, or his/her designee, a list of the designated employee Local Union Representatives. No more than five (5) hours of collective time each week will be paid for union business. Time beyond this will be charged to leave without pay. **No more than two (2) employee Local Union Representatives from one (1) work scheduling group may be permitted to engage in union business at the same time during work hours.** Upon approval from their supervisors, Local Union Representatives shall be excused with pay from their assigned work duties to:

1. represent employees in grievance hearings with the Employer when the hearings are held during the working hours of such Local Union representatives;
2. confer with involved Employer officials regarding specific grievances, or meetings where management will be conducting investigatory interviews with employees;
3. confer with involved Employer officials announcing disciplinary action;
4. confer with involved Employer officials at the direction of the Employer, regarding issues or actions which affect bargaining unit employees;

5. to respond orally, in writing, or both to a notice of proposed disciplinary action received by a bargaining unit employee, when requested by the employee.
- D. Meetings called by the Employer for discussion and consultation with a Local Union representative, during the local Union representative work time, will be with pay. Such absences from work assignments shall be considered time worked. Employees will not be compensated for any time beyond the normal work hours spent in any of the situations identified in this Article.

Article 8 - UNION-EMPLOYER SAFETY COMMITTEE

- A. The Chief Nursing Officer or his/her designee(s) will conduct quarterly staff safety meetings to discuss employee and patient safety issues **unless such issues are addressed by the Labor-Management Committee.**
- B. In the event the issues arise that are beyond that which is normal to the primary job duties of an employee or which present an unsafe condition for an employee and the issues cannot be promptly addressed and/or corrected by the appropriate manager, supervisor or facility safety committee, the Local Union designee will present those issues to the appropriate facility Executive Director.
- C. The Employer shall make every reasonable effort to provide and maintain safe working conditions. Employees who observe any unsafe or unhealthy conditions in their work environment which places them in jeopardy or risks of injury, beyond that which is normal to the primary job duties, shall report it to an appropriate manager or supervisor for prompt correction.
- D. Employees who discover any conditions in their work environment which places the employee in jeopardy or risks of injury, beyond that which is normal to the primary job duties shall be able to refuse to work in such unsafe work environment until the risk or jeopardy is corrected. The employee will not be disciplined or reprimanded for reporting or refusing to work under such conditions.
- E. If the safety question is not settled by the department manager or supervisor, the Union shall refer the matter to the appropriate Executive Director or Administrator.
- F. The Employer shall encourage all employees to report all accidents immediately, as required by existing policies. The Employer shall require all supervisors to comply with current policies and instructions concerning reporting of accidents and providing medical services to employees.
- G. Unresolved safety concerns or issues shall be referred to the Labor Management Committee for resolution.

Article 9 - RESPONSIBLE EMPLOYER/UNION RELATIONSHIP

- A. The Union and the Employer will continue to work toward a professional labor-management relationship characterized by mutual responsibility and respect, consistent with the interest of the clinical, research and public service mission of the Employer and the Union's status as the sole and exclusive representative for covered employees regarding wages, hours and terms and conditions of employment.
- B. Each party shall bring to the attention of employees in the bargaining unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and to respect the measures they have agreed upon to ensure adherence to this purpose.
- C. The Union recognizes and agrees that high standards of workmanship, efficiency, work quality and productivity are in the mutual best interests of both the Employer and the Union.
- D. The Employer recognizes and agrees that respect for employee diversity and skill development is in the mutual interest of the Employee and the Employer. To that extent, the Employer shall offer appropriate and effective English as a Second Language (ESL) training for employees with communication requirements. The Employer agrees that it shall provide language interpreters for employees, if available and requested, whenever training, development, or disciplinary actions occur.

Article 10 - MOVEMENT OF PERSONNEL

A. Shift Transfer

- 1. When a bargaining unit vacancy occurs within a work scheduling group and the Employer decides to fill that shift, management for the work scheduling group shall notify all employees within the work scheduling group employed in the same job classification as the vacated position. Employees who desire to change shifts shall have five (5) consecutive weekdays to submit their shift preferences to management in writing. Shifts shall then be reassigned based on seniority.**
- 2. An employee who successfully bids on a different shift shall not be eligible for another such transfer for a period of six (6) months.**
- 3. Employees who are on a performance improvement plan shall not be eligible for shift transfer until after successful completion of the performance improvement plan.**
- 4. The vacancy that remains after reassignment of shifts may then be posted in accordance with Section B below. If no qualified internal employee bids on the open shift within the 5-day notice period, the vacancy may be posted in accordance with Section B below.**

B. Job Posting

When the Employer decides to **hire for a bargaining unit** vacancy, it will be posted hospital wide for a minimum of five (5) consecutive weekdays.

1. Job postings will consist of advertisement **electronically on** the Hospital intranet.
 2. All applicants will be considered on the basis of qualifications, demonstrated abilities, performance, skills and knowledge. First consideration will be given to bargaining unit employees on layoff status or bargaining unit employees who have received layoff notice. In the event two (2) or more applicants are equally qualified after completion of the employment process to include the interview, employment hospital seniority will be used as the determining factor.
 3. By written Agreement between the Union and the Human Resources Administrator, the requirement to post certain vacancies may be waived.
 4. Employees will be notified in writing of the selection or non-selection for positions that they have applied for.
- C. An employee promoted or transferred during the probationary period will be required to serve a new probationary period in the new position.
- D. An employee who receives an inter-department transfer to an equal or lower rated job pursuant to these provisions shall not be eligible for another such transfer for a period of one (1) year unless authorized in writing by the Human Resources department.
- E. If the employee transfers to a position with a classification which is at a lower pay range the salary will be reduced to either the entry of the new salary range or by 5%, whichever represents the smaller reduction in salary. If a 5% reduction would result in the employee's salary being above the maximum of the salary range, then the employee's salary shall be reduced to the maximum of the salary range.

If the employee is promoted to a higher rated job the employee shall receive the entry salary of the position or a 5% increase in pay per each higher grade whichever is greater, however, no increase may be above the top rate of pay for the promoted position.

- F. If it is determined by the Employer that the employees are not performing the job satisfactorily, they may be returned to their former job and pay status within thirty (30) calendar days.

Should the former job no longer exist, 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.

G. For purposes of layoff and recall, seniority is defined as the total length of continuous service with the Employer applied within the work scheduling group employed and to the current classification held.

1. In the event of a reduction in force layoff, Management will notify the employees involved and the appropriate Union representatives of the effective date as soon as practicable but in no event less than sixty (60) calendar days prior to the effective date of the layoff. In the event less than sixty (60) calendar days' notice is given, the affected employees shall either continue to work at the employee's regular rate of pay or receive severance pay from the date of notice until 60 calendar days post notice in lieu of such notice.
2. Temporary and probationary employees in the work scheduling group shall be laid off first without regard to their individual periods of employment. Employees will be reduced/laid off on the basis of reverse seniority (most junior first). "Qualified to perform" where used throughout this Agreement means more than capable of learning. It means qualified to perform in a proficient, workmanlike manner, with normal break-in and orientation, but without prolonged or detailed training, and without undue loss of efficiency or interruption of service.
3. An employee reduced/laid off may be placed in a vacant position at the same or lower level in another classification provided the employee is qualified to perform the work.
4. An employee reassigned to another job in a reduction in force will be paid_r at the appropriate grade of the classification and job to which the employee is assigned.

H. Recall from Layoff

1. Employees laid off from the workforce shall be recalled from layoff in the order of their seniority to jobs at the same or lower level they are qualified to perform.
2. An employee shall retain the right to be recalled for a period equal to the employee's accumulated seniority or twelve (12) months whichever occurs first.
3. An employee on layoff from a seniority group may be offered, for a period equal to the employee's accumulated seniority or twelve (12) months whichever occurs first in order of the employee's seniority, a job the employee is qualified to perform in another classification.
4. Employees being recalled from layoff will be notified by U.S. certified mail. The recall notice will be mailed to the most current address available in the Human Resources Department. Employees on layoff status shall provide the correct current mailing address to the Human Resources Department.
5. Failure to provide the correct mailing address or failure to report for processing within seven (7) calendar days of receipt of recall notice will result in forfeiture of any and all

recall rights and the Employer shall have no further layoff or employment obligations to the employee.

