

AGREEMENT BETWEEN
THE STATE OF NEW MEXICO
AND
THE COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO, CLC
STATE EMPLOYEE ALLIANCE



State of New Mexico



Communications Workers of America
AFL-CIO, CLC
State Employee Alliance

Effective July 29, 2021 through December 31, 2024

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TABLE OF CONTENTS

Preamble	1
Agreement	1
Article 1. Recognition	2
Article 2. Union Rights	4
Article 3. Deductions	13
Article 4. Management Rights	15
Article 5. Non-Discrimination	16
Article 6. Pre-Disciplinary Investigations	17
Article 7. Discipline and Discharge	19
Article 8. Grievance and Arbitration Procedure	23
Article 9. Seniority	29
Article 10. Labor-Management Committees and Taskforce	30
Article 11. Hours of Work, Schedules, and Shifts	34
Article 12. Overtime and Compensatory Time	37
Article 13. Employer Furlough and Reduction in Force Plans	39
Article 14. Filling of Vacancies	40
Article 15. Personnel Records	41
Article 16. Performance Appraisal	45
Article 17. Performance and Development Plans Related to Unsatisfactory Employee Performance	47
Article 18. Holidays and Other Paid Leave	50
Article 19. Annual and Personal Day Leave Request	52
Article 20. Sick Leave	53

TABLE OF CONTENTS

Article 21. Sick Leave Donation	56
Article 22. Job Classification and Position Assignment Review	58
Article 23. Staffing and Workload Standards	60
Article 24. Conditions of Appointment	61
Article 25. Pay	62
Article 26. Benefits	67
Article 27. Safety	69
Article 28. New Technology and Notification	71
Article 29. Electronic Monitoring	71
Article 30. Education and Training	72
Article 31. Certification and Licensure	72
Article 32. Uniforms, Tools, and Equipment	73
Article 33. Whistleblower Protection	73
Article 34. Contracting of Work	74
Article 35. Mid-Contract Bargaining	75
Article 36. Whole Agreement	76
Article 37. Expiration	76
Article 38. Waiver	77
Article 39. General Savings Clause	77
Agreement Signatures / Union Bargaining Committee	78
Membership Card	79
Political Action Fund (PAF) Card	80

TABLE OF CONTENTS

Addendum 1. Commission For The Blind (CFB)	81
Addendum 2. Department of Cultural Affairs (DCA)	84
Addendum 3. Department of Health (DOH)	91
Addendum 4. Department of Information Technology (DoIT)	103
Addendum 5. Early Childhood Education and Care Department (ECECD)	108
Addendum 6. General Services Department (GSD)	111
Addendum 7. Human Services Department (HSD)	115
Addendum 8. Miners' Colfax Medical Center (MCMC)	117
Addendum 9. New Mexico Environment Department (NMED)	123
Addendum 10. Office of African American Affairs (OAAA)	130
Addendum 11. Public Education Department (PED)	132
Addendum 12. State Treasurer's Office (STO)	136
Addendum 13. Workers' Compensation Administration (WCA)	138
List of Abbreviations and Acronyms	142

PREAMBLE

Section 1. Purpose. The Purpose of this Agreement is to provide reasonable terms and conditions of employment for Employees covered hereunder and a means of amicable and equitable adjustment of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto believe and affirm will inure to the welfare and benefit of the people of the State of New Mexico.

Section 2. Commitment to Citizens of New Mexico. The Union and the State of New Mexico recognize the mission, goals, and obligations of the State of New Mexico as a provider of services to the citizens of the State through its Employees. The best possible services and programs will be provided consistent with available funds. The State and the Union agree to uphold the well-being and care of the citizens of New Mexico.

AGREEMENT

This Agreement is made and entered into this 29th day of July 2021 between the State of New Mexico, hereinafter “the State” and the Communications Workers of America (CWA) or “the Union,” and is applicable to all eligible Employees in the collective bargaining unit, described in Article 1, Recognition, of this Agreement, who have been certified by the New Mexico Public Employee Labor Relations Board (PELRB). For purposes of this Agreement, the “Employer” is defined as each State Employer Agency identified in the Addenda.

ARTICLE 1. RECOGNITION

Section 1. Exclusive Representative. The Employer recognizes CWA as the exclusive representative, as that term is defined in the Public Employee Bargaining Act (PEBA) for Employees in the bargaining unit where it has been certified or recognized. The bargaining agents will meet not less than once each quarter to review and update a list of classifications in the bargaining unit. The parties will include a list of classifications for bargaining unit Employees in Appendix A.

Section 2. Addendums. Employees not now represented by the Union will be covered by the provisions of this Agreement and any future addendums attached or subsequently attached hereto, while the Union is certified as the exclusive bargaining representative of those Employees pursuant to the PEBA.

Section 3. New or Altered Classifications. The Employer may establish new job classifications, or abolish, merge, or change existing classifications, of Employees covered by this Agreement in accordance with the Personnel Act (NMSA 1978, Section 10-9-1 et seq.). At the time of such action, the Employer shall identify the Employees covered by this Agreement to be included in any new or altered job classification and shall identify the old job classification(s) if any, which in whole or in part, are being replaced and notify the Union of the change. Unless it is supervisory, confidential, or managerial status, as defined in the PEBA, any new or altered job classification that is within an appropriate bargaining unit already represented by the Union shall be included.

Consistent with law, the parties shall make reasonable accommodation, where needed, for persons with disabilities.

Section 4. Certain New Entities Created by Statute. When a new entity, such as a department, agency, division or commission, is created by or pursuant to statute that uses essentially the same Employees as the previous public Employer, the new entity shall be treated as if it were that previous public Employer for purposes of the PEBA, including the continued applicability of existing ordinances or resolutions pursuant to (NMSA 1978, Section 10-7E-22) and of existing collective bargaining units pursuant to (NMSA 1978, Section 10-7E-25).

Section 5. Printing and Distribution of Agreement. The Employer and the Union shall each pay the cost of such printing and accommodation of the Agreement for their respective unit. The Employer shall distribute the Agreement, once received from the Union, to each Employee covered by this Agreement, in a timely manner.

The Employer shall provide the Union with documentation confirming distribution of the Agreement.

Section 6. Non-interference. The parties acknowledge that each is free to conduct its affairs and business in the manner which each respectively believes to be in its own best interest subject to the provisions of this Agreement. The parties agree that neither shall interfere with the internal affairs of the other nor with the officials or representatives of the other in the conduct of their internal business affairs and other matters not involving collective bargaining, provided, however, that nothing contained herein shall bar the parties or their Members from petitioning their elected political representatives or fully and actively participating in the political process.

ARTICLE 2. UNION RIGHTS

For purposes of the Agreement, the following definitions shall apply:

“Union Staff” means non-State employees paid by the Union who are authorized to act on behalf of the Union including administering the Agreement.

“Union Officer” means a classified State Employee elected as President, Executive Vice-President, Secretary, Treasurer, Agency Vice-President or as Regional Vice-President, who have specific duties and is authorized to act on behalf of the Union and administer this Agreement.

“Steward” means a classified or retired State Employee authorized by the local to administer this Agreement.

“Member” means a State Employee who pays Union Membership Dues.

“Employee” means a State Employee who has completed their probationary period and becomes part of the bargaining unit.

Section 1. The Union shall have the right to select sufficient Stewards to represent Employees covered by this Agreement. The Steward Agreement will be negotiated between the parties and it will identify the exact number and location of Stewards for each Employer. The Steward Agreement will be an Appendix to this Agreement.

Section 2. The Union shall provide the State designee (State Personnel Office, Labor Relations) with a written list of the names, addresses, telephone numbers, and the Employer to which they are employed of the Stewards, Union Officers, and other Union Staff who are authorized to act on behalf of the Union and the extent of their authority every calendar quarter or when additions and/or deletions have occurred.

Section 3. As set forth below in this Section 3, the Employer shall allow Union Officers, Stewards, and Employees to be on State-paid status (using the union time code) as set forth in this Section’s succeeding paragraphs.

Each Union Officer, Steward, or Employee shall be entitled to investigate and process grievances, which they are authorized to settle, for reasonable periods of time. Requests must be pre-approved by the Employer and will not be disapproved except for operational reasons.

However, the Employer retains the right to disapprove the request when the Union Officer, Steward, or Employee is in an overtime status. If disapproval necessitates an extension of time for processing a grievance, the time shall be tolled for the duration of the denial until time is afforded to the Union Officer, Steward, or Employee to investigate and process the grievance.

Time coded with the union time code shall count as hours worked for purposes of overtime computation but shall not qualify for payment of mileage or per diem unless an Employee is otherwise assigned to a per diem status by the Employer.

A Union Officer, Steward, or Employee shall use the union time code within assigned work hours to investigate and process grievances in the most efficient and effective manner possible so as to minimize operational impairment.

Time spent investigating and processing grievances outside of assigned work hours shall not be compensated. When a Union Officer, Steward, or Employee desires to consult with another Employee concerning a grievance on work time, both Employees shall request and obtain prior permission to do so.

The following activities are to utilize the union time code:

- Investigatory interviews, either as target or witness
- Disciplinary Appeal Prep/Investigation; up to four (4) hours
- Disciplinary Appeal Hearing; representing appellant; up to eight (8) hours
- Disciplinary meetings--issuing discipline Letter of Reprimand (LOR), Notice of Contemplated Action (NCA), or Notice of Final Action (NFA)
- Disciplinary response preparation time up to four (4) hours
- Oral Response Meeting (ORM) to NCA, if face-to-face (F2F)
- Grievance process and investigate; up to four (4) hours
- Grievance F2F meetings
- Committees agreed to by the parties and the committee member assigned by the Union
- Meetings agreed to by the parties; attendance

- Employer policy negotiations and Collective Bargaining Agreement (CBA) negotiations
- To investigate and represent in a PELRB hearing; up to eight (8) hours
- Steward trainings; first year a full day, thereafter a half-day annually
- Cross-Employer representation
- Steward shadowing; up to two (2) Union Members for investigatory interview, ORM and F2F meetings
- Employer orientation meetings

Union Officers, Stewards, and Members will not be compensated by the Employer for the following, but will be allowed to utilize leave without pay (LWOP) or annual leave at the Employee's discretion:

- Union meetings and conferences
- Union trainings, except Steward training
- Organizing
- Political activity
- Community functions

State vehicles can be utilized by Union Officers and Stewards, if available, for all committees/taskforce, Employer policy negotiations, and CBA negotiations. Travel time shall use the union time code and can only be utilized up to six (6) hours one way. An Employee cannot use a state vehicle when they are in a LWOP status.

Section 4. The parties shall each designate a centralized point of contact to coordinate the use of time and address any issues related to the use, or allegations of misuse, of time. If there are concerns related to the use or alleged misuse of time, the State designee shall provide as much specific information as possible, and any supporting documentation, to the Union designee and the Union shall seek to resolve the concern as expeditiously as possible.

In the event the State designee is not satisfied with the Union designee's resolution of the issue(s), the State designee may reopen this Section of the Agreement dealing with reasonable time. If no agreement is reached during such negotiations, the Employer designee may use the impasse

resolution procedures provided for in the PEBA. This paragraph shall not preclude the Employer from taking disciplinary action to address the abuse of time.

Section 5. Union Officers and/or Union Staff shall have reasonable access to visit any Employer worksite as necessary for purposes of administration of this Agreement. Such consultation shall not unreasonably interfere with the operations of the Employer. The Employer may designate a management representative through whom all such visits must be coordinated. If an Employer facility is secured, then reasonable notice shall be given and the Employer shall provide a reasonable place where Union Officer or Steward can talk with an Employee in private.

Section 6.

- A.** The Employer shall approve reasonable written requests for annual leave and/or LWOP for up to twenty (20) work days or one-hundred sixty (160) hours annually, one (1) day at a time or consecutively, if requested by Union Officers, Stewards, or Members in order to participate in Union meetings and conferences, organizing, political activity, and community functions.
- B.** The Employer shall approve reasonable written requests for annual leave and/or LWOP in excess of twenty (20) work days or one-hundred sixty (160) hours and less than twelve (12) months for the above purposes and shall assure an Employee the right to return to a position of like status and pay, at the same geographic location, unless the Employer has a reasonable basis to believe that the Employee, upon providing fourteen (14) calendar days' notice, cannot be placed in such a position. If the Employee is away from work for more than four (4) consecutive weeks, the Employer shall grant the leave provided the Employee signs a written waiver of his/her right to return.

An Employee who signs such a waiver shall be returned to a position of like status and pay, at the same geographic location, upon providing fourteen (14) calendar days' notice, provided such a position is available. If such a position is not available, the Employee

will be placed in an available position that is closest to salary range, status, duties, and worksite as possible.

Upon the availability of a position of like status and pay, at the same geographic location, the Employee shall be placed in that position.

Approval of request for extension of LWOP status for additional twelve (12) month periods shall not be unreasonably withheld and shall be provided on the same basis as the original request.

- C.** Employees returning to State service after LWOP shall receive any general salary increases implemented that they would have been entitled to had they not taken LWOP.

Section 7. Except at facilities with 24-hour operations, Union Officers or Stewards who are on non-work time, or Union Staff, may distribute Union literature on Employer facility grounds in public areas, in non-public non-work areas, and in work areas where the distribution does not interfere with Employer operations or present a security or confidentiality breach. At facilities with 24-hour operations, Union Officers or Stewards who are on non-work time, or Union Staff, may distribute Union literature in public areas and in non-public non-work areas, but not in work areas (due to security, safety, privacy, and confidentiality concerns), except the Union shall have the right to place literature in areas adjacent to where paychecks are initially distributed so that Employees may take a copy of the literature.

Distribution of literature at worksites by either the Employer or the Union shall not include materials of a defamatory or obscene nature or personal criticism of any individual or partisan/political materials.

Section 8. The Union shall have exclusive use of separate bulletin boards of an equal size near every bulletin board used by the Employer to give information to Employees. The Union will provide the bulletin board and the Employer will install it unless the Employer agrees to allow the Union to use existing bulletin board space.

Postings on Union bulletin boards shall be confined to internal Union business, including notices and announcements of meetings, news items and labor-management news, but shall not include materials of a

defamatory or obscene nature or personal criticism of any individual or partisan/political material.

The Employer shall not authorize the posting of notices critical of the Union or its representatives on the Employer's official bulletin boards.

Section 9. Within one-hundred-eighty (180) days of the effective date of this Agreement, a Union Officer or Steward will be afforded up to two (2) hours of work time to jointly participate with management in Employer meetings, in order to present and explain this Agreement to Employees. As an exception to the above, at those Employers or institutions that have annual in-service training, a presentation may be made during the annual training.

Section 10. Except as limited by law, each Employee shall have the right to join and assist the Union freely, without fear of penalty or reprisal, or refrain from doing so, and the Employer and the Union shall assure that each Employee shall be protected in the exercise of such right. Allegations concerning violations of these rights shall be filed with the PELRB.

Section 11. Union Officers and/or Stewards may request the use of State property to hold Union meetings. Upon prior notification, the Employer will provide meeting space where feasible, with a reasonable expectation of privacy. Union meetings conducted on State property will not interrupt Employer operations nor take Employees away from their work assignments.