6. An employee who is impacted by a layoff will not accrue annual leave hours while on layoff. However, such employee who is re-employed into a benefits eligible position will accrue annual leave at the same rate accrued at the time of layoff, if the re-employment occurs within one (1) year of layoff. Employees rehired after the expiration of one (1) year as specified above will be considered new hires for annual leave purposes.
7. An employee who is impacted by a layoff will not accrue sick leave hours while on layoff. Unused major sick leave in the employees account at the time of layoff will be reinstated for employees who are re-employed within 180 calendar days. Employees rehired after the expiration of 180 calendar days as specified above will be considered new hires for sick leave purposes.

Article 11 - SENIORITY, PROBATIONARY PERIOD, AUTOMATIC TERMINATION

- A. An employee's **Hospital** seniority with the Employer shall be **calculated as follows:**
 1. **Hospital seniority is the length of an employee's present continuous period of regular full-time or part-time employment in the bargaining unit. Hospital seniority shall start over when returning to the bargaining unit from a casual pool or non-represented position.;**
 2. When an employee is rehired **into a bargaining unit position** within thirty (30) calendar days after resignation or discharge **from a bargaining unit position, the employee's original seniority date shall be restored.;**
 3. Any approved leave, **including Family Medical Leave Act (FMLA) leave, shall not impact an employee's seniority date.**
- B. **Work Scheduling Group shall refer to a single group of employees scheduled together for work and vacation schedules.**
- C. **The Hospitals shall post, semi-annually, within each work scheduling group, a seniority list of all bargaining unit employees in the work scheduling group.**
- D. An employee shall be considered probationary for the first five (5) months of employment. Such probationary period shall be time worked exclusive of injury, leaves or other unpaid status. During such probationary period an employee may, at the Employer's discretion, be relieved from employment. However, such separations shall be subject only to Step Two of the Grievance Procedure. It is understood by the Parties that all other provisions of this Agreement shall apply to probationary employees unless the provisions of this Agreement expressly deny such application.
- E. An employee's employment status with the Employer shall automatically terminate when:

1. The employee fails to report for work for a period of two (2) consecutive working days without leave approved by the immediate supervisor or designee, prior to the commencement of the leave. Such separations shall be considered a resignation.
2. Such automatic separations shall be rescinded when it is determined by the Human Resources Administrator or designee, that the circumstances of such absences were justified and precluded giving notification or receiving approval for such absence. The Human Resources Administrator or designee, will require satisfactory evidence supporting the absence.

F. **In the event that more than one (1) employee has the same seniority date, the employee with the highest last four (4) digits in their social security number shall be considered the most senior (e.g., 9635 is more senior than 6742).**

Article 12 - WAGES AND ALLOWANCES

A. Wages & Allowances

1. **The current pay plan shall remain in effect upon the effective date of this Agreement.**
2. **Pay equity shall be a standing agenda topic at the Labor-Management Committee.**

B. Hire Rate

1. The starting wage for employees with minimum qualifications is the minimum of the wage scale for the employees in their respective grade level.
2. Entry pay may be adjusted based on qualifications as reflected in the Employer's Wage and Salary Administration Policy.

C. Promotions

Employees who are promoted to a higher rated job within the bargaining unit, will receive the entry wage level of the position or a five percent (5%) increase per each higher grade whichever is greater, however, no increase may be above the top rate of pay for the promoted position.

D. Temporary Upgrades

Employees may occasionally perform duties above their grade or classification. If an employee primarily performs work at a higher grade over an extended time, the employee will receive a minimum of a five percent (5%) salary increase, but not more than a ten

percent (10%) increase for the assumption of such duties provided the period is for more than 120 consecutive calendar days.

E. Shift and Weekend Differential

1. Weekday night differential of seventeen percent (17%) will be paid to employees for all hours actually worked between the hours of 7:00 P.M. and 7:30 A.M. weekday nights (Monday through Thursday).
2. Weekend day differential of fifteen percent (15%) will be paid to employees for all hours actually worked between the hours of 7:00 A.M. and 7:30 P.M. weekend days (Saturday and Sunday).
3. Weekend night differential of twenty-six percent (26%) will be paid to employees for all hours actually worked between the hours of 7:00 P.M. and 7:30 A.M. weekend nights (Friday, Saturday or Sunday).

F. Use of Personal Automobile

Employees required by the Employer to use their personal automobile for travel between job locations during their work schedule shall receive mileage reimbursement at a rate in accordance with Employer policy.

G. Uniforms

1. Employees may be required to wear uniforms. If uniforms are required by the Employer, the Employer agrees to continue current practice for uniform leasing, or purchase five (5) uniforms per fiscal year for each employee. Employees who provide direct patient care may elect to have scrub uniforms purchased rather than uniform work shirts. The Employer may purchase additional garments or accessories as it deems necessary. The Employer will replace a uniform that is damaged through no fault of the employee in the performance of the employee's job duties. As a condition of employment, employees will be required to wear their uniforms on the job and assume full responsibility for their cleanliness and maintenance (unless provided otherwise by lease agreement). If uniform bottoms are not provided, employees shall wear appropriately coordinated bottoms (pants, skirts, etc.) with the uniform top that are consistent with the Hospital's dress code policy. Where it is Employer practice to furnish and maintain aprons, smocks or other over apparel, such practice will be continued.

Employees shall return uniforms upon separation of employment. Uniforms shall be a standing agenda topic at the Labor-Management Committee.

2. If safety shoes are required by the Employer, the Employer agrees to continue such practice. As a condition of employment, employees will be required to wear their safety shoes on the job and assume full responsibility for the maintenance of such shoes. The maximum allowance for safety shoes will be ninety-five dollars (\$95.00).

H. Paydays

Employees will be paid every two (2) weeks, normally on Friday. However, when payday falls on a holiday employees will be paid, when practical, on the workday preceding the holiday. The Employer will make a good faith effort to pay night shift employees at the end of the work shift that began on Thursday.

I. On-Call Pay

1. On-call pay is paid to employees who are required to remain available to return to work as reflected in Article 16, Work Hours and Schedules. Employees designated as being on on-call status will receive additional payment of four dollars (\$4.00) per hour for each hour in on-call status. On-call status is not time worked for the purposes of computing overtime compensation.
2. Employees on on-call status who are called back to work at other than their normal work schedule will be guaranteed a minimum of two (2) hours of pay at double time their regular hourly rate of pay. **If not physically called back to work, but asked to perform work via telephone/computer at locations other than UNMH properties, the employee shall receive double time for the time worked, but shall not be entitled to the minimum two (2) hours of double time.**
3. 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 is required to work on the holiday.

J. Travel and Per Diem

Employees who are required to travel, at the direction of the Employer for official Employer business, will receive per diem and travel reimbursement in accordance with the Employer's policy.

K. Licensures and Certifications

The employee will be responsible for paying the cost of all licenses, certifications and re-certifications or licensure required in the performance of their initial job duties and responsibilities.

In the event the Employer requires additional certification and licensure beyond the initial job requirements, the Employer will absorb the cost associated with such licensure or certification requirement.

L. Loss of Health Aids

Employees who suffer loss of health aids in the performance of required patient care, will be reimbursed the equivalent cost for the replacement of such loss.

M. Charge/**Lead** Duty Differential

Charge/**Lead** Duty Differential Employees assigned to temporary charge/**lead** duty shall receive a differential of one dollar and twenty cents (\$1.20) per hour. Charge/**lead** differential shall be considered as part of an employee base hourly rate for the purpose of computing overtime pay.

N. Crisis Response Team

1. Crisis Team Differential: Employees assigned to work in the crisis response team will receive a differential of one dollar and forty cents (\$1.40) for each hour of such assignment.