The Employer shall make space available for Union Officers and/or Stewards to have confidential discussions with Employees on an as-needed basis subject to availability.

Section 12. Union Officers and/or Stewards are authorized to make reasonable use of copiers, FAX machines, telephones, computers (including e-mail, teleconferencing and/or videoconferencing equipment), and other office equipment for purposes of investigating and processing grievances and communicating with the Employer and other Union representatives regarding official labor-management business, provided such use does not interfere with official State business. Union Officers and Stewards may use State vehicles, if

available, for all committees/taskforce, Employer policy negotiations, and CBA negotiations.

Section 13. The Union shall be permitted to use internal State mail systems, including computer/electronic mail, for bargaining unit mailings in accordance with applicable Executive policies. The Union shall give the Employer designee reasonable notice in advance of any mass mailings. The Employer will white list CWA emails in all email filters.

Section 14. The Union will provide each Employer with the names and addresses of authorized Union Officers and/or Stewards who will be provided with notice of each orientation meeting held by the Employer. The notice will be sent as soon as such meetings are scheduled and will include date, time, and location. Once new hires have completed their probationary period and become part of an appropriate bargaining unit, the Union will be provided, as available:

- Employee name
- Date of hire
- Cellular, home, and work telephone numbers
- Work and personal electronic mail addresses
- Home address or personal mailing address
- Employee's job title, salary, and work site location

During orientation meetings, the Union Officer and/or Steward will be permitted to give up to a thirty (30) minute presentation, which may include enrollment in supplemental Union benefits and programs. The Union Officer and/or Steward shall participate in the orientation meetings using the same medium as the Employer (e.g., telephone, video conference, F2F meeting). In the event an orientation meeting is not held, the Union Officer and/or Steward will be permitted to provide information to be included in the orientation package that the Employer mails to the Employee.

Section 15. The State designee shall furnish the local Union, every calendar quarter, that this Agreement is in effect, an electronic copy of the following information (also known as the data dump):

- Employee ID
- Name
- Home address
- City
- State
- Zip
- Home phone
- Agency code
- Agency title
- Organizational code
- Employee/job number
- Job class code
- Job class title
- Pay range
- Hourly rate of pay
- Hire date
- Hire date in current title
- Only Union covered
- Work location
- Term/perm status
- Compa-ratio
- Equivalency (part or full time)
- Work and personal email addresses, if known

The State designee shall furnish the Union monthly with an electronic copy of the following information, as available, for all bargaining unit Employees:

- Employee ID
- Name
- Retired, Terminated, Deceased, Promoted, Transferred out of the bargaining unit

The State designee shall furnish the Union bi-weekly with an electronic copy of the following information pertaining to all bargaining unit Members:

- Employee ID
- Name
- Member deductions
- Political Action Fund (PAF) deductions

Additionally, the following will be supplied to the Union by the Employer:

- Organizational listing – annually;
- Addresses of the physical work location for each Employer's operations – semi-annually.

Section 16. Training. The Employer shall allow CWA Union Officers and Stewards the opportunity to attend State Personnel Office (SPO) supervisory and management trainings.

ARTICLE 3. DEDUCTIONS

Section 1. Dues Deductions.

- A.** The State will honor voluntary uniform Union membership dues deduction authorizations. The amount of the dues shall be certified in writing and shall not include special assessments, penalties, or fines of any type.

The State's designee will begin all voluntary deductions promptly after receiving stamped authorization cards from the Union in a time frame consistent with other Employee payroll deductions. Upon receipt, the State's designee will file authorization cards in the personnel file. Authorizations shall be submitted in writing by the Employee to State's designee. Upon receipt, the State's designee shall send the Union a copy of such forms.

Electronic cards and signatures will be accepted by the State's designee from the Union or the Employee in place of hard copy authorizations.

- B.** If a Member has insufficient earnings for the pay period, no dues or other deduction will be made for that Member for that pay period.

The State's designee shall provide the Union with a list of the names of each of the Members from whom the State's designee is making deductions under this Article and the amount deducted. This listing may be made available in an electronic format.

The Union shall certify to the State's designee, in writing, by a duly authorized Union Officer, the amount per pay period to be deducted for Union membership dues under deduction authorizations.

- C.** Membership dues deduction authorizations shall continue until the Member instructs the Union in writing to end such deduction, as long as such Member instruction to end dues deduction is made during the first ten (10) days in December. Within ten (10) days of receipt of notice from a public Member of revocation of authorization for the payroll deduction of dues, the Union shall provide notice to the State's designee of the revocation and the revocation shall be effective on the thirtieth (30th) day after the notice is provided to the State's designee by the Union.

- D. It is specifically agreed that the State assumes no obligation, financial or otherwise, arising out of its application of the provisions of this Article and the Union agrees that it will indemnify and hold the State harmless from and against any claims, actions, or proceedings arising from deductions made by the State pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2. CWA-PAF.

- A. The State shall also honor separate additional voluntary deduction authorization cards for the Union's Political Action Fund (CWA-PAF). The standard card to be used following the execution of this Agreement authorizing dues deduction and authorizing CWA-PAF deduction shall be attached to this Agreement.
- B. The State's designee will begin all voluntary CWA-PAF deductions promptly upon receipt of the Employee's authorization card from the Union. All money deducted from wages under this Article shall be remitted to the Union.
- C. An Employee shall specify the amount for the CWA-PAF program. Electronic cards and signatures will be accepted by the State's designee from the Union or the Employee in place of hard copy authorizations.
- D. An Employee may terminate deductions for the CWA-PAF at any time.
- E. All funds collected and distributed to the Union as dues deductions shall not be co-mingled with any funds collected and distributed to the Union as CWA-PAF deductions.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. Except to the extent specifically modified or limited by this Agreement or by applicable statutory or regulatory provisions, the sole and exclusive rights of management shall include the following:

- A.** Direct the work of, hire, promote, assign, evaluate, transfer, demote, suspend, dismiss or otherwise discipline Employees;
- B.** Determine qualifications for employment and the nature and content of personnel examinations;
- C.** Take actions as may be necessary to carry out the mission of the State in emergencies;
- D.** Determine the size and composition of the workforce;
- E.** Formulate financial and accounting procedures;
- F.** Make technological or service improvements and change production methods;
- G.** Relieve an Employee from duties because of lack of work or other legitimate reason;
- H.** Determine mission, methods, means and personnel by which the Employer's operations are to be conducted;
- I.** Determine the building location of its organization;
- J.** Provide reasonable rules and regulations governing the conduct of Employees;
- K.** Provide reasonable standards and rules for Employees' safety; and
- L.** Determine scheduling.

Section 2. Prior to implementing any change in existing terms or conditions of employment relating to items I, J, K, or L of Section 1 above, the Employer shall provide the Union with reasonable notice of such contemplated action and, if requested to do so, shall bargain with the Union in good faith to impasse, prior to implementing such changes.

ARTICLE 5. NON-DISCRIMINATION

Section 1. No Employee shall be discriminated against by reasons of Union membership or non-membership or activities on behalf of or in opposition to the Union.

Section 2. The Employer will provide each worksite location with a current paper copy of the Employer's current internal policies and procedures, unless an alternative to paper copies is mutually agreed upon by the Employer Labor-Management Committee (ELMC). The specific worksite location of the paper copy will be mutually determined by the ELMC. If no ELMC exists, the decision on how copies will be provided at the specific worksite will be made at the Statewide Labor-Management Committee (SLMC).

Section 3. All written personnel policies and procedures within an Employer shall be administered and applied consistently. Accommodations required by law shall not be questioned, challenged, or grieved.

Section 4. Personnel policies and procedures dealing with compliance with the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Family and Medical Leave Act (FMLA), the Equal Pay Act (EPA), Equal Employment Opportunity Commission (EEOC), and all other applicable federal and state equal employment opportunity laws and regulations are not grievable under the Grievance and Arbitration Procedure.

ARTICLE 6. PRE-DISCIPLINARY INVESTIGATIONS

Section 1. Whenever the Employer conducts an investigatory interview with an Employee and the Employee reasonably believes that by answering the questions, discipline could result, the Employee shall have the right to request an available representative of their choosing to be present at the investigatory interview. (This is also known as Weingarten Rights.)

Except under extenuating circumstances, the Employee may reschedule the meeting for another reasonable time in order to secure representation during the interview.

Employees shall have the following rights in addition to those rights established by the State Personnel Board (SPB) Rules:

- A.** Where the Employer is investigating any Employee for possible disciplinary actions, the Employer shall:
 - 1.** Notify the Employee at the outset of the meeting that the Employee is being investigated for possible disciplinary action;
 - 2.** On the Employee's request, allow the Employee the opportunity for Union representation; and
 - 3.** If the Employer elects to proceed with the interview, provide the Employee with a reasonable amount of time to confer with his/her representative.
- B.** The Employer may not make a verbatim record of such interview unless it notifies the Employee at the outset of the meeting of its intention to do so. If the Employer does elect to make a verbatim record of the meeting, the Employee shall be provided with a true and correct copy of the record. In addition, if the Employer is recording the meeting, the Employee may also record the meeting provided that the meeting will not be unduly delayed while the Employee obtains a recording device.
- C.** An Employee may refuse to answer questions of a superior that probe possible criminal conduct until the Employee has obtained legal advice and/or counsel. The Employee shall be given a reasonable period of time to secure counsel.

D. In all cases, the confidentiality of the disciplinary process shall be maintained by the Employer and its representatives, the Employee's representative, and any and all Stewards shadowing, as required by law, SPB Rules, and this Agreement.

Section 2. When the Employer receives a complaint against an Employee covered herein, the Employer shall provide the Employee with the opportunity to respond to the complaint. The Employee shall not respond directly to the complainant unless directed to do so by the immediate supervisor.

Section 3. If an Employer representative needs to talk to an Employee concerning a matter of performance or behavior, reasonable efforts shall be made to hold the meeting in private.

ARTICLE 7. DISCIPLINE AND DISCHARGE

Section 1. Discipline. The primary purpose of discipline is to correct performance or behavior that is below acceptable standards, or contrary to the Employer's legitimate interests, in a constructive manner that promotes Employee responsibility.

Progressive discipline shall be used whenever appropriate. Progressive discipline can range from a reminder, to an oral or written reprimand, to a suspension, demotion, or dismissal. There are instances when a disciplinary action, including dismissal, is appropriate without first having imposed a less severe form of discipline.

The Employer shall utilize alternative methods to resolve conflicts or improper Employee performance or behavior whenever appropriate.

Section 2. Just Cause. An Employee who has completed the probationary period required by SPB Rules may be suspended, demoted, or dismissed only for just cause, which is any behavior relating to the Employee's work that is inconsistent with the Employee's obligation to the Employer.

Just cause includes, but is not limited to: inefficiency; incompetence; misconduct; negligence; insubordination; performance which continues to be unsatisfactory after the Employee has been given a reasonable opportunity to correct it; absence without leave; any reasons prescribed in SPB Rules; failure to comply with any provisions of SPB Rules; falsifying official records and/or documents (NMSA 1978, Section 10-9-22); or conviction of a felony or misdemeanor when the provisions of the Criminal Offender Employment Act, (NMSA 1978, Sections 28-2-1 to 28-2-6 apply).

Section 3. Time Limits. Except for cases where outside Employers or divisions are involved in the investigation, the Employer may impose any disciplinary action or issue a NCA no later than forty-five (45) calendar days of receiving the initial notification in writing of conduct that could potentially lead to disciplinary action being imposed, unless facts and circumstances exist which require a longer period of time. In the event that the Employer cannot reasonably meet the forty-five (45) day limit,

the Union will be notified of the reason for the delay and an extension will be requested in writing, which will not be unreasonably denied.

Section 4. Making an Irrevocable Election. In accordance with the Personnel Act (NMSA 1978, Section 10-9-18), an Employee who has completed the probationary period and has been dismissed, demoted, or suspended has the right to an appeal. The Employee may have the appeal decided by the SPB in accordance with SPB Rules or may make an irrevocable election to have the appeal decided by an Arbitrator, but not both. No later than thirty (30) calendar days from the effective date of the dismissal, demotion, or suspension, a notice of appeal and irrevocable election must be made in writing and filed with the State Personnel Director. The notice must indicate whether the Employee is choosing to have the SPB or an Arbitrator decide the appeal and must be accompanied by a copy of the NFA.

An appeal indicating that an election for SPB Hearing has been made will proceed in accordance with SPB Rules. An appeal indicating that an irrevocable election for arbitration has been made will proceed in accordance with Section 5.

Section 5. Filing a Disciplinary Appeal. Within seven (7) calendar days of the receipt of notice of appeal and that an irrevocable election for arbitration has been made, the State Personnel Director shall notify the Employee, the Union, and the Employer of his/her receipt.

Within seven (7) calendar days of the receipt of notice from the Director, the Union shall make a request for a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service (FMCS), unless the parties within such time period can agree upon an Arbitrator or alternative panel of Arbitrators from which to select an Arbitrator.

Within seven (7) calendar days of the receipt of a list of Arbitrators by both parties or agreement to an alternative panel, the parties will select the Arbitrator.

The selection shall be made by the Union and the Employer alternately eliminating names. The last name remaining shall be the Arbitrator. The parties shall flip a coin to determine who shall strike the first name.

Each party shall pay one-half of the cost of obtaining the panel of Arbitrators from FMCS. The Union will invoice the Employer for one-half the cost of obtaining those panels.

Section 6. Hearings. In accordance with the Personnel Act (NMSA 1978, Sections 10-9-18 (A),(H)), the appealing Employee and the Employer whose action is reviewed have the right to be heard publicly and to present facts pertinent to the appeal.

In accordance with the Personnel Act (NMSA 1978, Sections 10-9-18 (C),(H)), the technical rules of evidence shall not apply.

In the case of evidence relating to polygraph examinations, the proponent must have followed all the provisions of Rule 11-707 NMRA.

The Arbitrator shall admit evidence relevant only to those allegations against the Employee included in both the NCA and the NFA.

In the event that an interpreter is needed, due to visual or hearing impairment or due to non-understanding of English well enough to understand the proceedings, the party responsible for the person in need of the interpreter shall bear the burden of providing said interpreter.

A. Record of the Hearing. In accordance with NMSA 1978, Sections 10-9-18 (D),(H), a record shall be made of the hearing. The hearing shall be recorded by a court reporter, video recording device, and/or audio-recording device, provided by the Employer, under the supervision of the Arbitrator. No other recording of the hearing, by whatever means, shall be permitted without the approval of the Arbitrator.

The Employer will provide a copy of the record to the Arbitrator and shall make a copy of the record available for review by the Union.

The Employer shall provide a copy of the record for submission to District Court in the event of an appeal.

B. Decisions of the Arbitrator. The Arbitrator's decision shall be final and binding on the parties', subject to judicial review in accordance with NMSA 1978, Sections 10-9-18 (G),(H).

The Arbitrator shall not have authority to make an award that includes a fine or other punitive damages or award of attorneys' fees.

The Arbitrator shall provide a decision within sixty (60) calendar days after post-hearing submissions have been made.

In the event of an appeal to District Court, the appealing party shall prepare the Record Proper, subject to review by the other party prior to submission to District Court.

The appealing party will ensure there is ample time for review.

C. Reinstatement. In accordance with NMSA 1978, Sections 10-9-18 (F),(H), if the Arbitrator finds that the action taken by the Employer was without just cause, the Arbitrator may modify the disciplinary action or order the Employer to reinstate the appealing Employee to the Employee's former position or to a position of like status and pay. The reinstatement shall be effective within thirty (30) calendar days of the Arbitrator's decision. The Arbitrator may award back pay as of the date of the dismissal, demotion, or suspension or as of the later date the Arbitrator may specify.

D. Cost of Arbitration. Each party shall pay one-half of the Arbitrator's fees and expenses.

In the event that the Union does not represent the Employee in their appeal before an Arbitrator the burden of representation and burden of cost falls on the Employee.

E. Exploratory Committee for Expedited Advisory Bench Arbitration for Discipline. The parties agree to an exploratory committee to research the feasibility and legality of using expedited advisory bench arbitration for discipline. Joint recommendations agreed to by the committee will be presented to the leadership of the parties to this Agreement within one (1) year from the date of ratification.

Based on the recommendations of the committee, the parties may jointly agree to reopen this Article.

ARTICLE 8. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Scope.

- A.** Allegations of violation, misapplication, or misinterpretation of this Agreement, except the Preamble and Agreement, shall be subject to this negotiated Grievance Procedure. For purposes of this Article, "day" means calendar day unless otherwise specified. In the event the day an action or response is due is a Saturday, Sunday, or legal Holiday (as determined by the SPB), the action or response shall be due the following workday.
- B.** Allegations of violation, misapplication, or misinterpretation of applicable SPB Rules may be grieved through Step 3 of this negotiated Grievance Procedure. If the matter is not satisfactorily resolved at Step 3, the Union or the Employee may appeal to the State Personnel Director within thirty (30) days of the Step 3 response in accordance with applicable regulations of the SPB Rules.
- C.** The parties agree that this Section shall not be used by either party as a waiver, or concession of position, as to the interpretation of the PEBA.
- D.** Whenever alternative methods are agreed to as part of the grievance process, and the alternative method so allows and the grievant so requests, the advocate for either party will be provided with an opportunity to be present, but will not impede the process. The process will be strictly confidential and any documents prepared for the process, including records or documentation of any draft resolution and any unsigned Agreements, shall not be placed in the Employee's personnel file nor be used in or admissible in any investigation, grievance, complaint, arbitration, or administrative proceeding.
- E.** The parties shall also be provided with copies of relevant documents and an opportunity to make their views known, as long as the presentation of the advocates' views does not impede the process. Any adjustments reached will be consistent with the terms of this Agreement.

- F. Grievances may be filed on behalf of an individual aggrieved Employee (“grievant”) or group of Employees covered by this Agreement or by the Union.
- G. An individual Employee may present a grievance under the provisions of this Article and have it adjusted without the intervention of the Union so long as:
 - 1. The adjustment is consistent with the terms of this Agreement; and
 - 2. The Union is provided with the opportunity to be present during the grievance meetings, is provided copies of grievance documents, and is provided an opportunity to make its views known. An Employee may not retain outside representation under this Grievance Procedure without the advanced approval of the Union. An individual Employee may not invoke arbitration under this Article.

Section 2. Steps in the Grievance Procedure. Employees should attempt to resolve any problem with their immediate supervisor before filing a formal grievance under the procedures established in this Article. Informal resolution of grievances prior to Step 1 shall not be binding upon the parties as past practice or interpretation of this Agreement.

The parties shall use this Grievance Procedure in an attempt to resolve issues at the lowest possible level. The parties agree that voluntary F2F meetings can be an effective way to reach resolution. By mutual agreement, meetings to resolve grievances may be conducted telephonically and/or by video-conferencing.

The parties agree, unless otherwise protected by law, to make available, upon written request, all documents that could reasonably assist the parties in resolving their dispute. The requested documents shall be provided within a reasonable time after the request and prior to any subsequent meeting or hearing.

The Employer shall identify, in writing, the Employer representative(s) who shall, under the terms of this Agreement, be the recipient at Step 2 and Step 3 of the Grievance Procedure.

Step 1. Immediate Supervisor Level. Grievances must be initiated by presenting a written grievance to the grievant's immediate supervisor with a copy to the Human Resources Bureau promptly and no later than thirty (30) calendar days after the grievant or the Union was aware, or reasonably could have become aware, of the incident(s) giving rise to the alleged grievance.

For Steps 1 through Step 3 as set forth herein, the Union or grievant shall submit the following information in writing:

- A.** The Employee's name, job title, and worksite;
- B.** The name, address, and telephone of the Union representative, if any;
- C.** The Article(s) and Section(s) of this Agreement alleged to have been violated;
- D.** A description of the alleged violation;
- E.** The relief requested;
- F.** The signature of the grievant or of the Union representative.

For Step 1, the immediate supervisor shall respond in writing within ten (10) calendar days of receipt of the written grievance. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at Step 1, the grievance may be submitted to Step 2 by filing with the designated Employer representative, who shall be identified by the Employer in Step 1 of this process, with a copy to the Human Resources Bureau, within ten (10) calendar days of the time for response of the immediate supervisor.

Step 2. Secondary Supervisor Level. The Union or grievant shall submit the grievance to the designated Employer representative in writing, with a copy to the Human Resources Bureau. The Employer representative shall respond in writing within ten (10) calendar days of receipt of the written grievance. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to Step 3 by filing with the Employer with a

copy to the Human Resources Bureau within ten (10) calendar days of the time for response.

Step 3. Employer Level. The Union or grievant shall submit the grievance, in writing, to the designated Employer representative, with a copy to the Human Resources Bureau. If no Employer representative has been designated, then the top administrative official of the Employer or Department shall be considered the recipient. The Step 3 recipient shall respond in writing within fourteen (14) calendar days of receipt of the written grievance. Failure to respond shall constitute a denial of the grievance. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to arbitration by the Union but not by the individual grievant.

Written reprimands may be grieved in accordance with the Grievance Procedure through Step 3. If the Union or individual Employee grievant is dissatisfied with the response at Step 3, the Step 3 decision may be appealed within ten (10) calendar days to the Director of the SPO or his/her designee.

At his/her option, the SPO Director or designee may meet with the Employer representative, the Employee and his/her representative, or conduct a paper review of the Employer decision. In any event, the Director or designee shall issue a final and binding decision of the appeal within twenty-one (21) calendar days.

Section 3. Grievance Arbitration. The Union may invoke Grievance Arbitration by serving a written demand for arbitration upon the Employer within thirty (30) calendar days from the time for response of the Employer. Within seven (7) calendar days of the written demand for arbitration, the Union shall make a request for a panel of seven (7) Arbitrators from the FMCS, unless the parties within such time period can agree upon an Arbitrator or alternative panel of Arbitrators from which to select an Arbitrator. Within seven (7) calendar days of the receipt of a list of Arbitrators by both parties or agreement to an alternative panel, the parties will meet to select the Arbitrator.

The selection shall be made by the Union and the Employer alternately eliminating names. The last name remaining shall be the Arbitrator. The parties shall flip a coin to determine who shall strike the first name.

Each party shall pay one-half of the cost of obtaining the panel of Arbitrators from FMCS. The Union will invoice the Employer for one-half the cost of obtaining those panels.

The decision of the Arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief.

The Arbitrator shall not have authority to make an award that includes a fine or other punitive damages or to award attorneys' fees.

Each party shall pay one-half of the Arbitrator's fees and expenses. The Arbitrator's decision shall be final and binding on the parties', subject only to judicial review in accordance with the New Mexico Uniform Arbitration Act.

The Arbitrator shall provide the decision with sixty (60) calendar days after post hearing submissions have been made.

Section 4. Miscellaneous.

- A.** Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, except by mutual written agreement of the parties. This provision shall not apply to Grievance Arbitration hearings.
- B.** Any of the time limits or steps set out in this Article may be extended, waived, or otherwise modified by written agreement of the parties.
- C.** If the Employer fails to respond within the designated time limits, the grievance shall be deemed denied and the Union or grievant may advance the grievance through Step 3 in accordance with the procedures set forth in this Article.
- D.** The issue of non-grievability may be properly raised at any step of the Grievance Procedure. The Arbitrator shall decide all issues regarding the grievability of grievances.
- E.** Grievances may be withdrawn by the Union or the grievant at any step of the Grievance Procedure without prejudice except as to objections to timeliness.

- F.** The arbitration procedure set forth in this Article shall not apply to events that occur before the effective date of this Agreement.
- G.** The two parties to this Agreement may be represented by counsel at any step of the Grievance and Arbitration Procedure.
- H.** Court reporters are permitted in arbitration. The cost will be borne by the party requesting the reporter. If the other party requests a copy of the transcript, the parties agree to each pay one-half the cost of the court reporter services and transcripts.

ARTICLE 9. SENIORITY

The following definitions shall apply to all applications of seniority under this Agreement.

A. “State Seniority” means the length of continuous service in a career or term position (including probationary period) within the Executive Branch of State Government.

B. “Employer Seniority” means the length of continuous service in a career or term position (including probationary period) with an Employee’s current Employer.

Where two (2) or more Employees have the same seniority dates for determining job rights, then seniority shall be based on the highest number of the last four digits of the Employee’s social security numbers, with the highest number being 9999 and the lowest number 0000.

Except as otherwise provided by applicable law, seniority shall be broken under the following circumstances:

1. If the Employee quits, resigns, or retires;
2. If the Employee is dismissed and the dismissal is not reversed through applicable appeal procedures;
3. If the Employee fails to return from authorized leave;
4. If the Employee fails to respond to a recall from layoff; or
5. If the Employee is on layoff status for more than six (6) months.

ARTICLE 10. LABOR-MANAGEMENT COMMITTEES AND TASKFORCE

Section 1. Statewide Labor-Management Committee. The parties shall establish a Statewide Labor-Management Committee (SLMC), which shall be a standing committee for the duration of this Agreement.

The SLMC shall meet at least every other month at a mutually agreed upon time and place and committee members will utilize the union time code for attendance. The Union and the State designee shall each appoint one co-chairperson and one Member from each Employer at which the Union represents Employees unless mutually agreed to the contrary.

The SLMC shall be free to address, without restriction, any topic of mutual interest or concern that affects working conditions of Employees. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement between the parties unless reduced to writing, specifically identified in the body thereof as constituting such an agreement and signed and dated by the authorized representatives of the parties respectively. The co-chairs will develop the agenda and scheduling by mutual agreement.

Section 2. Employer Labor-Management Committee. In addition to the SLMC established in Section 1 above, the parties shall meet at the Employer or sub-Employer level to discuss matters unique to that Employer or sub-Employer (ELMC). If either party fails to meet at the ELMC level, the affected party may petition the SLMC to facilitate discussions of Employer and sub-Employer matters, by the parties, at that respective level. The co-chairs will develop the agenda, scheduling, and the number of attendees by mutual agreement.

Section 3. Employer Health and Safety Committees. To facilitate the development and active maintenance of safety management programs, Employer Health and Safety Committees (EHSC) are established. The Employer shall appoint a reasonable number of management Employees and the Union shall select an equal number of Employees to

an EHSC in each Employer where there are Employees covered by this Agreement. EHSCs shall meet regularly at reasonable intervals based on the tasks needing to be accomplished. EHSC Members shall utilize the union time code for attendance. The Union and the Employer shall each designate one (1) of their respective Members to serve as co-chair to the EHSC. The EHSC shall:

- A.** Recommend safety and health standards specific to each Employer's operations;
- B.** Review Employer loss control information to ensure adequate measures are being taken to prevent recurrence of the same or similar losses;
- C.** Establish guidelines designed to minimize Employee risk of becoming harmed by prisoner, client, or patient violence or abuse;
- D.** Be briefed, upon request, by Employer representatives undertaking workplace redesign and seek remedies for workplaces with inadequate heating, ventilation, cooling, air quality and workspace;
- E.** Implement emergency evacuation plans; and
- F.** Consider ways to promote good mental health in the workplace, including developing training to help recognize and raise awareness to prevent bullying in the workplace; and
- G.** The co-chairs will develop the agenda and scheduling by mutual agreement.

Upon mutual agreement the ELMC may serve as the EHSC.

Section 4. Group Benefits Committee. At the Governor's earliest convenience, the Governor shall appoint two (2) Employees, nominated by the Union, to serve on the Group Benefits Committee or such other body that may be designated to advise on such matters. The Union shall designate one (1) of the Employees as the attending Member and one (1) of the Employees as an alternate. The Employee designated as an alternate may also attend the meetings.

Section 5. Classification Reviews/Studies. The State Personnel Director shall include the appropriate representation as designated by the Union to serve as subject matter experts in any classification

review/study being conducted that includes positions in the bargaining unit and is anticipated to result in:

- Creation, modification and/or deletion of job classifications;
- Grouping of job classification by job family or occupational group;
- Describing or altering the duties, knowledge, skills, or abilities within job classifications.

Section 6. Job Evaluation Committee. The State Personnel Director shall give the Union the opportunity to participate in any job evaluation committee established with regard to positions in the bargaining unit. The Union shall be entitled to select five (5) representatives who are State Employees and who are eligible to serve on job evaluation committees. The Union shall designate two (2) of the five (5) as regular members, and the remaining three (3) shall act as alternates.

The Union shall have the right to identify and propose to the State Personnel Director the review and/or study of job classifications and/or positions in relation to Section 5 and 6 of this Article. The State Personnel Director will consider the Union's request in the same manner and conditions as requests identified by an Employer in accordance with applicable SPB Rules.

Section 7. Commuter Committee. The SLMC will conduct a study related to the plausibility of providing Rail Runner passes at a reduced cost.

Section 8. Donation of Leave Bank Task Force. The State designee and the Union shall convene a multi-Employer task force consisting of Management and selected delegates of the applicable bargaining unit charged with conducting a study related to the creation of a Leave Donation Bank. The task force shall, among other things, examine:

- A means to create a fair and economical system of administration;
- Similar systems in other branches of government, other states or other industries;
- Means by which donations of leave to the bank would occur;
- Identification of types of leave eligible for donation to the bank;

- Conversion of leave at the time of retirement for purposes of leave donation;
- Methods and means for withdrawal from the bank;
- Economic and/or fiscal impact;
- Administration and/or management of the bank;
- Technical system(s) capabilities and/or limitations;
- Administrative costs and/or parameters; and
- Necessary amendments to State administrative code, statute, or constitution.

The taskforce will consult with the Union, human resources, legal, IT, and legislative experts. The taskforce will be comprised of three (3) Union and three (3) Management Employees and allow up to a total of two-hundred forty (240) hours of paid time to complete the study and will present their final recommendation to the Governor for consideration no later than December 2021.

ARTICLE 11. HOURS OF WORK, SCHEDULES, AND SHIFTS

Section 1. Workweek. For purposes of this Agreement, the work week will be a calendar week beginning at 12:01 a.m. Saturday and ending 12:00 midnight the following Friday. A full-time Employee's normal work week will consist of forty (40) hours per week, except as otherwise allowed for by law. This shall not be a guarantee of any minimum number of hours worked. No regular work shift shall be split into more than two (2) segments with an unpaid break of greater than one (1) hour.