2. Crisis Team Captain: Employees assigned the duties of the Crisis Response Team Captain and work the full shift (minimum eight hours) in that capacity, will **also** receive **Charge/Lead Duty Differential for the duration of such assignment.**

O. Bilingual Employee Pay

1. Bilingual Employee Pay

Employees grandfathered under the Bilingual Employee designation shall continue to be paid the differential of twenty-five dollars (\$25.00) per week **if the following requirements are met:-**

- Take and pass “Bridging the Gap: A Basic Medical Interpreter Training.”
- **Provide fifty-two (52) documented interpretations or more per year.**

2. Senior Bilingual Employee Pay

Future Bilingual Employees will only be accepted for the stipend as the Senior Bilingual Employee level and in the areas needed as necessary to carry out the functions and mission of UNM Hospitals.

The qualified Senior Bilingual 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 the probationary period.
- Passed the testing at Advanced High or Superior level.
- Passed the “Bridging the Gap: A Basic Medical Interpreter Training.”

- Shadowed a Staff Interpreter for at least four hours and be shadowed for at least four hours.

Senior Bilingual Employees shall work in areas that have contact with patients.

The employee will provide **fifty-two (52) documented interpretations or more per year.**

P. Job Description Audit

The Union shall be entitled to raise at the Labor-Management Committee specific concerns with written job descriptions not accurately reflecting job assignments, which shall be reviewed by the Committee. Recommendations shall be developed when job description inaccuracies are established.

Article 13 – TRANSCRIPTIONIST PROGRAM

A. Scope

The following provisions shall cover those Transcriptionists that work on a production basis.

B. Compensation

For the Transcriptionist service performed the employee shall be paid at the rate of **\$0.0909** per transcribed line and **\$0.0505** per edited line. A line is defined as sixty-five (65) characters.

Each employee will also be assigned an hourly rate. This rate is either the hourly rate he/she is currently at as a Transcriptionist in the pay plan or the rate he/she would have been assigned upon hire/transfer, whichever applies. This hourly rate will be used to compute the employee's holiday, sick and annual leave pay and pay for any time that they are required to attend meetings, training session, or otherwise required to work off production by the hospital. Employees shall obtain supervisory approval prior to any hourly work. The hourly rate will be adjusted as needed for merit increases and for general salary adjustments. Each week, Transcriptionists will be paid one-quarter (0.25) hour of straight time at their hourly rate for the completion and submission of their time sheet.

During peak periods (i.e. holidays, vacations, **dictation backlog**) Transcriptionists may be required to work up to but no more than **450** credited hundred lines per week above their required line count, not to exceed four (4) consecutive weeks, and not to exceed nine (9) weeks in one calendar year. During these peak periods, these **450** credited lines per week over and above the FTE status line quota will be paid at the rate of **\$0.0943** per transcribed line and **\$0.0524** per edited line. Annual Leave will be available during these peak periods and will be subject to availability on the Leave Calendar.

C. Status

1. Transcriptionists will be required to commit to a specific FTE status, which will govern their required credited line count. A form acknowledging their FTE status will be kept in the employees' personnel file.
2. Transcriptionists are required to achieve a minimum of half their required pay period FTE status credited line count each week and are required to work a certain number of days per week per pay period:

1.0 FTE Status = A minimum of five days and 14,000 credited lines per week
0.9 FTE Status = A minimum of five days and 12,600 credited lines per week
0.8 FTE Status = A minimum of four days and 11,200 credited lines per week
0.75 FTE Status = A minimum of four days and 10,500 credited lines per week
0.7 FTE Status = A minimum of four days and 9,800 credited lines per week
0.6 FTE Status = A minimum of three days and 8,400 credited lines per week
0.5 FTE Status = A minimum of three days and 7,000 credited lines per week
0.4 FTE Status = A minimum of three days and 5,600 credited lines per week

For calculation purposes one (1) edited line will equal one (1) credited line and one (1) transcribed line will equal one and eight-tenths (1.8) credited lines.

D. Benefits

Benefits as outlined in the collective bargaining agreement will be prorated depending on FTE status.

For vacation and sick leave accruals, FMLA, and all other employment benefits based on hours worked, work on production shall be equal to one (1) hour of time worked for every 350 credited lines produced.

E. Expectations

1. Employees will be required to read and sign-off on periodic department or supervisor meetings and shall be compensated as outlined above.
2. The normal workweek shall be forty (40) hours per week unless specifically authorized in advance by the employee's supervisor. Overtime shall be computed in accordance with "piece work" within the Fair Labor Standards Act.
3. The workweek for FLSA purposes is 12:01 A.M. Sunday through Saturday midnight. The normal work hours will be 8:00 AM to 6:00 PM for the day shift, and 6:00 PM to 3:00 AM for the night shift. Employees scheduled by the Hospital to work evenings and/or weekends shall be paid shift/weekend differential pay on their lines consistent with Article 12 ~~I~~ E. of the agreement.
4. Transcriptionists will type/edit STAT dictations as assigned or on a rotating basis.

5. Transcriptionists will work around scheduled system down times. In the event of unscheduled downtime, Transcriptionists will receive one (1) hour straight time for every three (3) cumulative hours of downtime, to be capped at a total of four (4) hours of straight time for downtime in excess of twelve hours within a 24-hour period (starting at 12:01 AM and ending at midnight). Transcriptionist will inform Management via email of phone or system downtimes at the time it occurs. During these downtimes, Transcriptionists may elect to work in-house, at a computer specifically designated for the purpose of medical transcription. If one is not available, the Transcriptionists will be allowed to work as clocked in the Kronos System in accordance with their FTE status for the hours as outlined in E.4 designated as the normal work week of Monday through Sunday 8:00 AM to 6:00 PM.
6. Employees will follow the same hospital policies for requesting annual and unscheduled annual leave as other employees.
7. Transcriptionists are required to work a minimum of four (4) hours per day, in accordance with their FTE status. Failure to work a minimum of four (4) hours per day, in accordance to their FTE status and required days to work, without making prior arrangements with management, may result in an Absent Without Leave (AWOL) and the employee may be subject to disciplinary action.
8. Leaves are to be approved/disapproved within a reasonable time frame. Requests for leaves must be made and confirmed no later than 15:00 (and shall be approved or disapproved) on the day of the request. Waiting until the end of the pay period to request, approve, or deny a leave is unacceptable.
9. Transcriptionists who do not achieve their required FTE status credited line count by the end of each week for **two (2)** or more weeks may be subject to disciplinary action (Technology Down Time, Annual Leave, Sick Leave, **LWOP, and Workload Shortage** will be taken into consideration when computing a Transcriptionists required FTE status line count).
10. The Transcriptionists are required to maintain a high degree of quality in their work or **steps may be taken to address the quality of their work, including, but not limited to, the work** may be reassigned, **closer supervision and counseling**, or the individual may be required to come into the office for further training or cross training.

F. Equipment

1. The Hospital agrees to install all equipment it deems necessary for the employee to perform this job. The Hospital agrees to pay the installation and monthly fees for equipment maintenance and the business phone lines.

2. The employee agrees to safeguard all equipment and upon separation from the Transcriptionist program or termination of the transcription employee agreement, also agrees to return all equipment in good working condition, to the Hospital.

G. Confidentiality

The Transcriptionists remain subject to the Hospital policies governing confidentiality and security. Under no circumstances shall a Transcriptionist print any Protected Health Information (PHI).

H. Workload Shortage

If available workload is such that the requirements based on the FTE status set forth in Section C paragraph 2 above cannot be met, the employee will be given the option of taking annual leave, working in the office if management determines that such work is available, leave without pay or waiting until the workload picks up.

Article 14 - CENSUS MANAGEMENT

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

If an employee is reassigned or floated to another **work scheduling group**, it will be to a **work scheduling group** to which the employee has been oriented. Such assignment will be rotated among the employees affected.

- B. In the event the number of scheduled employees is greater than needed for a particular shift, employees will be considered for floating assignments. If no such assignments are deemed to be available or such assignment is not warranted, then employees desiring to leave **will be census managed on a rotational basis by seniority.**

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

- C. In the event that staffing cannot be adjusted to the appropriate level by application of **voluntary census management**, then **the employer may involuntarily census manage employees** for a maximum of two (2) days during the pay period. However, no employee shall be **involuntarily census managed** pursuant to this provision for more than twenty (20) days between July 1 and June 30. In those instances where an employee volunteers for census management, those times will not **count** towards the twenty- (20) day maximum **of involuntary census management.**

An employee must be **involuntarily census managed** for a minimum of four (4) hours in order for that absence to be counted towards the two- (2) day period.