Section 2. The Employer may change a work week schedule (e.g., from five (5) days of eight (8) hours to four (4) days of ten (10) hours) that exists at a particular worksite as of the effective date of this Agreement in accordance with its Management Rights (Article 4 of this Agreement).

Section 3. Alternative Work Schedules. Alternative work schedule means an approved schedule for an Employee that deviates from the work week described in Section 1, Section 2, or a schedule that deviates from a worksite's normal schedule. Employees who work a "shift work schedule" as part of a rotating group of individuals who must continuously maintain a 24-hour operation or facility are not eligible for an alternative work schedule.

- A.** An Employee may apply for a schedule that deviates from a worksite's normally scheduled work hours and workdays (alternative work schedule). The Employer shall not unreasonably deny or rescind an Employee's requested alternative work schedule. Performance deficiency, unsatisfactory attendance and timeliness, and disciplinary actions may be grounds for denial or rescission. Operational needs and job duties may also be grounds for denial or rescission of an alternative work schedule.
- B.** If an Employee's application for an alternative work schedule cannot be approved because another Employee is also requesting or is on the same or similar schedule which precludes the same alternative work schedule accommodation, then Employer Seniority shall be

the determining factor for which Employee shall be granted or maintained on their requested alternative work schedule.

- C.** When an Employee requests an alternative work schedule the Employer shall approve or deny, in writing, the Employee's request within fourteen (14) calendar days.
- D.** Prior to rescinding the alternative work schedule, the Employer shall provide the Employee with no less than fourteen (14) calendar days' notice in writing.

Section 4. Twenty-Four (24) Hour or Seven (7) Day Facility

Scheduling. For Employees who perform shift work at facilities with 7-day or 24-hour operations, the Employer shall post Employees' work shift schedules at least seven (7) calendar days prior to the beginning of a new or revised schedule.

Section 5. Employee Schedule Changes. Changes in Employee schedules may be made only to meet the legitimate and unanticipated operational and budgetary needs of the worksite; provided, however, no changes to schedules will be made to avoid the payment of overtime or accrual of compensatory time.

Section 6. Breaks. The Employer shall provide Employees a reasonable number of rest periods during the workday. The Employer shall provide Employees with either a paid or unpaid meal period during the workday.

Section 7. Make-Up Time. When an Employee is occasionally late for work and has called in or made a reasonable attempt to do so, the Employer, if possible, shall allow them to make-up up to one (1) hour of lost work time within the same work week.

Section 8. Worksite Accommodation. Where practicable, at the Employee's request, the Employer will provide reasonable alternative worksite accommodation due to a temporary medical condition.

Section 9. Job Sharing. Part-time Employees may share the same job position and the Employer shall approve reasonable job sharing provisions proposed by Employees wishing to share a job.

Section 10. Telework/Telecommuting. The State recognizes that the Union has a continuing interest in telework/telecommuting and its impact on the bargaining unit. Accordingly, the Union requests that the parties meet to discuss the impact of telework/telecommuting on the bargaining unit.

Section 11. Part-Time Employees. Part-time Employees shall be entitled to all of the provisions identified in Sections 4 through 9 of this Article based on their hours worked.

ARTICLE 12. OVERTIME AND COMPENSATORY TIME

Section 1. Overtime. The Employer shall compensate FLSA non-exempt Employees at the rate of one and one-half (1½) times the Employee's regular hourly rate of pay for hours worked in excess of forty (40) hours during the Employee's designated work week (overtime pay).

Section 2. Exclusions from Overtime Calculations. With the exception of vacation, holiday pay and administrative leave for voting, hours paid for but not worked, and all other pay excludable from "regular rate" for purposes of calculating overtime under Section 7(e) of the FLSA shall not be considered in computing overtime.

Section 3. Compensatory Time for Non-Exempt Employees. FLSA non-exempt Employees may accrue in their Premium Bank, up to two-hundred forty (240) hours of compensatory time off (Premium Bank) at the rate of one and one-half (1½) hours for each hour of time worked where such time worked would otherwise be compensated by overtime pay. Once an Employee reaches two-hundred forty (240) hours in their Premium Bank or any combination of administrative comp time, holiday comp time, or comp time reaches two-hundred forty (240) hours, the Employer may pay out the excess over two-hundred forty (240) hours.

Overtime will be paid in cash or compensatory time at the Employee's election per pay period, unless the Employee is informed at the time, the overtime is assigned that only comp time is being offered.

When only comp time is offered, the Employee may refuse the overtime assignment without penalty. The date to be taken as comp time off shall be scheduled by agreement between the supervisor and the Employee, and supervisory approval for the use of comp time will be granted in a fair and equitable manner.

All unused comp time will be paid to the Employee upon an Employee leaving the Employer or a department, division, or other subgroup which has an individual budget, or to the Employee's estate upon the Employee's death, at the final regular rate received by the Employee.

Section 4. Compensatory Time for Exempt Employees. FLSA exempt Employees may accrue up to one hundred twenty (120) hours of comp

time at the rate of one (1) hour for each hour of time worked in excess of forty (40) hours during the Employee's designated work week, except supervisory nurses providing direct care will accrue comp time at the rate of time and one-half.

Employers may, at their discretion, offer cash overtime payments. The date to be taken as comp time shall be scheduled by agreement between the supervisor and the Employee, and supervisory approval for the use of comp time will be granted in a fair and equitable manner. Unused comp time may be paid to the Employee upon an Employee's leaving the Employer or a department, division, or other subgroup which has an individual budget, or to the Employee's estate upon the Employee's death, if an Employer's policy so allows. Payment of unused comp time is subject to budget availability.

Once an Employee reaches one-hundred twenty (120) hours of any combination of administrative comp time, holiday comp time or comp time, the Employer may pay out the excess over one-hundred twenty (120) hours.

Section 5. Overtime Scheduling. If overtime is required, that is a continuation of a particular Employee's job assignment, that particular Employee shall perform the overtime that is required. If overtime is required that is not a continuation of any particular Employee's job assignment, the supervisor shall first offer overtime to the Employees under his/her supervision who are qualified to perform the necessary tasks.

If more than one qualified Employee volunteers to work overtime, the supervisor shall assign overtime based on Employer Seniority within the work group that he/she supervises and rotate overtime assignments in a fair and equitable manner.

If no volunteers are available, then the supervisor will designate Employees capable and qualified to perform the work based on reverse Employer Seniority, and mandatory overtime shall be rotated in a fair and equitable manner. The Employer shall have the right to require Employees to work overtime consistent with this Section.

ARTICLE 13. EMPLOYER FURLOUGH AND REDUCTION IN FORCE PLANS

Section 1. In the event the Employer contemplates a furlough or reduction in force (RIF), prior to submitting its furlough or RIF plans to the SPB, the Employer shall notify and meet with the Union to discuss the furlough or RIF plan and consider alternatives.

Section 2. Furlough. In the event of a furlough, other than a furlough implemented because of a temporary loss of federal funds, the Employer may not furlough an Employee in the manner that results in the loss of more than eighty (80) hours of pay during a twelve (12) month period or more than fifty-three (53) hours of pay in any pay period, unless agreed to by the Union and there are no other alternatives available.

The furlough plan shall affect all Employees within the organizational unit impacted to the same extent including the return to full service.

Section 3. Reduction in Force. Employee to be affected by a RIF shall be provided the right of first refusal to any position to be filled within the Employer for which they meet the established requirements at the same or lower midpoint than the midpoint of the position the Employee currently holds unless there is another candidate exercising RIF rights for the position.

All reasonable efforts shall be made to ensure that an Employee shall not receive a pay reduction. However, if the pay band of the position for which an Employee is exercising RIF rights is lower than the Employee's current pay band, the Employee shall be paid at a rate no higher than the maximum rate for the pay band of the position.

No Employee in career status shall be laid off while there are probationary, emergency, or temporary status Employees in the same classification in the same organization unit. The order of layoff due to a RIF as well as the return to State service shall be by Employer Seniority date.

ARTICLE 14. FILLING OF VACANCIES

Section 1. Advertising. The Employer shall advertise all bargaining unit job vacancies which the Employer intends to fill in a reasonable manner, including posting a notice on designated bulletin boards at the location where the vacancy exists, for a period of at least ten (10) calendar days, unless SPB Rules authorize the Employer to fill the position without prior advertising. If multiple applicants are equally qualified, then Employer Seniority shall govern the applicant selection for vacancies within the bargaining unit covered by this Agreement. If Employer Seniority does not break the tie, then State Seniority shall govern the applicant selection.

Section 2. Qualifications. Minimum qualifications or other equivalent qualification, established for a position shall be approved by SPO prior to recruitment. Minimum Qualifications, and/or other equivalent qualifications, shall consist only of job-related education, experiences, licensure, certification registration, and/or legal requirements that are:

- A. Appropriate to the occupation and job duties of the position;
- B. Necessary for successful performance of the essential duties of the position; and
- C. Not designed to unduly restrict competition.

Section 3. Transfers. The Employer may not involuntarily transfer an Employee to a post of duty that is more than thirty-five (35) miles from his/her current post of duty.

Employees with satisfactory annual evaluations wishing to transfer within an Employer to a vacant position of the same job description as their current position may make a request for transfer. The Employer will duly consider the request and will not unreasonably deny the request unless granting of the request creates a negative operational impact or conflict.

Section 4. Notification. In-house candidates who are interviewed and not selected for a position shall be given written notice of their non-selection in a timely manner prior to the successful candidate's first day on the job.

ARTICLE 15. PERSONNEL RECORDS

Section 1. Maintenance of Records.

- A.** The Employer shall maintain all records concerning an Employee under secure conditions. The Employer shall maintain at least one official set of records concerning an Employee (personnel record). The personnel record may contain “confidential” documents, as defined in this Article.
- B.** Employees shall have a right of access to any documents filed in their official personnel record after such documents are filed. Employees may respond in writing to any matter contained in their personnel record, and responses shall be included in the personnel record at the Employee’s request.
- C.** With the exception of files on conduct or performance maintained by an Employee’s immediate supervisor in accordance with subsection E below or confidential investigatory files in accordance with subsection F below, all other files maintained by the Employer and its managers which contain performance or conduct information specific to an Employee shall be made available by inspection and copy by the Employee upon request.
- D.** Records or files maintained by an Employee’s immediate supervisor separate from the Employee’s official personnel record shall not be considered an official State record or part of the Employee’s personnel record, but shall be considered as an extension of the supervisor’s memory. If maintained, such records or files shall be disclosed in accordance with the following:

 - 1.** Except as stated below, the supervisor may, but is not required to, disclose these records to the Employee upon request;
 - 2.** The supervisor is required to disclose such records to the Employee if the supervisor takes a tangible employment action based in part on the information in the records to achieve corrective action;
 - 3.** The supervisor may not disclose the records, or any portion thereof, to any other party unless also disclosed to the Employee;

4. The supervisor may not transfer custody of or copy the records, or any portion thereof, to any other party;
 5. The supervisor shall maintain only timely and relevant material.
- E.** Records of confidential investigations that do not result in an adverse employment action shall only be disclosed by the Employer pursuant to a court order or lawful subpoena that has been obtained as part of an official investigation or as part of litigation. Such records shall only be accessible to the Employer Counsel, executive management, or those authorized to conduct investigations on behalf of the Employer on a need-to know-basis.
- F.** Employees who are the subject of a confidential investigation may pursue remedies exclusive of this Agreement for unauthorized disclosure of records of the investigation but shall have no remedy under this Agreement for unauthorized disclosure.

Section 2. Confidentiality of Records. In accordance with applicable SPB Rules, the following documents shall be regarded as confidential:

- A.** Any documents pertaining to an Employee's physical and/or mental injury and examinations, sick leave, and/or medical treatment;
- B.** Any documents maintained for purposes of the ADA;
- C.** Letters of reference concerning employment, licensing, or permits;
- D.** Any documents containing statements of opinion about an Employee;
- E.** Documents concerning alleged or proven infractions or disciplinary actions;
- F.** Performance appraisals and/or evaluations whether formal or not;
- G.** Opinions as to whether an Employee should be re-employed;
- H.** College transcripts;
- I.** Military discharge, if other than honorable;
- J.** Information on the race, color, religion, sex, national origin, ancestry, political affiliation, sexual orientation, age, or disability of an Employee;
- K.** Laboratory reports or test results concerning an Employee; and

L. Home address and personal telephone number unless provided in this Agreement.

Confidential documents are not subject to inspection by the general public without written permission of the Employee whom they concern or pursuant to a lawful court order or subpoena.

The Employer will make such confidential documents available to the Union, with the prior written consent of the Employee, if necessary, for and relevant to a grievance pursuant to the Grievance and Arbitration Procedure, herein. The Union agrees to maintain the confidentiality of such material to the greatest extent possible while pursuing the grievance.

The Employer shall not provide references or disclose any information from confidential documents or the documents themselves, by any means of communication, to any person or organization, except with the prior written consent of the Employee to whom the employment reference and document disclosure pertains.

Grievances over allegations of violation, misapplication and misinterpretation of this Section shall be filed in accordance with Section 1(B) of the Grievance and Arbitration Procedure Article of this Agreement.

Section 3. Limitations on Content of Records. The Employer shall not maintain in an Employee's personnel records any documents critical of any Employee which have not resulted in discipline when investigation of any such materials is not on-going or has ceased. Nothing contained herein shall require the removal of an Employee's formal performance evaluations, so long as the Employee has had the opportunity to submit rebuttal statements or documents if he/she has disagreed with any part of an evaluation.

Confidential and other documents may be removed from an Employee's personnel record as part of a grievance settlement agreement or arbitration award.

When documents are removed from an Employee's personnel record pursuant to this Article, they shall not be considered in connection with any future personnel action involving the affected Employee.

The Employer shall allow an Employee to inspect his/her personnel record. Upon request, an Employee will be provided with copies of any documents in his/her personnel record at the Employer's expense if the Employee is facing disciplinary charges; or by reimbursing the Employer for the cost of copying if the Employee is not facing disciplinary charges.

Section 4. Removal of Reprimands. One (1) year after an Employee has received a Letter of Reprimand (LOR), the Employee may request that the LOR be removed from the Employer's personnel record.

If the Employee makes such a request and has not committed any further infractions of Employer policies or procedures during the preceding year, the Employer shall not use the LOR as the basis for further discipline, shall remove the LOR from the Employee's personnel record, and notify the Employee in writing of its removal. If such action could subject the Employer to potential liability to third parties, a copy may be retained in a secure location for legal purposes by the Employer.

Denial of an Employee's request under this Section shall be explained to the Employee in writing and be placed in the Employer's personnel record.

Such explanation shall include an indication of when the Employer may be willing to remove the LOR, which shall normally be within five (5) years of the date of issuance. In cases of denial, an Employee may reinitiate a request for removal at a later date.

Counseling statements, warnings, and coaching documents that form the basis of a LOR may also be removed from an Employee's personnel record under the same circumstances as the LOR.

ARTICLE 16. PERFORMANCE APPRAISAL

Section 1. Employees shall receive written performance appraisals on an annual basis. The end of year appraisal shall include the final performance rating for the year. The Employer shall provide the Employee with a copy of the signed appraisal and a copy will be placed in the Employee's personnel record accompanied by any comments and/or statement of objection that the Employee may have included and/or attached.

Section 2. Performance criteria shall be specific, attainable, relevant, measurable, and consistent with an Employee's duties, responsibilities, and relate to his/her job description. Measurement criteria shall be job and outcome related. The criteria shall be provided to an Employee in writing at the beginning of the rating period and changed during the period only after review with the Employee.

If an Employee does not have an opportunity to perform work described by the criteria that criteria will not be considered in the performance appraisal process.

Performance measurement criteria shall be applied fairly, objectively, and equitably. The Employer shall take into account, when evaluating an Employee's performance, matters outside an Employee's controls, such as equipment and resource problems and lack of training. Pre-approved time away from the job including sick leave (not including call in notification), personal days, annual leave, authorized duty time for Union representational purposes, and other authorized activities will not be considered negatively in the application of performance criteria. Appraisals shall fully take into account such approved absences in a measure of timeliness and quantity of work.

Employees will be notified in a reasonable amount of time prior to their final evaluation if they are below satisfactory in any individual performance criteria. Supervisors will make reasonable efforts to assist the Employee.

Section 3. The Employee's supervisor will prepare the annual performance appraisal. Should circumstances exist that prevent the Employee's supervisor from preparing or assessing the annual

performance appraisal, including the completion of training as required by SPB Rules, the second level supervisor shall prepare the appraisal. If the evaluating supervisor is not the direct supervisor, he/she must have actually reviewed the Employee's performance. In conjunction with the transfer of an Employee or his/her supervisor, the supervisor shall prepare an appraisal of the Employee which shall be considered with other appraisals received during the year in order to develop the annual summary rating.

Section 4. When a performance appraisal is established it shall include at least the following:

- A.** Performance expectations applicable to the period it is being established, for which may be changed only after review with the Employee;
- B.** Modifications to the Employee's job assignments, if any, applicable to the next period which may be changed only after review with the Employee; and
- C.** Recommendations, if any, for training to enhance the Employee's skills.

The Employer may change an Employee's end-of-cycle final appraisal only with written justification, which cites the Employee's performance criteria and the Employee's actual performance.

The Employer will not prescribe a forced distribution of levels for ratings for Employees covered by this Agreement.

Section 5. When a new supervisor is assigned to an Employee, the two shall meet within ninety (90) days to review and/or modify the existing performance appraisal in order to clarify the assignments and duties of the Employee and the expectations of the new supervisor.

ARTICLE 17. PERFORMANCE AND DEVELOPMENT PLANS RELATED TO UNSATISFACTORY EMPLOYEE PERFORMANCE

Section 1. Application. This Article applies to an Employee who has attained career status.

Section 2. Performance and Development Plan (PDP). An Employer may place an Employee on a PDP at any time to help improve the Employee's performance.

Section 3. Basis for Disciplinary Action. An Employer may discipline an Employee for performance, which continues to be unsatisfactory after the Employee has been given a reasonable opportunity to correct it as provided in this Article.

Section 4. Procedures.

- A.** When an Employee has been placed on notice that he/she has not met his/her performance expectations and the Employer decides to pursue a performance-based disciplinary action, the Employee's supervisor shall inform the Employee that the Employee has one-hundred-eighty (180) days from that notice to improve to an acceptable level. This shall not preclude the Employer from taking performance based disciplinary actions against the Employee after thirty (30) days from the beginning of the PDP if the Employee exhibits a critical failure to perform, substantially fails to comply with the PDP or exhibits deteriorating performance. The Employer shall create a PDP to identify the following:
- 1.** An identification of the job assignments and performance skills for which an Employee's performance is unsatisfactory;
 - 2.** A description of what the Employer will do to assist the Employee in attaining a satisfactory level and a description of what the Employee must do to improve the unsatisfactory performance during the one-hundred-eighty (180) day PDP period;
 - 3.** A statement as to how often the supervisor and the Employee will meet during the one-hundred-eighty (180) day PDP period to

provide the Employee with coaching and feedback to assist the Employee in attaining a satisfactory performance level;

4. A statement indicating that failure to meet the PDP expectations during or at the end of the one-hundred-eighty (180) day period may result in disciplinary action up to and including termination; and
 5. At the conclusion of the one hundred-eighty (180) day PDP period the Employer will meet with the Employee to discuss the final outcome of the Employee's performance.
- B.** If, at the conclusion of the PDP period, the Employer elects to initiate discipline against an Employee for unsatisfactory performance, the Employer shall notify the Employee, within the time frames stipulated in Article 7, Discipline and Discharge, in writing, by a NCA of the Employer's decision to initiate disciplinary action. The NCA shall include:
1. Specific documented instances of unsatisfactory performance by the Employee on which the action is based;
 2. The specific job assignments/skills involved in each specification of unsatisfactory performance;
 3. A written description of the efforts made by the Employer to assist the Employee in improving performance during the PDP period; and
 4. A written explanation of how the Employer provided the Employee with a reasonable opportunity to attain satisfactory performance.
- C.** An Employee may not receive an overall rating of less than satisfactory on the Employee's annual performance appraisal unless the Employee has been advised, in writing, that he/she is not meeting performance standards. An Employee shall be informed of performance deficiencies that may lead to a less than satisfactory performance rating within a reasonable period of time from when the Employer became aware of the deficiency, but always within thirty (30) days.
- D.** If at the conclusion of the time periods provided for in Sections A and B of this Article, the Employer decides not to take disciplinary action

based on unsatisfactory performance, it shall remove the PDP from the Employee's personnel record.

- E.** If the Employer does not provide the Employee a reasonable opportunity to attain satisfactory performance as outlined in the PDP, it may not issue discipline under this Article.

Section 5. The Employer shall fully consider a demotion in appropriate circumstances in lieu of termination for unsatisfactory performance.

ARTICLE 18. HOLIDAYS AND OTHER PAID LEAVE

Section 1. Following the SPB determining the dates on which legal holidays shall be observed, a copy of the list will be provided to the Union.

Section 2. Holidays that occur during an Employee's sick leave will not be charged to sick leave and will be recorded and paid as holidays.

Section 3. Full-time Employees, whose normal work schedule does not include the day observed as a holiday, shall be entitled to time off with pay equal to the Employee's normal workday. When an authorized holiday falls on an Employee's regularly scheduled workday and the Employee is not required to work, the Employee shall be paid at their hourly rate of pay for the number of hours they would have normally worked.

When an authorized holiday falls on a part-time Employee's regularly scheduled workday and the part-time Employee is not required to work, the Employee shall be paid at their hourly rate of pay for the number of hours they would have normally worked.

Section 4. In the event the Governor provides an early release (administrative leave) for State Employees, notice shall be provided to the Union as soon as practical. Upon notice to the Employer, the Employer shall provide notice to its Employees as soon as practical.

Section 5. In the event the Governor elects to grant general administrative leave for any purpose other than by reason of inclement weather, all Employees shall have such leave approved on a fair and equitable basis. Employees required to maintain necessary services and otherwise not able to observe the administrative leave during the time in which it is granted shall be credited with the time.

Section 6. Interview Leave. Current practices regarding the granting of administrative leave for interviews shall be maintained. In addition, Employees shall be provided with a reasonable opportunity to flex their

work schedule within the work week without charge to leave to permit them to participate in interviews for a job with the State.

Section 7. Religious Observances. Upon fifteen (15) days' advanced notice, the Employer shall approve an Employee's request for annual leave, personal leave, and/or compensatory time off for religious observances when the Employee's personal religious beliefs require that the Employee abstain from work during certain periods of the work-day or work-week.

Section 8. Bereavement Leave. Employees shall be granted three (3) days of administrative leave for bereavement of an immediate family member defined as: mother, father, sister, brother, spouse, daughter, son, grandparent, grandchild, step-parent or child, father or mother-in-law, sister or brother-in-law, or domestic partner.

ARTICLE 19. ANNUAL AND PERSONAL DAY LEAVE REQUEST

Section 1. At any time, but no more than one (1) year in advance, Employees may request the use of accrued short-term leave (annual leave, compensatory time, or personal day leave). Such request shall be in writing and shall be approved or denied by the Employer as soon as practical after the request is made. If the Employee makes the request at least twice as long in advance as the length of the leave requested (e.g., twenty (20) days in advance for ten (10) days of leave), the supervisor shall approve or deny the requested leave within five (5) calendar days of receipt of the requested leave, or one (1) day prior to the beginning of the requested leave, whichever is sooner. In unanticipated situations, or when an Employee is out of the office, an Employee may make requests verbally.

Section 2. The Employer may deny leave requests for legitimate operational needs which shall be explained if requested by the Employee.

Section 3. The Employer may cancel previously approved leave requests only in the event of a reasonably unforeseen circumstance which requires cancellation of the leave to meet critical operational needs.

Section 4. To the greatest extent possible, leave shall be granted on a first come, first serve basis subject to the legitimate operational needs of the Employer. However, when more than one (1) Employee has requested the same annual leave period on the same day, the supervisor shall grant leave based upon the order of State Seniority.

Section 5. Employees whose annual leave accrual exceeds two-hundred forty (240) hours in any given calendar year shall be paid out for the number of hours over two-hundred forty (240) on the first full pay period after December 31st. The Employee must have attempted to use the hours before pay out can occur. Beginning June 30th but no later than October 31st of any given year, the Employee must formally request to use the time and shall only be reasonably denied. The procedure will follow Section 1 of this Article.

ARTICLE 20. SICK LEAVE

Section 1. Accrual. Full-time Employees shall accrue sick leave at the rate of four (4.0) hours per biweekly pay period. Part-time Employees and Employees in a without pay status shall accrue sick leave on a prorated basis.

Section 2. Use. An Employee may use sick leave for personal medical treatment or illness or for medical treatment or illness of a relation by blood or marriage within the third degree, or of a person residing in the Employee's household. Employees affected by pregnancy, childbirth, and related medical conditions must be treated the same as persons affected by other medical conditions. The Employer shall not ask the Employee to provide information as to his/her diagnosis or condition (or the condition of dependents) except as permitted by applicable law.

Section 3. Procedures. Employees shall contact their supervisor or supervisor's designee at their earliest opportunity and no later than thirty (30) minutes after the scheduled beginning of their workday or, in the case of Employees assigned to shift work at entities that maintain 24-hour operations, two (2) hours prior to the scheduled beginning of their workday. If the supervisor or designee is not available at the designated phone number, the Employee shall leave a message for the supervisor or designee in accordance with written instructions issued by the Employer. In the event the Employee is incapacitated, a family member may call in on behalf of the Employee. A sick leave request will normally be verbal but may be in writing if the Employee knows in advance of the necessity for sick leave.

Section 4. Health Care Provider Certification. Employees may be required to provide health care provider certification for the use of paid sick leave only in the following circumstances:

- A.** If the sick leave is for more than three (3) consecutive work-days. In these instances, the Employer has the option of waiving the health care provider certification requirement.
- B.** If an Employee habitually maintains a low sick leave balance without providing evidence of the need for such relatively high utilization or when the supervisor has a reasonable suspicion that the Employee

is utilizing sick leave for purposes other than those authorized by Section 2 above. In such circumstances, the Employer shall first counsel the Employee that the Employee's utilization may lead to a health care provider certification requirement.

If the Employee does not show improvement in utilization or does not provide evidence of the need for relatively heavy utilization, the Employer may provide the Employee with a written instruction notifying the Employee of the requirement of health care provider certification, or other acceptable documentation, for sick leave absences. The certification requirement will be reviewed after six (6) months and if the Employee substantially complies with requirements for documentation or uses substantially less sick leave, the certification requirement shall be rescinded.

- C.** Employees (and dependents) with chronic health conditions that may reasonably require frequent absences and charges to sick leave, may provide the Employer with an annual health care provider certification in order to meet the requirements of this Section.

A "health care provider" means a doctor of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) in the state in which the doctor practices or any other person determined to be capable of providing health care services under regulations promulgated under the FMLA of 1993, 29 U.S.C., Section 2601 et seq.

Section 5. Sick Leave Incentive. An Employee who is assigned to shift work in a 24-hour facility and who does not utilize sick leave for a calendar quarter shall receive credit for eight (8) hours of administrative leave. Those Employers that have sick leave incentive programs in place that are more generous may maintain those programs.

Section 6. Early Return to Work Modified Work Assignments. The Employer shall make reasonable efforts to provide Employees covered by this Agreement with opportunities for returning to work on a modified work assignment due to temporary medical restrictions while recovering from non-work-related injury or illness. An Employee requesting an early return to work in a modified work assignment may request such assignment for a period of up to one (1) year consistent with accompanying medical recommendations. Any medical documentation

requested by the Employer shall be confidential with access and use restricted as required by ADA and Health Insurance Portability and Accountability Act (HIPAA) regulations and guidelines. An Employee who returns to work on modified work assignment shall be paid no less than their last rate of pay.

ARTICLE 21. SICK LEAVE DONATION

Section 1. Sick Leave Donation. An Employee (donor) may donate sick leave to another Employee (recipient) in the same Employer, with approval of the head of the Employer, if a medical emergency arises that forces the recipient Employee to exhaust all of his/her sick leave, annual leave, compensatory time off and personal leave day(s). Upon approval of the donation, the Employer shall transfer the sick leave from the donor Employee to the recipient Employee as follows:

- A.** A donor Employee who has accumulated more than six hundred (600) hours of sick leave can transfer the additional amounts over six hundred (600) to the recipient Employee.
- B.** The donor Employee can transfer a maximum of one-hundred twenty (120) hours in any one (1) fiscal year, except that immediately prior to retirement, the donor Employee can make a one-time transfer of up to four hundred (400) hours.
- C.** The donor Employee can transfer only fifty percent (50%) of the monetary value of his/her sick leave. (For example, if the donor Employee makes \$13.32 per hour and has accumulated six-hundred-fifty-seven (657) hours of sick leave, he/she can donate \$13.32 per hour multiplied by fifty-seven (57) hours multiplied by 50%, which equals \$379.62).
- D.** The recipient Employee shall be paid the transferred amount of sick leave on the basis of the recipient Employee's wage or salary, up to forty (40) hours per week. (For example, if the transferred amount was \$379.62 and the recipient Employee's salary was \$8.14 per hour, then the recipient Employee can receive forty-six and sixty-four (46.64) hours of sick leave since \$379.62 divided by \$8.14 per hour equals forty-six and sixty-four (46.64) hours, but must take the 46.64 hours of sick leave over the course of at least two (2) weeks since only forty (40) hours per week is allowed).
- E.** Unless the donor Employee is retiring, donations will be allowed only on either the pay date immediately following the first full pay period in January or the first full pay period in July.

- F.** Donated sick leave shall revert to the Employees who donated the leave on a prorated basis when the medical emergency ends or the recipient Employee separates from the Employer.

The Employer assumes no obligations, except in acting as a remitting agent, arising out of its application of the provisions of this Article, and this Article may not be grieved under the Grievance and Arbitration Procedure. The affected Employees, donors and recipients, and the Union agree that they will indemnify and hold the Employer harmless for any liability arising from the transfer of sick leave made by the Employer pursuant to this Article.