- D. Consistent with efficient operations and potential requirements in a **work scheduling group**, the 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. When in this status the employee shall be paid **four** dollars (**\$4.00**) per hour which shall not be considered as time worked.

An employee called in as outlined above shall be guaranteed at least four (4) hours of work at the employee's regular straight time rate of pay.

- E. These unscheduled periods provided herein shall be distributed equitably among employees on comparable shifts in a manner consistent with the efficiency of Hospital operations and shall be rotated whenever practical.
- F. Any employee **involuntarily census managed** shall be notified at least ninety (90) minutes prior to the start of the scheduled shift. However, once an employee reports to work, the employee may be **involuntarily census managed** at any time during the shift. The employee shall be guaranteed a minimum of one (1) hour of work paid.
- G. Records with respect to the administration of this Article shall be maintained in each **work scheduling group** and shall be available for reasonable review by the Local Union.

Article 15 - WORK HOURS AND SCHEDULES

A. Regular Work Week

A regular workweek for employees will consist of seven (7) calendar days beginning on Sunday at 12:01 A.M. through Saturday 12:00 Midnight.

B. Regular Work Schedules

1. Regular work schedules within the workweek will generally consist of five (5) eight (8) hour days.
2. Twelve-Hour Shifts
The Hospitals may also use twelve-hour daily schedules: Three days consisting of three twelve (12) hour shifts. Employees shall be paid double time for hours in excess of the scheduled shift as outlined in Paragraph G below.

Paid absences such as but not limited to sickness, injury, vacation and holiday shall be paid on the basis of the regularly scheduled shift.

C. Part-Time Work

The workday for part-time employees shall be any day in which the employee is scheduled to work, regardless of the number of hours scheduled.

D. Rest Break and Meal Break

Non-cumulative fifteen (15) minute paid rest period will be scheduled for each four (4) hours worked by employees in a workday. Such rest periods shall be taken on the worksite in designated break areas and shall not exceed fifteen (15) minutes. The breaks will be scheduled approximately in the middle of the work period and may be staggered to permit maximum service and efficiency. In addition employees scheduled to work eight (8) hours or more shall receive an unpaid meal period of at least thirty (30) minutes. Meal periods will be scheduled approximately in the middle of the workday and may be staggered to permit maximum service and efficiency. Breaks shall not be combined with meal periods unless the employee receives prior approval of the department director or designee. If a meal period cannot be taken **or is interrupted by work**, the employee **must cancel the auto-deduct lunch break in the timekeeping system or submit an edit sheet and the employee** will be paid at the applicable rate of pay.

E. Straight Time

Employees will be paid straight time for the first forty (40) hours of actual work within a workweek.

F. Overtime

1. Employees will be paid time and one-half (1 ½) for all hours actually worked in excess of forty (40) hours within a workweek or for all hours worked in excess of the employee's regular daily work schedule.
2. Overtime compensation shall not be pyramided.
3. Overtime assignment will be rotated **within a work scheduling group** by bargaining unit classification in order of **seniority**.
4. Overtime shall be offered to the bargaining unit employees in the order of seniority, in descending order, prior to offering such overtime assignment to any qualified PRN or temporary employees.
 - i) A roster of volunteers will be maintained and available for inspection.
 - ii) A bargaining unit employee can add or remove their name from the roster of volunteers at any time for shifts that have not been scheduled.
 - iii) Overtime shall be offered based on the overtime roster.
 - iv) When an employee declines or can not be reached the next person on the list will be contacted.
 - v) If an employee declines the overtime, they will be passed over until the entire roster has been offered the overtime.
5. Paid leave, except for holiday leave, is not considered time worked for the purpose of computing overtime compensation.

G. Double Time

1. Double time will be paid for actual hours worked in excess of twelve (12) hours in a twenty-four (24) hour cycle beginning with the starting time of the employee's shift.
2. This provision does not apply to time worked as a result of a voluntary work/shift exchange, shift rotation, or change of schedules.

H. Shift and Weekend Differential

Shift differentials will be paid for all hours actually worked as reflected in Article 12, Wages and Allowances.

- I. The Employer will make shift assignment **within a work scheduling group** by seniority consistent with the needs of the organization.

J. On-Call Assignment

1. Employees who are on "On-Call" assignment will be paid for such assignment as reflected in Article 12, Wages and Allowances.
2. Employees On-Call shall carry a Hospital provided pager and report to duty within forty (40) minutes of being contacted if the employee lives within Albuquerque city limits.
3. On-Call assignment will first be offered **within a work scheduling group** on a volunteer basis. If there are no eligible employees who volunteer for the On-Call assignment, the least senior employee will be assigned on the On-Call as needed.

K. Flexible Schedules

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

- L. The Hospitals shall not unreasonably deny or rescind an employee's requested flextime. If an Employee's application for flextime cannot be approved because another employee is also requesting or is on the same or similar schedule which precludes the same flextime accommodation, then seniority shall be the determining factor as to which employee shall be granted or maintained on their requested flextime.

Article 16 - VACATIONS

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

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

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

An employee who is rehired or reinstated within one (1) year of the date of separation or layoff may resume the rate of vacation accrual that was previously in effect at the time of separation or layoff.

- B. Vacation can be requested any time after five (5) continuous months of employment; however, no employee will be required to take a vacation.
- C. A non-probationary employee shall be paid any unused accrued vacation time upon separation from employment.
- D. Vacation Scheduling
1. Employees in the same **work scheduling group,** and job classification to the extent practicable, as determined by the department head, 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.

- a. For the purpose of vacation scheduling, the vacation year will be January 1 through December 31 of each year.
 3. Requests for vacation periods of at least one (1) week in duration for any time during the year shall be made in writing to the department head between October 15 and October 31 for the following year. As work schedules may permit, the employee with the most seniority in a **scheduling** group will be given first choice in scheduling a vacation request. The process of scheduling shall continue in seniority order for all requests received. Vacation requests will be approved or denied by November 10.
 4. Requests for vacation must be approved or denied within 10 days of the request being made; requests will not be unreasonably denied.
 5. All other requests will be granted on a first come, first serve, basis.
- E. An employee who has been regularly scheduled to work nights **and weekends**, as defined in Article 12, Section E, for at least six (6) continuous months, or works a regular shift rotation schedule, shall receive the applicable shift differential for all paid vacation hours.

Article 17 - HOLIDAYS

A. The following holidays will be observed:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

1. If the Employer declares an alternate day to 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 Employer reserves the right to designate the alternate days for these holidays. The Union and the employees will be provided ten (10) work days advance notice of the alternate holiday.

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:
 - a. They are in an active pay status the entire pay period in which the Holiday occurs.
 - b. The employee must have worked the last scheduled workday prior to and the next scheduled workday after such holiday.

2. When a full-time employee's scheduled day off falls on a holiday, the employee shall receive a scheduled alternate day. An employee will receive straight time holiday pay for such day provided the requirements set forth in Section B.1.(a) (b) above are met. In scheduling compensatory days, an employee's desires will be given consideration. In the event a compensatory day cannot be scheduled within thirty (30) days, the employee will receive holiday pay. The holidays' pay will be paid out on a quarterly basis. For the purpose of this Article, the quarterly periods will be March 31, June 30, September 30 and December 31.
 3. Holiday pay shall be computed at the employee's straight time rate exclusive of shift differential. However, if an employee has worked a night **or weekend** shift, as defined in Article 12, Section E for at least six (6) continuous months, or works a regular shift rotation schedule, the employee shall receive shift differential pay.
 4. An employee who is scheduled to work on a holiday and is absent from scheduled work on such holiday will not receive holiday pay. However, an employee who is unable to work because of illness or injury may receive accrued sick leave pay at the straight time rate for the hours that otherwise would have been worked provided the employee provides satisfactory proof as required by the Employer.
 5. When a specified holiday falls within an eligible full-time employee's approved vacation period he/she will receive eight (8) straight time hours of holiday pay and will not have the holiday charged against his vacation time.
 6. An employee who works on a specified holiday will be paid time and one-half at the straight time hourly rate including any applicable shift differential. The employee will be given an alternate day off and will be paid on a pro-rata basis up to eight (8) hours. In the event an alternate day off cannot be scheduled within thirty (30) days after the holiday, the employee will be paid for such day. If an employee terminates before receiving a compensatory day, the employee will be paid for such day.
 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 8 hours, as she/he is required to work on the holiday.
- C. Necessary holiday work schedules will be rotated among employees **by inverse seniority** in those **work scheduling groups** that are required to work such schedules. **From year to year, holiday leave selection will be rotated among employees in a work scheduling group by seniority.**

Article 18 - SICK LEAVE

A. Eligibility

Paid sick leave may be requested after the completion of ninety (90) days of an employee's probationary period for, (1) an employee's personal medical treatment, disability or illness; (2) the medical treatment, disability or illness of the employee's immediate family which necessitates the employee's presence; and (3) childbirth, adoption or foster care placement leave.