ARTICLE 22. JOB CLASSIFICATION AND POSITION ASSIGNMENT REVIEW

Section 1. Position Analysis Questionnaire. Within fourteen (14) calendar days of receipt of an Employee's request, the Employer shall provide an Employee with a copy of the current document on file that describes and/or supports the Employee's individual position assignment.

If the Employer does not already have a current document on file that describes and/or supports the Employee's individual position assignment, then the Employer shall provide, within fourteen (14) calendar days, the Employee or the Union the appropriate form(s) for a position assignment analysis. This form(s) will be completed by the Employee and supervisor within thirty (30) calendar days after receipt of the form(s). Once completed, the form(s) will be filed with the Employer Human Resources Office for placement in the proper position control files.

Section 2. Requesting Position Assignment Review. Any Employee covered by this Agreement who believes his/her actual position assignment in the classified service is not assigned to the class that best represents the duties assigned by the Employer and performed by the Employee may initiate a request for a review of their position assignment and/or a new position classification assignment through procedures established by the SPO and the Department of Finance and Administration.

The Employer shall direct the SPO Director to ensure the procedures referred to in Section 2 are in writing and available to Employees and/or the Union.

In addition to the form(s) for a position assignment analysis, the Employee and the Employee's Union Officer and/or Steward shall be allowed to submit additional information and/or documentation relevant to the Employee's current job tasks and/or assignments being performed by the Employee.

The Employer shall direct the State Personnel Director to allow the Employee and the Employee's Union Officer and/or Steward to meet

with SPO staff in order to present the case for the review of the position assignment, which may include a desk audit.

The position assignment review process shall begin as soon as the Employee submits the request and shall be completed within ninety (90) calendar days, unless unusual circumstances intervene. In the event of a delay, SPO or the Employer Human Resources Office shall inform the Employee in writing of the delay.

If the Employee's position is subsequently assigned to a different classification, the Employee shall be paid the appropriate rate of pay for the new job classification prospectively as provided by SPB Rules.

ARTICLE 23. STAFFING AND WORKLOAD STANDARDS

Section 1. Staffing. Upon request, once each calendar year, or more often upon mutual agreement, a Cabinet Secretary or Employer Head shall meet with the Union at a mutually agreed upon time and place to discuss staffing related issues. In anticipation of such a meeting, on written request, the Employer shall provide the Local Union with all relevant staffing related information within the possession or control of the Employer, including information related to the methodology it used to determine staffing levels, that is permissibly released under law.

Section 2. Staffing and Workload Standards. The Employer shall assign workloads to treat Employees as equitably as possible. The Employer shall consider the re-distribution of staff or positions among an Employer's programs, shifts or work sites or other means of alleviating excess workload in a timely manner and shall specifically consider hiring additional staff where there are chronic workload problems.

Section 3. Workload Management. The following defenses may be asserted by an Employee in response to disciplinary action for failure to complete casework/workload assignments as required:

- A.** The worker was unable to complete casework/workload activities on assigned cases because there was not sufficient time available to take actions required by policy and regulations; and/or
- B.** The worker was unable to complete caseload/workload assignments in a timely manner because of the actions of others over which the Employee has no control.
- C.** The Employee shall have the burden of establishing these defenses.

ARTICLE 24. CONDITIONS OF APPOINTMENT

Section 1. Term Employees.

- A. Contingent upon legislative authorization, the Employer shall convert all Employees in term positions who do not work under a federal grant or program of a designated duration to a permanent position. An Employee's date of hire and seniority shall reflect his/her date of appointment to the term position.
- B. A term Employee shall be notified of vacant career positions in the same classification in the same Employer and the same organizational unit. If the term Employee applies and meets all published minimum qualifications for the position, then the term Employee shall be selected. In the event more than one (1) term Employee fully meets all published minimum qualifications for the position, Employer Seniority (as defined elsewhere herein) shall govern the selection. If Employer Seniority does not break the tie, then State Seniority (as defined elsewhere herein) shall govern the selection. The placement shall be considered as a lateral transfer.
- C. The order of separation for term Employees affected by an expiration of appointment, due to reduction or loss of funding or when the special project or program ends for the affected term Employees, shall be by Employer Seniority. If funding for the program or the project is resumed within six (6) months, separated term Employees shall be offered reemployment in Employer Seniority order in the same position they held prior to separation.

Section 2. Probationary Period. Unless there is a break in service, once an Employee attains career status, he/she shall not be required to serve another probationary period.

ARTICLE 25. PAY

Section 1. General Wage Increases.

- A. Fiscal Year 2021.** In accordance with State statute, the Governor's Budget Recommendation included a one percent (1%) salary increase for State Employees earning less than \$50,000 per year on a full-time equivalent basis.
- B. For Fiscal Year 2022.** The parties agree that they will accept any wage increase appropriated by the State Legislature. In the event the Legislature appropriates a general wage increase for Employees in Fiscal Year 2022, the State agrees to implement the legislative appropriation as directed by the legislation.
- C. For Fiscal Year 2023.** By giving written notice of its desire to do so on or before August 1, 2021, either party may reopen this Article for purposes of negotiating changes to general wages. The parties' negotiations shall be subject to the impasse resolution procedure mandated by the PEBA in effect at the time notice is given. In accordance with State statute, the Governor's Budget Recommendation shall include any wage increase for bargaining unit Employees for Fiscal Year 2023 negotiated by the parties. Any changes to general wages agreed to by the parties shall be subject to legislative appropriation. All other terms of this Agreement shall remain in full force and effect. If notice of desire to reopen this Article is not given by either party, then the matter will be considered closed for Fiscal Year 2023.
- D.** Probationary employees entering a bargaining unit classification in a particular fiscal year subsequent to the effective date of the general wage increase for that fiscal year, shall receive the general wage increase effective the first full pay period they obtain career status and enter the bargaining unit provided the Employee has not received the general wage increase previously.

Section 2. Stand-By Pay. Stand-By Pay, also known as "on-call pay," is the pay received by an Employee who is assigned to stand-by status, which is when the Employee is required to be available to return to work or work in cases of emergency. The Employee is being paid for time

spent being available to work. The Employee must be within thirty (30) minutes of their work environment and must be available for contact by telephone, pager, or laptop.

Once an Employee reports to work, Stand-By Pay stops and the Employee is paid their regular rate of pay for work done or overtime for work done, if the Employee is in an overtime status.

The Employer may assign an Employee to Stand-By Pay status if they are capable and qualified of performing the assignment. The method of assignment and rate of compensation shall be addressed in supplemental bargaining, if appropriate.

Section 3. Call-Back Pay. Employees who are called to report to work on their regular day off or who have been recalled to work after having left the Employer's premises, shall be guaranteed a minimum of two (2) hours of pay for actual hours worked at the applicable straight time or overtime rate. For Employees called back to work, paid time shall commence at the time the Employee begins travel to report for work and ends at the completion of the call-back assignment. Employees who are currently guaranteed a minimum of pay greater than two (2) hours shall continue to be paid at the greater minimum.

Section 4. Report Pay. An Employee who is pre-scheduled to work overtime and reports to duty will be guaranteed two (2) hours overtime pay at the appropriate rate. The Employer shall notify Employees as soon as practical prior to their scheduled start time in the event the Employee is not required to report for prescheduled overtime.

Section 5. Short Turnaround Pay. Employees who work a non-overtime shift that begins less than twenty-four (24) hours after the start of their previous shift, shall be paid time and one-half for all time worked on the short turnaround shift that occurs within ten (10) hours of the scheduled end of the previous days' shift without regard to any overtime worked. An Employee shall not be required to work more than sixteen (16) consecutive hours without his/her consent except in an emergency situation.

Section 6. Assignment to a Higher Rated Classification. Employees assigned to perform the duties of a higher-rated classification on a

temporary basis for ten (10) or more consecutive work days or for more than twenty (20) cumulative days in any calendar year, shall receive the pay applicable to the higher-rated classification in an amount not less than five percent (5%) but not to exceed fifteen percent (15%) of the Employee's base pay for the entire period of the assignment; provided, Employees who, in connection with voluntary participation in supervised training, are assigned to perform duties normally assigned to Employees in a higher-rated classification, shall not receive the rate of pay applicable to the higher-rated classification. Union Officers and Stewards may refuse supervisory and managerial duties except in emergency or mission critical situations.

Section 7. In-Pay Band Salary Adjustment for Same or Lower-Level

Duties. An Employee who has permanently assumed additional duties as a result of the elimination of one or more positions, or a substantial change in the scope of work may be awarded an In-pay band adjustment. In-pay band adjustments will be considered when an Employee's scope of responsibilities has substantially expanded or the additional duties have become a substantial part of the Employee's workload. This is defined as when a higher-level Employee permanently assumes the most critical or key job responsibilities of the same or lower-level position, as identified in the position description.

- A.** Employees who assume additional duties under the circumstances noted in this Section may receive a maximum of a ten percent (10%) in-pay band salary adjustment, not to exceed the maximum of the Employee's assigned band, and subject to appropriate placement, internal alignment, and budgetary availability.
- B.** The first subsequent performance evaluation will reflect that the Employee has taken on those additional duties. Subsequent performance evaluations will take into account the full scope of the Employee's duties.

Section 8. Lead Worker Pay. An Employee assigned to lead worker duties shall receive the pay applicable to the greater responsibility/accountability in an amount not less than five percent (5%) but not to exceed fifteen percent (15%) of the Employee's base pay for the entire period of the assignment provided Employees who, in connection with

voluntary participation in supervisor training are assigned to perform duties normally assigned to the supervisor shall not receive lead worker pay.

Lead Worker Definition:

- A.** An Employee in a basic or operational role within a classification who has mastered full performance level and provides work direction to one or more Employees. This may include duties such as: the distribution of work, Employee training, and assisting and/or advising lower-level Employees. However, once a lead worker has executed these techniques and instructions, the responsibility ends, and responsibility for work performance and evaluation rests ultimately with the supervisor.
- B.** An Employee in an advanced role providing direction to other advanced workers is also recognized as a lead worker. This may include duties such as: the distribution of work, Employee training and assisting and/or advising other Employees at the same level. However, once a lead worker has executed these techniques and instructions the responsibility ends, and responsibility for work performance and evaluation rests ultimately with the supervisor.

Section 9. Telephonic Response. Employees who are authorized by the Employer to perform work via the telephone in an emergency or non-emergency situation, before or after their regularly assigned shift, in excess of de minimis time, shall be compensated at straight time or overtime rate as appropriate. The Employer reserves the right to verify calls and require documentation of the calls, including but not limited to: date, time and length of calls; time spent addressing the emergency or required work; name of client or contact; reason for the emergency or required work; and signature of Employee.

Section 10. Multi-lingual Pay. In facilities or offices where it is deemed necessary to have on staff multi-lingual Employees to facilitate communications with members of the public and Employees on staff and assigned to the facility are available and capable of fulfilling such need, the Employer may designate a sufficient number of Employees in

the assigned work force to perform such duties and such Employees shall be entitled to a differential in the amount \$0.20 per hour.

Section 11. New Hire/Transfer Pay. When establishing the entrance salary of a new or transferred Employee entering the classified service into a bargaining unit classification, the Employer will use appropriate placement and consider internal alignment compared to other Employees in the same classification within the same organizational unit. Appropriate placement takes into consideration factors such as specialized qualifications, experience, training, licensure, education, or certification appropriate to the occupation and job duties of the position, or administrative or court proceedings, or requirements of or pursuant to law, rule, or regulation, and budgetary availability.

- A.** If a new or transferred Employee's wage would create an inequity with Employees within the same classification and within the same organizational unit, the hiring officer must consult with Human Resources to determine the appropriate wage adjustments for existing Employees. Wages of existing Employees with equivalent or comparable qualifications within the organizational unit in the same classification should be adjusted in accordance with appropriate placement and internal alignment, subject to budget availability.
- B.** Internal alignment takes into consideration pay issues involving the proximity of one Employee's salary to the salary of others in the same Employer and classification who have comparable levels of training, education and experience, duties and responsibilities, performance, knowledge, skills, abilities, and competencies, and who are appropriately place and budgetary availability.

ARTICLE 26. BENEFITS

Section 1. Employees shall enjoy all economic benefits contained in this Agreement. Where other or greater economic benefits are not contained herein, but are contained in legislative enactment or SPB Rules, the Employer shall continue such economic benefits.

Section 2. Thirty (30) days prior to any anticipated changes in benefits plans, programs or premiums, the State's designee will meet with the Union and discuss such changes.

Section 3. Within each Employer, Employees who self-refer to an Employee Assistance Program (EAP) shall be entitled to paid administrative leave on the same basis as Employees who are referred to an EAP by the Employer. In order to receive paid administrative leave, Employees must sign an appropriate authorization to allow the Employer to verify attendance.

Section 4. Whenever the Employer requires a physical examination from a physician selected or approved by the Employer, and where applicable law allows such an examination, the Employee will be on paid status for the amount of time to complete the examination and the Employer will pay the cost of such examination.

Section 5. Fitness and Wellness. Employees may request modified work schedules that permit the Employee administrative leave for up to two (2) hours total per week for fitness and wellness activities.

Time needed for travel, taking showers, changing clothes and/or eating lunch must be considered and should be included in the modified work schedule.

Employees may elect to forego a scheduled period of fitness and wellness activity. However:

- Missed fitness and wellness time may not be accumulated and taken during subsequent weeks;
- Missed fitness and wellness time may not be added onto fitness and wellness activities during the same work week; and,

- Missed fitness and wellness time may be made up at another time during the same work week provided written approval from supervisor is obtained.

Fitness and wellness activities will not count toward the earning of FLSA Overtime or State Compensatory Time.

The Employer is not required to consider a request for a schedule change to participate in the fitness and wellness program more frequently than every ninety (90) days for any participant.

Requests to participate in the fitness and wellness program are approved for one (1) year at a time. Requests will be considered each year in January. If an Employee's initial request is approved in the middle of a year, the Employee must renew the Employee's request the following January.

Employees approved for fitness and wellness activities are responsible for notifying the Employer should they cease to engage, on a regular basis, in their fitness and wellness activities on the days specified on their fitness and wellness request.

Performance deficiency, unsatisfactory attendance and timeliness, and disciplinary actions may be grounds for denial or rescission of fitness and wellness activities. Operational needs and job duties may also be grounds for denial or recession of fitness and wellness activities.

Once an Employee submits the Request to Participate in Fitness and Wellness Program form, the Employer is expected to reach a decision and communicate it to the Employee pursuant to the Employer policy.

Section 6. Health Benefits. Pursuant to the NMSA 1978, Section 10-7-4(D), the State shall contribute the following amounts towards the cost of Employee health benefits:

Employee Annual Salary	State Contribution
Less than \$50,000	80%
\$50,000 or more but less than \$60,000	70%
\$60,000 or more	60%

ARTICLE 27. SAFETY

Section 1. Health and Safety Standards and Measures. Safety is an integral part of the responsibilities of every manager, supervisor, and Employee. Safety management exists to assist managers, supervisors, and Employees in the better performance of their duties. Employees, supervisors, and managers shall comply with such rules, regulations, and practices as may be prescribed in order to provide safe, sanitary, and healthy working conditions. For all Employees covered by this Agreement, the Employer shall:

- A. Provide safe and healthy working conditions and practices;
- B. Comply with the federal Occupational Safety and Health Act (OSHA) and all other applicable federal, state, and local laws and regulations, and departmental safety rules and regulations;
- C. Provide safe, healthy, and clean work sites and grounds; and
- D. Provide Employees with adequate information on communicable diseases and infestations and hazards to which they may have routine exposure.