B. Definitions

1. "Son/daughter" shall be defined as the biological, adopted, or foster child, stepchild or legal ward who is under 18 years old or over 18 years old but incapable of self-care due to mental physical disability or illness.
2. "Parent" is defined as the biological or individual in loco parentis to employee.
3. "Spouse" is husband or wife.
4. "Immediate family" shall be defined as the employee's parent, brother, sister, child, legal guardian, child's legal guardian, current spouse, domestic partner, grandparent, grandchildren, adopted child, step child, current father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law or for whom the employee has parental responsibility as defined in loco parentis.
5. "Serious Health Condition" is an illness, injury, impairment or physical or mental condition that involves:
 - a. Any period of incapacity in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
 - b. Any period of incapacity requiring absence from work or other regular daily activities, of more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
 - c. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or for prenatal care.

C. Sick Leave Banks

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

a. Major Sick Leave Bank

- 1) Employees shall accrue and accumulate leave on a pro-rata 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 for work-related illness or injury time of any duration documented by Occupational Health.** Employees must upon return to work furnish a medical release from a physician **or Occupational Health.** It may also be used in connection with the treatment of a documented “serious health condition” as defined above and in the Family Medical Leave Act and its regulations.
- 2) Maximum accrual into the MSLB shall be set at 1,040 hours. All hours in excess of 1,040 hours shall be paid to the employee **once** each year on a one for one basis. Such payment will occur as outlined for Minor sick leave balances outlined below.
- 3) 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 fifty percent (50%) of hours in the MSLB.** Such pay shall be paid at the employee’s regular straight time rate of pay Vacation and sick leave hours shall not accumulate during such pay out.
- 4) **Employees who are laid off from the Hospital shall be eligible for payment of one-half (1/2) of the total hours in their Major Sick Leave Bank.**

b. Minor Sick Leave Bank

- 1) Employees shall accrue and accumulate leave on a pro-rata basis into a Minor Sick Leave Bank at a rate of 2.15 hours per pay period. Sick leave hours within the Minor Sick Leave Bank may be used for all sick leave requests which are less than 24 consecutive work hours.
- 2) **Once** 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.
- 3) Employees may choose to exchange on an hour for hour basis the minor sick leave balance existing into either cash, annual leave or into the Major Sick Leave Bank.
- 4) If an employee fails to exercise an option within the allotted time frame, all hours in excess of twenty-four (24) hours within the Minor Sick Leave Bank will be transferred to the Major Sick Leave Bank.

- 5) 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 Minor Sick Leave Bank. **Employees hired on or after January 1, 2013 who retire from the Hospital and qualify under Hospital policy shall be eligible for payment of fifty percent (50%) of hours in the Minor Sick Leave Bank.** Such pay shall be paid at the employee's regular straight time rate of pay. Vacation and sick leave hours shall not accumulate during such pay out.
 - 6) **Employees who are laid off from the Hospital shall be eligible for payment of all hours in their Minor Sick Leave Bank.**
 - 7) Once an employee has exhausted all Minor Sick Leave either annual leave, compensatory time (if eligible), or LWOP may be requested.
- D. Should an employee die as the result of a compensable occupational illness or injury 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.
- E. Unless an employee is hospitalized or has an accidental emergency, sick leave may not be used for any absence claiming disability if the appropriate supervisor is notified less than two (2) hours before the start of the employee's scheduled day shift and three (3) hours before the start of the employee's scheduled evening or night shift.
- F. Sick leave shall only be used in full shift increments unless the employee is found to be unable to work by Occupational Health Service (OHS) or primary care physician, excused by the employee's supervisor, or to keep a medical or dental appointment made at least twenty-four (24) hours in advance. The employee may be requested to furnish proof of such appointment.
- G. An employee may be required to produce proof of illness or disability before payment for sick leave may be approved in those cases where:
1. there has been a clear case of abuse; or
 2. where there has been a pattern that constitutes abuse and the supervisor has previously counseled the employee concerning their usage of sick leave.
- H. Employees may be requested to be seen at the Hospital's expense in either the Emergency Room Fast Track or Occupational Health Services.
- I. An employee who has been regularly scheduled to work nights **and weekends**, as defined in Article 12, Section E, for at least six (6) continuous months, or works a regular shift rotation schedule, shall receive the applicable shift differential for **all paid** sick leave **hours**.

- J. Major Sick Leave may be used for work-related illness or injury time documented by OHS. Employees who use the MSLB for OHS documented work-related illness or injury will not be subject to discipline for usage of leave or absenteeism.

Article 19 - LEAVES OF ABSENCE

- A. An employee shall be granted time off from work for the provisions and purposes in numbers 1 through 8 below. An employee who has been regularly scheduled to work nights **and weekends**, as defined in Article 12, Section E, for at least six (6) continuous months, or works a regular shift rotation schedule, shall receive the applicable shift differential for all paid **leave/work** hours described in numbers 1 through 8 below.
 - 1. Death in the employee's immediate family (to a maximum of three (3) days). Immediate family is defined as spouse, domestic partner, child, stepchild, adopted child, grandchild, parents (shall also include present mother-in-law and father-in-law), grandparents, and siblings of employee.

Employees required to travel over four hundred (400) miles, round trip, will be granted two (2) additional days to attend the funeral or to assist in its preparation. Such additional time may be charged to accrued sick leave, leave without pay or annual leave.

- 2. Selective Service Exam For Up To One Day. Such leave may be charged to accrued vacation or leave without pay.
- 3. Inclement Weather
 - a. During the periods of inclement weather both employees and supervisors should keep two (2) major goals in mind:
 - 1) the need for the Hospital to conduct business on a regular basis; and
 - 2) the safety and well being of employees.
 - b. Essential personnel, those employees engaged in the delivery of patient care services or in direct support of those providing the care, are required to:
 - 1) be at work when their scheduled shift begins, and
 - 2) to remain at work until, and if, replacements report for work.
 - c. When the employee is unable to be at work due to adverse conditions such as inclement weather, the employee must notify his/her supervisor, explain the reason for the absence, and provide an estimated time of arrival at work. Also during periods of inclement weather, an employee may need to leave work early to avoid hazardous driving conditions that may occur late in the day as temperatures drop. If the operations permit, supervisors should attempt to accommodate the needs of the

employee. These supervisory decisions to approve an employee's request to leave early or to not come in due to adverse conditions should be made on an individual basis, taking into consideration the type of services being performed, whether the employee is an essential personnel, the employee's own medical or physical limitations, where the employee lives, availability of transportation, and the family care responsibilities.

- d. When an employee misses work time due to inclement weather the employee must:
 - 1) make up the time missed under the suitable conditions approved by the supervisor, if operational needs permit (only up to two (2) hours);
 - 2) take annual leave; or
 - 3) take leave without pay.
4. When an employee is called to serve on jury duty, the employee will be paid for up to eight (8) hours of pay at straight time. If the time spent on jury duty is four (4) hours, the employee will return to work and work the balance of the shift. These conditions apply to evening or night shifts on which the shift begins.
 - a. Twelve (12) hour shift employees may supplement the eight (8) hours paid by using accrued annual leave, accrued holiday time, or accrued compensatory time.
 - b. Employees will endorse and turn over the compensation received by the employee from the court for jury duty to the Employer Payroll Department. Such time is not time worked for the purpose of computing overtime compensation. Documentation of time served on jury duty may be required.
5. Employees who are eligible voters will be excused from work for up to two (2) hours at straight time for the purpose of voting, upon written request by the employee to the immediate supervisor. Such time off will be subject to the following:
 - a. Time off will be scheduled by the Employer.
 - b. This leave may not be used for any other purpose
 - c. Employees are not eligible for time off to vote if the employee's workday begins more than two (2) hours after the polls open or ends more than three (3) hours before the polls close.
6. Employees who are called to and perform short-term active military duty, including annual active duty training, will be paid their straight time hourly pay for normal hours worked for a maximum of fourteen (14) days during a calendar year. To be eligible for such paid time the employees must present a copy of the military order to report for duty

to the Human Resources Department as soon as possible. This paid time does not apply for such time commonly known or referred to as “weekend active duty”.

7. Employees attending instructional or educational programs conducted by the Employer, or upon approval of the Employer, during the working hours of the employee, will be granted time off with pay.
8. Employees required to obtain CEU's for continued licensure/certification shall be granted up to forty (40) of paid leave during a fiscal year for the purpose of attending approved conferences, seminars, and training courses or to obtain Continuing Education Units. Scheduling of paid educational leave will be subject to workload requirements and the need for continued patient care.

Paid educational leave during the fiscal year for regular part-time employees will be prorated as follows: .5 FTE may be eligible for 20 hours, .6 FTE may be eligible for 24 hours, .7 FTE may be eligible for 28 hours, .75 FTE and above may be eligible for 40 hours. The appropriate administrator or designee must approve leaves pursuant to this provision.

Article 20 - LEAVE OF ABSENCE WITHOUT PAY

A. Family and Medical Leave

Employees qualified under the Family and Medical Leave Act will request leave from their duties in accordance with the provisions of the Family and Medical Leave Act (FMLA). Requests for leave must be in writing with at least 30 days notice, and must specifically state that the request is for Family and Medical purposes. Emergency situations will be considered on a case-by-case basis. If required by the Employer, all supporting documentation including physician's statements must be attached. Employees granted leave under the Family and Medical Leave Act will have return rights to their position for a period up to twelve (12) weeks subject to the conditions of the FMLA. The provisions of this section are not subject to the grievance procedure.

B. Other leaves of Absence

Employees may be granted other Leave Without Pay at the Employer's discretion. Such leaves will normally not exceed six (6) months but may be extended up to an additional six (6) months with the approval of the employee's Director.

1. Requests for other leaves must be in writing, and with no less than five (5) workdays written notice in advance of the requested leave period. The Employer will also respond, in writing, to the employee's request at least two (2) days prior to the employee's requested leave.

2. All appropriate supporting documentation, including physician's statements must be attached before leave will be considered for employees requesting a medical leave of absence. The Employer will respond in writing to the employee's request.
- C. In the event of an emergency which precludes giving prior notification, the advance notice requirement may be waived by the Employer if the employee demonstrates that prior notification was not possible.

Article 21 - INSURANCE BENEFITS

- A. Group Life, Accidental Death and Dismemberment, Long Term Disability, Medical and Dental Insurance Programs.
1. The Employer agrees to provide employees with Group Life, Accidental Death and Dismemberment, Long Term Disability, Medical and Dental Insurance Programs. The Employer will continue its supplemental Life Insurance Program as outlined in Employer Personnel Policy.
 2. The benefits provided in these programs are described in detail in the Master Contracts held by the Employer To be eligible for these programs, employees will be required to execute the enrollment forms.
 3. The Employer will pay one hundred percent (100%) of the premium for health and dental insurance for employees of a .75 FTE and above. The Employer will pay 60% of the premium for employees .5 to .7 FTE. Employees who elect coverage for their dependents will pay one hundred percent (100%) of the premium.

The premium and co-pays charged for individuals and dependent coverage for applicable insurance are subject to change August 1 as may be determined by the insurance carrier.

It is recognized by the parties that the employees who transitioned from UNM to UNMH, hired prior to July 1, 2000, have exercised options available to them regarding insurance benefits and those timely signed options shall be the insurance benefits applicable to the employee and such option will be honored by the Employer and the Union.

Article 22 - MISCELLANEOUS PRIVILEGES

- A. It is understood by the parties that miscellaneous privileges are subject to Employer regulations and fees may change or privileges may be deleted subject to the availability of funds or program as determined by the Employer.
- B. The changes to these privileges when made will apply to all eligible employees regardless of bargaining unit or non-bargaining unit status.

- C. It is recognized by the parties that the employees who transitioned from UNM to UNMH, hired prior to July 1, 2000, have exercised options available to them regarding miscellaneous benefits and that such timely signed options shall be honored by the Employer and the Union. Subsection B above also applies to these transitional employees.
- D. The Hospital may, on terms subject to its discretion, extend financial scholarships to employees who enroll in and complete selected academic degree programs.

Article 23 - PERSONNEL FILES

- A. All other materials placed in the employee's personnel and/or payroll file will be available to the employee for inspection. Any employee requesting to examine their personnel file may do so by providing at least 24 hours advance written notice. Proof of identity may be required. Review of an employee's personnel file will occur during normal business hours of the Human Resources Department. The Employee will review his/her file in the presence of a Human Resources Department employee. A copy of a document in the file may be provided. This may be done on the employee's own time or subject to the employee's supervisor's approval if the employee is requesting to use work time.
- B. Upon written request, an authorized Local Union Representative may review copies of non-privileged information in the employee's personnel and/or payroll file by providing at least 24 hours advance written notice. Review of an employee's personnel file shall occur during normal business hours of the Human Resources Department. The Union Representative will review the employee's file in the presence of a Human Resource Department employee. Proof of identity may be required. A copy of a document in the file may be provided. The charge for copies will be subject to the provisions of the Public Records Act.

Article 24 - DISCIPLINARY ACTIONS

- A. No employee shall be disciplined except for just cause. Discipline is defined as a written reprimand or suspension or dismissal. The level of discipline will be based on the frequency and severity of the violation or infraction. 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. No further discussion will take place until the Union steward is provided the opportunity to be present. However, the unavailability of a Union steward will not cause the interview to be delayed for more than 24 hours. Time limits may be extended if the parties are in agreement.
- C. Disciplinary action and notification of such shall be accomplished 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 steward. If a steward is requested, there will be no further discussion with the employee until the steward arrives. However, after twenty-four (24) hours have elapsed and either a steward has not been found or has not arrived the manager/supervisor may continue with the disciplinary discussion. If a steward cannot be present a Union staff representative, if available, may be present pursuant to the provisions of Article 5 – Union Activity, Visitation and Bulletin Boards.
- E. **An employee who is disciplined shall receive a Notice of Contemplated Action three (3) workdays prior to the action being taken. The notice shall state the specific details of the allegations, identify witnesses, and provide all documents the Hospital will use at any proceeding to support the disciplinary action. 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. Employees are entitled to have present one Union steward/Union Representative when responding to the allegations.**
- F. An employee who is disciplined will be given 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) workdays of the action taken. **The discipline decision notice will advise the employee of grievance rights per contract. The Hospital shall notify the Union of all disciplinary actions within two (2) days of the action.**
- G. **A complete copy of the disciplinary notices and supporting attachments will be provided to the Union upon request. The Union shall receive the information within three (3) working days of the request.**
- H. All time limits specified herein shall be deemed exclusive of Saturdays, Sundays, and holidays.
- I. 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. Discipline that is over twelve (12) months old shall not be relied upon for the imposition of further discipline.

Article 25 - GRIEVANCE PROCEDURE

A. A grievance shall be defined as a dispute or complaint arising between the parties hereto concerning the 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 line of supervision.