Section 2. Hazardous Duty. No bargaining unit Employee, without his/her express permission, shall be required to work or come in contact with, or be in unreasonable proximity to, any hazardous liquid, chemical, gas, explosives, radioactive material, or vapor, unless the presence or use of such liquid, chemical, gas, explosives, radioactive material, or vapor is normal in the performance of his/her duties. The Employer shall provide Employees with proper training and information on hazardous material and the risks of injury from hostile clients or residents.

Section 3. Risk to Employees. In all Employer worksites where there may be a high risk of a client, patient, or member of the public posing a threat of physical harm to Employees, such Employees who must interact with the above-mentioned people shall not be required to work at their work site, or where they are exposed to such risk or threat of physical harm, for periods of time when adequate security is not provided.

For purposes of Employer facilities where the treatment or placement of the client, patient, resident, or inmate, is predicated on the potential

risk or threat of physical harm by such patient, client, resident, or inmate, adequate security is to be defined as the prior provision of equipment, tools, methods, and training to Employees adequate to carry out their job duties in such facilities.

Section 4. Emergency Transportation. An Employee who suffers an on-the-job injury or illness and requires immediate emergency care shall be transported to a treatment facility at the expense of the Employer.

Section 5. Reimbursement for Property Loss. Should Employees, during the course of their duties, suffer damage to clothing or personal effects, including a motor vehicle, which are necessary to do their job, the Employer shall reimburse the reasonable cost, at actual market or depreciated value, of repair or replacement of such items. This Section shall not apply to wear and tear and damage to personal effects normally associated with the work being performed. Where damages result in whole or in part from an Employee's own negligence, the Employer shall not reimburse the Employee for a proportion of the damages that is equivalent to the Employee's proportion of fault.

Section 6. Critical Incident Stress Debriefing. The Employer shall provide Employees appropriate and adequate Critical Incident Stress Debriefing (CISD). CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, riots, work peer suicide, serious work injury and/or work-related death of co-worker. Such CISD shall include, when appropriate, initial debriefing, individual and group therapy and/or counseling, and/or follow-up. All debriefings and other CISD sessions shall be strictly confidential. Where Workers' Compensation benefits are available for an Employee injury, this Section, if otherwise applicable, may be used to provide reasonable supplemental treatment not provided by Workers' Compensation.

Section 7. Inclement Weather. Employees shall follow the current guidance by either the SPO Director or the Governor, as may be periodically updated. Employees should look to the SPO website for current guidance.

ARTICLE 28. NEW TECHNOLOGY AND NOTIFICATION

Section 1. In the event the Employer makes technological or service improvements or changes production methods, the Employer will provide Employees affected by such changes with adequate training, during normal working hours, to learn to use the new technology, services, or production methods.

Section 2. The Employer will provide Employees affected by substantial changes with at least fifteen (15) work-days' advance notice prior to the changes being implemented unless impossible due to emergency or unforeseen circumstances.

Section 3. The Employer recognizes that relevant training opportunities should be made available to Employees on a fair and equal basis. Accordingly, where feasible, before selecting Employees for training, interest shall be solicited from among all Employees in the work unit in which the training is to be offered and selection of candidates made by Employer Seniority in the work unit where all other factors are equal.

ARTICLE 29. ELECTRONIC MONITORING

Section 1. Electronic and telephonic data and communications may be monitored to ensure compliance with applicable State and Employer policies and to assist in the training and development of Employees, identification of customer and client needs, and product evaluation. Such monitoring shall not be used to harass an individual or group of Employees, nor will it be used to create an atmosphere of intimidation or pressure in the work environment.

The Employer will provide a copy of all new and existing policies governing electronic monitoring and will meet with the Union to discuss and/or explain the implications of those policies.

Section 2. Following monitoring, Employees will be notified in a timely manner of their non-compliance with applicable policy. The notification will not result in the Employee being disciplined unless misuse, abuse, fraud, or violation of applicable policies are involved, at which time all rights afforded under Article 6 will apply.

ARTICLE 30. EDUCATION AND TRAINING

Section 1. Purpose. The Employer will establish and maintain education and training policies as it deems appropriate. The goals of this training are to improve a worker's proficiency in carrying out his/her current duties and acquire skills to meet the needs of the Employee and the Employer.

Section 2. Educational Leave. The Employer, in accordance with respective Employer policies, unless negotiated in supplemental Employer agreements, shall grant Employees educational leave with or without pay to pursue special training, including licenses, certification, and sabbatical travel for educational and vocational training opportunities for career advancement. Requests for educational leave shall not be unreasonably denied.

All requests and responses shall be in writing. The Employer shall accommodate work schedules commensurate with the operational needs of the Employer to permit Employees to pursue educational or vocational training opportunities.

ARTICLE 31. CERTIFICATION AND LICENSURE

Where Employers require Employees to be certified and/or licensed, the terms and conditions by which Employees shall maintain their proper credentials, licensure and/or certification shall be addressed in Employer supplemental bargaining.

ARTICLE 32. UNIFORMS, TOOLS, AND EQUIPMENT

Where Employers require Employees to use or wear specific uniforms, protective clothing, tools, and/or equipment in the performance of their job duties, the terms and conditions by which such uniforms, protective clothing, tools, and/or equipment are provided shall be addressed in Employer supplemental bargaining

ARTICLE 33. WHISTLEBLOWER PROTECTION

Employees shall have the right, without interference or fear of penalty or reprisal, to disclose in good faith to internal auditors, Inspectors General, or other appropriate governmental authorities information that may evidence improper governmental activity (including, but not limited to; action that is in violation of any State or federal law or regulation; action that is economically wasteful; or action that involves gross misconduct, gross incompetence, or gross inefficiency) or conditions that may threaten the health or safety of Employees or the public.

ARTICLE 34. CONTRACTING OF WORK

Section 1. Contracting Out. In the event the Employer decides to contract out work which has been traditionally performed by Employees in the bargaining unit, it shall provide the Union with written notice, as soon as practical but not less than twenty-one (21) days prior to the proposed implementation, describing the work to be contracted, the basis for the decision to contract out the work, and the anticipated effect on Employees. The Union may request bargaining within twelve (12) days of receipt of the notice. In the event of an impasse in bargaining the Employer may implement its last offer and the Union may not invoke impasse arbitration provided the Employer's action will not result in an Employee's classification being downgraded, regular straight time hours being reduced, being laid off, or being transferred more than thirty-five (35) miles. If any such adverse actions would occur, the Employer may only contract out the work consistent with the resolution of the impasse by an Arbitrator. Work "traditionally performed" shall not include work temporarily contracted out to meet emergency needs or mandates of higher authorities or work contracted out in accordance with existing practice.

Section 2. Returning Work to State Service. When the Union contends that work being performed under a service contract can be more economically, efficiently, and qualitatively performed by Employees in the bargaining unit, it shall notify the Employer of its contention in writing, supported by a statement setting forth the reasons why it believes such work can be more economically, efficiently, and qualitatively performed by bargaining unit Employees. The Employer will, upon specific written request, furnish the Union with information reasonably available and relevant to its analysis, subject to withholding such information after receiving valid written objections from the contractor on grounds of confidentiality or because of the proprietary nature of the information requested. Where the Employer, after reviewing the Union's contentions and conducting further analysis on its own, determines that the work can be performed more economically, efficiently, and qualitatively performed by Employees in the bargaining

unit, the parties shall jointly develop a plan to return such work to State service.

Section 3. Limitations on Contractor's Authority. Contractors providing services to a State Employer may not hire, promote, or discipline Employees in the bargaining unit. Contractors may only evaluate the performance of Employees in the bargaining unit pursuant to or where otherwise required by rule, regulation, or law.

ARTICLE 35. MID-CONTRACT BARGAINING

Section 1. Changes in Statutes and Regulations. The parties recognize that from time to time the U.S. Congress, federal agencies, and the State Legislature may enact changes that affect terms and conditions of employment and that the SPB may adopt, repeal, and/or modify its Rules and that these legislative or regulatory actions may alter established terms and condition of employment or conflict with or nullify terms of this Agreement. Accordingly, within thirty (30) calendar days following the enactment of such legislative or regulatory action, if requested by a party hereto, the parties shall negotiate over the matter to the extent consistent with law.

Section 2. New Employer Bargaining. For an Employer added to the bargaining unit after the effective date of this Agreement, bargaining will begin within thirty (30) days of Union certification, and Supplemental Bargaining shall be limited to such new Employers for the duration of this Agreement.

ARTICLE 36. WHOLE AGREEMENT

This Agreement shall be deemed the final and complete Agreement between the parties and, in conjunction with written supplemental and any other written agreements reached between the parties, expresses the entire understanding of the State and the Union. In the event of a conflict between this Agreement and any other rule, law, regulation, or policy, the terms of this Agreement shall prevail unless the conflicting rule, law, regulation, or policy is considered as controlling authority in accordance with the PEBA.

ARTICLE 37. EXPIRATION

This Agreement shall take effect on July 29, 2021 and shall expire three (3) years later on December 31, 2024. If either party wishes to modify, annul, or terminate this Agreement or negotiate a successor agreement, it shall give notice of its desire to reopen this Agreement for negotiations no later than July 1 of the year of expiration. Negotiations shall convene promptly after notice but no later than August 1. If either party provides notice to reopen for negotiations, this Agreement will continue in full force and effect until it is replaced by a subsequent written agreement in accordance with the PEBA.

ARTICLE 38. WAIVER

Section 1. For the duration of this Agreement, the State is not obligated to bargain over Union initiated changes in terms and conditions of employment unless such changes are proposed pursuant to the terms of this Agreement.

Section 2. In addition to changes initiated pursuant to its Management Rights (Article 4 of this Agreement), the State reserves the right to propose other reasonable changes in the terms and conditions of employment of Employees to meet legitimate public service and operating needs, and such changes are subject to negotiation in accordance with the PEBA or any other expedited impasse resolution procedures mutually agreed upon by the parties at the time of such negotiations.

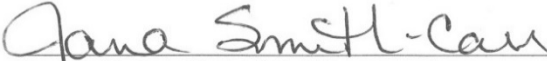
ARTICLE 39. GENERAL SAVINGS CLAUSE

If any Article, Section, or provision of this Agreement is found to be invalid, unenforceable, or no longer appropriate by any board or court of competent jurisdiction, the specific Article, Section, or provision shall cease to be in effect. If this occurs, either party shall have the right to re-open negotiations with respect to the specific Article, Section, or provision of this Agreement found to be invalid, unenforceable, or no longer appropriate. All other provisions of this Agreement not found to be invalid, unenforceable, or no longer appropriate will continue to be in full force and effect and shall not be subject to re-negotiation.

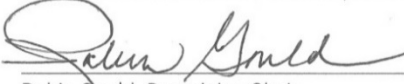
AGREEMENT SIGNATURES / UNION BARGAINING COMMITTEE

In Witness whereof, the State and the Union have caused this Agreement to be executed by their authorized Representatives, July 29, 2021.

For the Communications Workers of America, AFL-CIO, CLC:



Jana Smith-Carr, District 7 Staff Representative



Robin Gould, Bargaining Chair

CWA Local 7076 Executive Officers and Bargaining Committee:

Dan Secrist, *President*

Charles Compton,
Executive Vice President

Megan Green, *Secretary*

Donald Alire,
*Former President,
Bargaining Co-chair*

Catherine Berg

Cyrette Edmon

Michael Malinowski

Dana Malone

Micheal Peterson

Supplemental Bargaining:

Santiago Candelaria

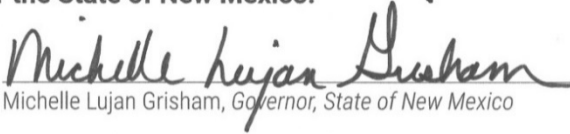
Linsey Hurst

Monica Meehan

Emile Sawyer

Alan Tway

For the State of New Mexico:



Michelle Lujan Grisham, *Governor, State of New Mexico*



Teresa Casados, *Chief Operations Officer*



Diego Arencon, *Deputy Chief of Staff*



Ricky Serna, *Acting State Personnel Office Director*

Acknowledgement:

Pamela D. Coleman, *Former State Personnel Office Director, Chief Negotiator*

MEMBERSHIP CARD



MEMBERSHIP APPLICATION State of New Mexico

Yes! I want Communications Workers of America to be my collective bargaining representative, and I accept membership in the Union. I authorize you to deduct Union dues from my pay and send them to CWA.

Mail to: CWA Local 7076
460 St. Michael's Drive · Suite 1001
Santa Fe, NM 87505
Fax to: (505) 983-1867
Email to: officemanager@cwa7076.org

Thank you for joining!
There's no UNION without U!
You are entitled to a voice in how your dues are spent. **Get involved!**

www.cwa7076.org/join

SONM CBU 2021-07

LAST NAME FIRST NAME MIDDLE INITIAL

JOB TITLE EMPLOYEE NUMBER

AGENCY DIVISION / BUREAU

WORK ADDRESS

CITY STATE ZIP

WORK EMAIL WORK PHONE

HOME ADDRESS

CITY STATE ZIP

HOME EMAIL HOME PHONE CELL PHONE

SIGNATURE DATE

It is also understood that I may cancel such deductions, by providing written, signed notice during the first ten (10) days of December of any year.

POLITICAL ACTION FUND (PAF) CARD

Sign me up for CWA PAF at

(Check one)

- \$ 20 per paycheck
 \$ 15 per paycheck
 \$ 10 per paycheck
 \$ 5 per paycheck
 I am currently contributing and want to increase my contribution by \$ _____ per paycheck

I authorize my local union to determine how much I am currently contributing and fill in the new total amount above to go to my payroll clerk.

The amounts suggested above are merely guidelines, and CWA will not favor or disadvantage me because of the amount of my contribution or my decision not to contribute.



www.cwa-union.org



EMPLOYEE NAME _____ SOCIAL SECURITY NUMBER _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP _____

EMAIL (Do not use a work address)

MOBILE PHONE NUMBER _____ HOME PHONE NUMBER _____

NAME OF EMPLOYER _____ PAYROLL NUMBER _____

EMPLOYEE JOB TITLE _____

CWA LOCAL NUMBER _____

This Authorization is voluntarily made based on my specific understanding that: The signing of this authorization card and the making of contributions to CWA PAF are not conditions of membership in the union or of employment with the Company and that I may refuse to do so without fear of reprisal. I am making a contribution to a joint fund-raising effort sponsored by CWA PAF and the AFL-CIO Committee on Political Education Political Contributions Committee (AFL-CIO COPE PCC) and that CWA PAF 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, job title, and the name of the employer of individuals whose contributions exceed \$200 in a calendar year. Contributions or gifts to CWA PAF and AFL-CIO COPE PCC are non-deductible as charitable contributions for federal income tax purposes.

SIGNATURE _____ DATE _____

SoNM CBU 2021-07

ADDENDUM 1.

COMMISSION FOR THE BLIND (CFB)

ARTICLE 1.