B. Time Limits for Waiver of the Grievance Procedure

1. Any step in the grievance procedure may be waived only by mutual agreement of the parties, as evidenced by both parties signature on the grievance form. Request for a waiver must received by the responding party prior to the expiration of the time limits of the Step to be waived.
2. Time limits may be extended in writing at any step by mutual agreement of the Parties at the respective step of the grievance procedure.
3. Grievances not answered in accordance with the grievance procedure shall be deemed automatically **denied on the answer due date and may be** 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 closed.

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

1. Within ten (10) workdays after an incident has occurred, any employee(s) having a grievance or the Local Union representing the employee shall file the grievance with the supervisor or the manager who is alleged to have violated the agreement.
2. Issues regarding the interpretation of this Agreement shall be addressed directly with the Human Resources Administrator or designee and the Union Representative **at Step Three**.
3. The written grievance shall state the section of the agreement violated explaining the grievance in detail including applicable dates and witnesses or documents in 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 and, if represented, by the Union or Local Union Representative.
4. The supervisor or designee shall meet with the grievant(s) and Local Union representative within five (5) workdays of having received the written grievance.
5. The supervisor or designee shall submit a written answer to the grievance within five (5) workdays of the meeting.

6. The Parties may mutually agree to have the grievant present at any step of the grievance procedure.

D. Step Two: Administrator

1. If the grievance is not resolved at Step One, it may be appealed to the Grievant's Administrator or designee within five (5) work days after it has been answered at Step One, by indicating an appeal on copy of the grievance form. The appropriate Administrator shall meet with the employee and/or steward or designated Local Union Representative within five (5) workdays of having received the grievance. The Administrator or designee shall provide a written answer to the grievance within five (5) workdays of the date of the meeting.
2. Any grievance concerning suspension or loss of seniority may be initiated at Step Two.
3. Any grievance that affects a substantial number or specified class of employees may be presented at Step Two by the Union.

E. Step Three: The Human Resources Administrator

1. If the grievance is not resolved at Step Two, it may be appealed to the Human Resources Administrator or designee within five (5) workdays after it has been answered at Step Two, by indicating an appeal on the grievance form. The Administrator for Human Resources or designee shall meet with the steward/designated Union Representative and grievant within five (5) work days of having received the grievance and provide a written answer to the grievance within five (5) work days from the date of the meeting. Any grievance concerning dismissal may be initiated at Step Three.

F. Arbitration

1. If a grievance is not resolved at Step Three, it may be appealed to arbitration. Notice of Appeal to Arbitration shall be made in writing to the Administrator for Human Resources by the designated Union Representative fifteen (15) work days after receipt of the grievance response at Step Three. Within ten (10) work days after submitting an appeal to arbitration, the Union and the Employer shall meet for the purpose of attempting a resolution to the grievance. During the settlement conference the parties may each submit a statement of unadjusted grievance upon which the grievance is based and the requested remedy.
2. Failing to reach agreement, the parties will attempt to fashion the issue for the arbitrator. Not submitting a statement of unadjusted grievances shall in no manner modify the issues raised in the grievance.

- G. If the Hospital should file a grievance against the Union, the Hospital shall present the grievance, in writing, to the Local Union President within ten (10) 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 26 - Arbitration and Powers of the Arbitrator.

Article 26 - ARBITRATION AND POWERS OF THE ARBITRATOR

- A. Notice of submission to Arbitration must be presented to the opposing party within fifteen (15) workdays following receipt of the Third Step response. Only the Human Resources Administrator and the Union Representative or designee have the authority to request arbitration.
- B. The Arbitrator will be selected from a list of seven (7) names from the Federal Mediation and Conciliation Service (FMCS). The parties will alternate striking names from the list until only one name remains. The remaining name shall be the Arbitrator. The parties will toss a coin to determine who strikes the first name.
- C. The arbitrator shall serve on an ad hoc basis and shall have only the powers and functions set forth in this Agreement.
- D. The fees and expenses of the arbitrator shall be shared equally by the Hospital and the Union. The parties shall share equally the cost of a court reporter and two (2) copies of the transcript. Any party who does not pay for the cost of the court reporter at the time the court reporter's services are rendered, shall not be entitled to a copy of the transcript later. All other expenses shall be borne by the party incurring them.
- E. A Grievance properly appealed to arbitration shall be scheduled for hearing before the arbitrator as soon as possible. The arbitrator may consider only the issues raised in the parties' Statement of Unadjusted Grievance and procedural issues related to the arbitration proceeding. 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.
- F. It shall be the function of the arbitrator to duly hear the case and to render a written decision within forty-five (45) days after the hearing has concluded. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any written supplementary agreements hereto, nor shall the arbitrator have any power to establish or change any wage; to rule on any issue or dispute arising under the Employee Retirement plan, Insurance Plans or the Labor Relations Policy of the University of New Mexico, Health Sciences Center, University of New Mexico Labor Management Relations Board. Any case appealed to the arbitrator for which the arbitrator has no power to rule shall be referred back to the parties without decision.

- G. 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. "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.
1. When a recipient of services or other individuals makes a complaint against a bargaining unit employee covered herein, the department immediate supervisor shall provide the employee with the opportunity to respond to the complaint orally or in writing prior to a determination being made. The employee shall not respond to the complainant.
 2. In the event that there is a patient complaint that could result in a termination of the employee, the Local Union representative will be given the opportunity to be present at an interview of the patient.
- H. The grievance and arbitration procedure contained herein shall be the sole and exclusive means of settling any dispute arising under this Agreement. The arbitrator has no power to render a decision and or award that may violate or be contrary to applicable federal or state laws and regulations, TJC standards or other accrediting organization's requirements, or the Labor Relations Policy of the University of New Mexico, Health Sciences Center, University of New Mexico Labor Management Relations Board. 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.
- I. A substantiated claim for back pay arising out of improperly denying an employee employment to which the employee was entitled lawfully shall not be valid prior to the date a grievance was filed in writing except for the ten (10) days' period set forth in this Agreement. Full settlement upon sufficient showing of the impropriety of the denial shall be limited to the amount the employee otherwise would have earned from employment with the Hospital during the period defined less the following:
1. Any Unemployment Compensation that the employee is not obligated to repay or which the employee is obligated to repay but has not repaid or authorized the Employer 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 Employer and would have continued to receive had the employee been working for the Employer 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 27 - JOINT COMMITTEES

Labor-Management Committee

- A. There is established a labor-management committee for the purpose of fostering improved communication between the Hospital and members of the bargaining unit. It shall not be the purpose of this committee to expand upon or renegotiate matters covered under this Agreement or which are typically subjects for negotiation. The Union shall be entitled to appoint seven (7) members to the committee and the Hospital shall be entitled to appoint an equal number of representatives.
- B. Responsibility for chairing the meeting shall alternate each meeting between the Union and management.
- C. Topics will be recorded as they are discussed. Any procedures or recommendations developing from these meetings will be communicated to the appropriate department. One designated member from each party will refine drafts of the minutes.
- D. Meetings will be held as needed but no less than once a quarter at a mutually agreed upon time. The meetings shall be scheduled for sixty (60) minutes. The committee shall exchange agenda items at least seven (7) days in advance of the meetings. The agenda shall include a brief description of each item to be discussed. Discussion of agenda items will be alternated.
- E. 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 quarter's agenda for action.
- F. The Labor-Management Committee shall not have the power to alter or amend the provisions of this Agreement.
- G. The Labor-Management Committee shall have the ability to set up subcommittees for resolution of specific issues such as safety, crisis prevention, etc.

Article 28 – EMPLOYEE PERFORMANCE EVALUATION

Employee Performance Evaluations will be administered fairly, objectively and equitably.

Supervisors shall discuss the performance criteria and goals to be established for an employee's job at the beginning of the evaluation period. Goals will be determined in a manner that is consistent with their evaluation and job duties.

When evaluating an employee's performance, supervisors shall take into account matters outside the employee's control. Pre-approved leave for annual leave, FMLA, or Union steward duty will not be considered negatively when evaluating an employee's performance.

Employees will receive their evaluation and score electronically or in hard copy. Upon request, employees shall be shown documentation, if any, used to determine the final score on their evaluations.

Article 29 - COMPLETE AGREEMENT

- A. The parties agree that they have had the opportunity to negotiate on any and all issues which are appropriate for negotiations and this document represents the complete and whole Agreement reached by the parties as a result of negotiations. No other negotiations will be conducted on any item or issue, whether contained herein or not, except by mutual consent of the parties. This document constitutes the sole agreement between the parties for the period of this Agreement.
- B. The Union is responsible for the distribution of the Agreement and the orientation of the bargaining unit employees on the conditions of the Agreement.
- C. The Employer is responsible for the distribution of the Agreement and the orientation of the supervisors and management staff on the conditions of this Agreement.
- D. It is recognized by the parties that the employees who transitioned from UNM to UNMH, employees hired prior to July 1, 2000, have exercised options available to them and those timely signed options shall be applicable to those employees and such option will be honored by the Employer and the Union.

Article 30 - TERM OF AGREEMENT

This Agreement shall continue in full force and effect for three (3) years until June 30, 2015. This Agreement becomes effective on approval by the CEO UNM Hospitals and ratification by the Local Union membership. This Agreement will automatically be renewed for three (3) additional years, unless either Party requests renegotiations not more than one-hundred fifty (150) nor less than sixty (60) days prior to the termination date of the Agreement. During the renegotiations of this Agreement the terms of this Agreement shall remain in full force.

Wage rates and allowances set forth in Article 12, Wages and Allowances and Article 13, Transcription Program, and benefits set forth in Article 21, Insurance Benefits, shall be open for renegotiation for Fiscal Year 2014 in negotiations that shall begin no later than April 30, 2013. Wage rates and allowances set forth in Article 12, Wages and Allowances **and Article 13, Transcription Program** shall be negotiated for each remaining annual period of the Agreement, beginning July 1 and ending June 30, provided that either party has given the other at least one hundred fifty (150) days written notice in advance of July 1 of that annual period. Wage rates agreed upon by the parties for each annual period shall be effective following ratification and shall remain in effect for that annual period.

The Parties agree that this Agreement constitutes the complete and sole agreement of the Parties. Either Party may serve notice to amend this Agreement at the end of the twelve (12) month period subsequent to the date of approval of this contract or anytime by mutual agreement. Proposed amendments will be included with said notice. The other Party must acknowledge such notice within ten (10) days of receipt, and renegotiations will begin within thirty (30) days after acknowledgment. The Parties mutually acknowledge that it is not the intent of the Parties that a new total Agreement be negotiated prior to the end of the three (3) year duration (until June 30, 2015).

Article 31 - AGREEMENT SIGNATURES

In Witness whereof, the Employer and the Union have caused this Agreement to be executed by their authorized representatives.

UNIVERSITY OF NEW MEXICO HOSPITALS

Stephen McKernan
CEO, UNM Hospitals
Health System Chief Operations Officer

Date

COMMUNICATIONS WORKERS OF AMERICA

Robin Gould
CWA Representative

Date

Union Bargaining Committee Members:

Donald Alire, President Local 7076

Chuck England

Karen Stroshane

Deloris Stewart

Appendix A

Subject to Article 1, the parties recognize that the following job titles employed at ASAP, CPC, CTH, UNMPC and affiliated clinics, including YCHC and M&FP, are represented under the provisions of this Agreement.

CWA - ADMITTING REPRESENTATIVE	CWA - TECH NURSING
CWA - AIDE FOOD SVC	CWA - TECH ORTHO I
CWA - AIDE NURSE	CWA - TECH ORTHO II
CWA - AIDE SOCIAL WORK	CWA - TECH ORTHO III
CWA - ASSOC MENTAL HEALTH	CWA - TECH PATIENT CARE
CWA - ASST CLINICAL	CWA - TECH PHARMACY I
CWA - ASST MEDICAL	CWA - TECH QUALITY
CWA - CLERK CLINICAL SPEC	CWA - TECH REHAB SVCS
CWA - CLERK DC & CHARGE ENTRY	CWA - TRANSCRIPTIONIST
CWA - CLERK I	CWA - TRANSCRIPTIONIST SR
CWA - CLERK III	
CWA - CLERK MEDICAL RECORDS SR	
CWA - CLERK OUTPT	
CWA - CODER I	
CWA - COOK II	
CWA - COORD MED RECRD RESEARCH	
CWA - COORD PATIENT CARE	
CWA - GARDENER	
CWA - HOUSEKEEPER	
CWA - MAINT SPEC CPO VI	
CWA - MAINT SPEC ELECTRICIAN V	
CWA - MAINT SPEC II	
CWA - MAINT SPEC III	
CWA - MAINT SPEC PAINTER IV	
CWA - MAINT SPEC UTILITIES	
CWA - MHA DRIVER	
CWA - MHT I DRIVER	
CWA - MHT II DRIVER	
CWA - REP PATIENT SERVICES	
CWA - SPEC MEDICAL RECORDS	
CWA - TECH DIETETIC	
CWA - TECH HEALTH INFO MGMT (HIM)	
CWA - TECH MENTAL HEALTH I	
CWA - TECH MENTAL HEALTH II	
CWA - TECH MENTAL HEALTH III	

Appendix B

**AUTHORIZATION FOR DEDUCTION OF UNION DUES
COMMUNICATIONS WORKERS OF AMERICA**

Last Name _____ **First Name and Initial** _____

Employee Number _____ **Home Mailing Address** _____

Social Security Number _____ **Job Title** _____

Work Location _____

I hereby authorize the Employer to deduct from the compensation due me on the first two (2) pay periods of each month regular Union dues in the amount certified to the Employer, in writing by the Secretary-Treasurer of the Communications Workers of America and to transmit this amount monthly to the Secretary-Treasurer of the Communications Workers of America.

It is understood that such deductions shall be made in accordance with the existing applicable provisions of the Agreement negotiated between the Employer and the Union.

It is also understood that the Employer assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding the amount deducted to the Secretary-Treasurer of the Communications Workers of America. The Union, its membership and the individual members of the bargaining unit agree to hold the Employer safe and harmless for any legal action concerning the deducting of Union dues or failure to deduct Union dues.

Union membership dues are not tax deductible as charitable contributions for Federal Income Tax purposes. Dues, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Signature of Employee Authorizing Deduction

Date _____ **20**____

Appendix C

PAYROLL NUMBER (IF REQUIRED)	SOCIAL SECURITY NUMBER	PRINT EMPLOYEE NAME
<h2 style="margin: 0;">PAYROLL AUTHORIZATION CARD</h2>		
<p style="text-align: center;">CWA-COPE POLITICAL CONTRIBUTIONS COMMITTEE</p> <p>I hereby authorize my employer to deduct from my wages the sum of \$ _____ each pay period and to remit such amount to the Communications Workers of America Committee on Political Education Political Contributions Committee. ("CWA-COPE PCC")</p>		

THIS AUTHORIZATION IS VOLUNTARILY MADE BASED ON MY SPECIFIC UNDERSTANDING THAT:

▶ The signing of this authorization card and the making of contributions to CWA COPE PCC are not conditions of membership in the union nor of employment with the Company and that I may refuse to do so without fear of reprisal.

- FOLD HERE ----- FOLD HERE
- ▶ I am making a contribution to a joint fund-raising effort sponsored by CWA-COPE PCC and the AFL-CIO Committee on Political Education Political Contributions Committee ("AFL-CIO COPE PCC") and that CWA-COPE PCC and AFL-CIO COPE PCC will use my contributions for political purposes, including but not limited to, the making of contributions to or expenditures on behalf of candidates for federal, state, and local offices and addressing political issues of public importance.
 - ▶ Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation, and the name of employer of individuals whose contributions exceed \$200 in a calendar year.
 - ▶ Contributions or gifts to CWA-COPE PCC and AFL-CIO COPE PCC are not deductible as charitable contributions for federal income tax purposes.
- Check one: _____ New Enrollment _____ Change of Amount
- _____
EMPLOYEE SIGNATURE
- _____
DATE
- _____
LOCAL NUMBER
- _____
STREET ADDRESS
- _____
CITY
- _____
STATE
- _____
ZIP
- _____
NAME OF EMPLOYER
- _____
OCCUPATION