All bargaining unit Employees at the Commission for the Blind shall have the same opportunities as other classified State employees. If the Governor offers administrative leave for inclement weather or other leave as contemplated in the main CBA, Employees will be given that leave, subject to a determination by Commission head or his/her designee that the particular Employee is an essential Employee and has to remain or be on duty for reasons of safety, security, or other legitimate business reasons.

ARTICLE 2. TRAINING.

Employees will have access to training deemed by the Employer as necessary and appropriate to the job within budgetary constraints.

ARTICLE 3. CERTIFICATION AND LICENSURE.

If the Employer requires vocational rehabilitation counselor Employees to be certified and/or licensed as a condition of continued employment, the terms and conditions by which Employees shall maintain certification, and/or license shall be identified by the Employer and made available in writing to each Employee so required. The Employer will reimburse or pay for pre-approved costs associated with the maintenance of an Employee's certification or license subject to budget appropriation.

ARTICLE 4. DUSK TO DAWN DIFFERENTIAL.

Employees shall be compensated \$0.75 per hour for each hour of regularly scheduled work between 6 p.m. and 7 a.m. Employees on an alternative work schedule are excluded.

ADDENDUM 1.

CFB—STEWARDS AGREEMENT

No more than two (2) Stewards and one (1) Commission CWA Vice President will provide representation in person or virtually to CWA

bargaining unit Employees. Stewards shall attempt to meet virtually where feasible.

The parties agree that where multiple Stewards are in the same office/ workplace, the obligation of representation will not cause operational impact to the Employer.

When Employer Stewards are unavailable to meet in person or virtually, Union Officers/Executive Board Members can represent cross-Employer. If travel is involved, the Union Officer that is the closest geographically to the grievant will be responsible for representation. In the event Union Officers are representing cross-Employer, they will utilize the union time code.

Unavailable means the Employer Steward is on leave, there is a conflict where the Employer Steward has to recuse himself or herself, operational reasons prevent the Employer Steward from leaving their post, or an Employer Steward vacancy exists that the Union has been unable to fill despite good faith efforts to do so.

ADDENDUM 1. CFB—CLASSIFICATION LISTING

Classification (short title)	Classification (long title)	Job Code
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2011
ASSISTIVE TECHNOLOGY SPEC	ASSISTIVE TECHNOLOGY SPECIALIST	I3023
BLINDNESS SKILLS INSTRUCTOR	BLINDNESS SKILLS INSTRUCTOR	I30221
BUS OPS SPEC	BUSINESS OPERATIONS SPECIALIST, ALL OTHER	C1199
FIN SPEC, AO	FINANCIAL SPECIALISTS, ALL OTHER	C2099
MAINT & REPAIR WKR	MAINTENANCE & REPAIR WORKER, GEN-O	U9042
OFFICE & ADMIN SUP	OFFICE AND ADMINISTRATIVE SUPPORT WORKERS, ALL OTHER	R9199

PERS & HOME CARAID	PERSONAL AND HOME CARE AIDES	P9021
REHAB COUNSELOR	REHABILITATION COUNSELORS	G1015
SEC, EX LGL/MED/EXE	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014

ADDENDUM 2.

DEPARTMENT OF CULTURAL AFFAIRS (DCA)

ARTICLE 1. CERTIFICATION AND LICENSURE.

Section 1. When the Employer requires an Employee to be certified and/or licensed as part of the terms and conditions of their employment, the Employer shall document these requirements in a Position Action Request Form (PARF) and Employee Evaluation Form (EE).

Section 2. In the event the Employer modifies an Employee's PARF to require a certification or license, then all costs associated with obtaining the certification or license required for the position shall be paid by the Employer. The Employer shall pay for all costs of renewal of certifications and/or licenses within a reasonable period of time before the expiration date of the certification or license. The Employer will process such payments for renewals of certification or licenses barring extenuating circumstances or delays caused by the Employee or a State Agency.

Section 3. The Employer shall not require an Employee to perform a task that requires a license for which the Employee is not certified.

ARTICLE 2. UNIFORMS, TOOLS AND EQUIPMENT.

Section 1. Employer agrees to provide uniforms for the classification titles as specified below for the performance of job duties as the Employer deems necessary. The Employer and the Union will jointly select uniform choices. The Employer will make the final decision. The Employer will replace uniforms when necessary due to normal wear and tear. Any piece of the uniform that becomes damaged or unreparable while performing official duties during scheduled working hours that makes the wearing of the uniform impractical, will be replaced at no cost to the Employee.

Group 1: Three (3) pairs of pants, five (5) shirts, one (1) pair of footwear, one (1) winter jacket.

- Security Guard
- Forest & Conservation Worker
- Plant & System Operator, All Other
- Maintenance & Repair Worker General
- Advanced Journeyman Electrician
- Farm Worker, Farm & Ranch Animal
- Landscaping & Groundskeeping Worker
- Instructional Coordinator – Historic Sites
- Museum Tech & Conservator – Historic Sites

Group 2: Three (3) pairs of pants and five (5) shirts.

- Customer Service Representative
- Janitor & Cleaner Except Maid/Housekeeper

Group 3: One (1) pair of Occupational Safety and Health Administration (OSHA) approved footwear.

- Woodworker, All Other
- Metal Worker & Plastic Worker, All Other

Group 4: Two (2) black shirts, one (1) pair of black pants, and one (1) pair OSHA approved footwear.

- Set & Exhibit Designer – NHCC (Performance Nights)

Uniforms and footwear will be provided within nine (9) months of ratification.

Section 2. Employer agrees to provide and maintain tools and equipment that the Employer deems necessary for the Employee to perform their job duties.

Section 3. Equipment and tools issued by the Employer will be maintained by the Employer and replaced when the Employer determines they are worn out or replacement is otherwise necessary.

Employees are responsible for reporting lost, broken, badly worn equipment, or tools to their immediate supervisor as soon as possible.

Section 4. Employer agrees to provide reasonable access to computers/internet service in order to enable Employees to remain current on matters pertaining to the State.

ARTICLE 3. STAND-BY.

Section 1. Based on staffing, the Employer will rotate the Stand-By assignment to Employees who are qualified and capable of performing the Stand-By assignment. Rotation through Stand-By will be based on Employer Seniority.

Section 2. An Employee assigned to Stand-By status will not constitute time worked for the purposes of overtime calculation under the FLSA. Stand-By compensation shall be granted at the rate of one-eighth ($\frac{1}{8}$) of an hour of an Employee's pay or two dollars (\$2.00) an hour, whichever is greater.

ARTICLE 4. PARKING.

The parties, recognizing that there is an absence of available automobile parking space for DCA Employees in the downtown Santa Fe area, agree to continue a Parking Task-force made up of one (1) co-chair from each party and an equal number of taskforce members as agreed to by the chairs. The Parking Task-force shall meet yearly and is charged with recommending solutions to parking problems affecting DCA Employees in the downtown Santa Fe area, and these recommendations shall be considered for implementation within budget.

ARTICLE 5. PROFESSIONAL DEVELOPMENT.

The Employer, recognizing that professional development can be beneficial for both the Employee and the Employer, the Employer will update and revise the current Educational Leave and Tuition Reimbursement Policy to include professional development opportunities.

ADDENDUM 2.

DCA—STEWARD AGREEMENT

No more than twelve (12) Stewards excluding Executive Board Members and Union Officers will provide representation.

The parties agree that where multiple Stewards are in the same office/workplace, the obligation of representation will not cause operational impact to the Employer.

When Employer Stewards are unavailable to meet in person or virtually, Union Officers/Executive Board Members can represent cross-Employer. If travel is involved, the Union Officer that is the closest geographically to the DCA grievant will be responsible for representation. In the event Union Officers are representing cross-Employer, they will utilize the union time code.

Unavailable means Employer Steward is on leave, there is a conflict where the Employer Steward has to recuse himself or herself, operational reasons prevent the Employer Steward from leaving their post, or an Employer Steward vacancy exists that the Union has been unable to fill despite good faith efforts to do so.

ADDENDUM 2.

DCA—CLASSIFICATION LISTING

Classification (short title)	Classification (long title)	Job Code
ACNTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2011
ADMIN SERV COORD	ADMINISTRATIVE SERVICES COORDINATOR	B3011
ANTHRPLGST & ARCH	ANTHROPOLOGISTS AND ARCHEOLOGISTS	F3091
ARCHITECT II	ARCHITECT II	AREP30
ARCHIVIST	ARCHIVISTS	I4011
BUS OPS SPEC	BUSINESS OPERATIONS SPECIALIST, ALL OTHER	C1199

CAMERA OPERATOR	CAMERA OPERATORS, TELEVISION, VIDEO, AND MOTION PICTURE	J4031
CARTOGRAPHER & PHOTOGRAPHER	CARTOGRAPHERS AND PHOTOGRAMMETRISTS	E1021
CURATOR	CURATORS	I4012
CUST SRV REP	CUSTOMER SERVICE REPRESENTATIVES	R4051
CONSTRUCTION LABORER	CONSTRUCTION LABORERS	T2061
CONSTRUCT AND REL WORKER	CONSTRUCTION AND RELATED WORKERS, ALL OTHER SERIES	T4099`
DESKTOP PUBLISHER	DESKTOP PUBLISHERS	R9031
ED, TRAIN & LIB WK	EDUCATION, TRAINING, AND LIBRARY WORKERS, ALL OTHER	I9099
EDITOR	EDITORS	J3041
ELECTRICIAN	ELECTRICIANS	T2111
EXEC SEC & ADM ASST	EXECUTIVE SECRETARIES AND ADMINISTRATIVE ASSISTANTS	R6011
FARMWKR, FARM & RNCH	FARMWORKERS, FARM AND RANCH ANIMALS	S2093
FIN SPEC, AO	FINANCIAL SPECIALISTS, ALL OTHER	C2099
FINANCIAL COORD	FINANCIAL COORDINATOR	B3031
FOREST & CONSRV WKR	FOREST AND CONSERVATION WORKERS	S4011
GRAPHIC DESIGNER	GRAPHIC DESIGNERS	J1024
HTG AIR CON & REFRIG	HEATING, AIR CONDITIONING, AND REFRIGERATION MECHANICS AND INSTALLERS	U9021
HISTORIAN	HISTORIAN	F30931
INSTRUCT COORDNTR	INSTRUCTIONAL COORDINATORS	I9031
IT DATABASE ADMINISTRATOR II	IT DATABASE ADMINISTRATION II	ITDA23
IT END USER SUPPORT II	IT END USER SUPPORT II	IEUP15

IT END USER SUPPORT III	IT END USER SUPPORT III	IEUP17
IT SYSTEMS ADMINISTRATOR I	IT SYSTEMS ADMINISTRATION I	ISSA20
JANITR & CLNR, EXCPT MAID & HSKPR	JANITORS AND CLEANERS, EXCEPT MAIDS AND HOUSEKEEPING CLEANERS	02011
LANDSCAPING & GRNDS	LANDSCAPING AND GROUNDSKEEPING WORKERS	03011
LIBRARIAN	LIBRARIANS	I4021
LIBRARIAN TECH	LIBRARY TECHNICIANS	I4031
MAIL MACHINE OPERAT	MAIL CLERKS AND MAIL MACHINE OPERATORS, EXCEPT POSTAL SERVICE	R9051
MAINT & REPAIR WKR	MAINTENANCE & REPAIR WORKERS, GENERAL	U9042
METAL & PLAST WRKR	METAL WORKERS AND PLASTIC WORKERS, ALL OTHERS	V4199
MGT ANALYST	MANAGEMENT ANALYST	C1111
MULTI-MEDIA ART	MULTI-MEDIA ARTISTS AND ANIMATORS	J1014
MUSEUM TECH & CONSV	MUSEUM TECHNICIANS AND CONSERVATORS	I4013
OFFICE & ADMIN SUP	OFFICE AND ADMINISTRATIVE SUPPORT WORKERS, ALL OTHER	R9199
OFFICE CLERK	OFFICE CLERKS, GENERAL	R9061
PERSONAL & HOME CARE AID	PERSONAL AND HOME CARE AIDES	P9021
PHOTOGRAPHER	PHOTOGRAPHERS	J4021
PLANT/SYS OPR, AO	PLANT AND SYSTEM OPERATORS, ALL OTHER	V8099
PUB RELATION SPEC	PUBLIC RELATIONS SPECIALISTS	J3031

PURCHASING AGENT	PURCHASING AGENTS, EXCEPT WHOLESALE, RETAIL, AND FARM PRODUCTS	C1023
RECEPTIONIST AND INFO CLERK	RECEPTIONISTS AND INFORMATION CLERKS	R4171
SECURITY GUARD	SECURITY GUARD	M9032
SECRETARY	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014
SELF ENRICHMENT EDUCATOR	SELF-ENRICHMENT EDUCATION TEACHERS	I3021
SET & EXHIBIT DSGR	SET AND EXHIBIT DESIGNERS	J1027
WORDPROCESSOR	WORD PROCESSORS AND TYPISTS	R9022
WOODWORKER, AO	WOODWORKERS, ALL OTHER	V7099

ADDENDUM 3.

DEPARTMENT OF HEALTH (DOH)

ARTICLE 1. SHIFT SELECTION FOR 24-HOUR MEDICAL FACILITIES.

Section 1. As shift positions become vacant, the facility Human Resources office shall maintain, for a year, and use previously submitted and received shift bid forms to identify the qualified Employee with the most facility seniority and contact that Employee regarding the vacancy. The facility Human Resources office will make offers to Employees based on facility seniority, after ensuring that each shift is staffed with at least one-third of capable and qualified Employees who have at least one (1) year of experience on the particular shift and the Employees offered vacant positions meet any and all special qualifications for the position.

Section 2. DOH shall post a list of positions eligible for bid by unit and shift for all bargaining unit positions within the facility. These lists shall be posted and available in each facility Human Resources Office and the Union shall be provided a copy upon request.

Section 3. Should it be necessary to make a change in the scheduling method or starting and ending times, the Employer will produce the suggested change in writing to the Union at least fifteen (15) calendar days prior to its proposed implementation and give the Union an opportunity to present a proposal for discussion.

ARTICLE 2. STAND-BY.

Section 1. Stand-By Pay.

A. Employees may be required to remain in contact with the Employer outside of scheduled hours. Employees will be solicited on a rotational voluntary basis and selected by Employer Seniority so long as an Employee has the necessary skill set to perform the particular Stand-By duties. If no volunteers are available, then the supervisor will designate Employees capable and qualified to perform the work based on reverse Employer Seniority, so long as the Employee has the necessary skill set to perform the Stand-By duties. Depending on the Employer's need, Employees shall be assigned Stand-By from

one (1) day up to and including seven (7) consecutive days. Those Employees assigned Stand-By duty will be compensated at least two dollars and seventy-five cents (\$2.75) an hour.

B. In the case of the following operations:

1. Twenty-four (24) hour facilities employing an Electronic Health Record (EHR) and/or
2. Large Metropolitan Areas where an Employee can be expected to reasonably travel to address problems at multiple New Mexico (DOH) NMDOH sites.

NMDOH ITSD shall maintain adequate staff on-call for afterhours assistance. A centralized number will assign staff the nearest Employee with the appropriate skills that can render the assistance needed.

Section 2. Stand-By for all other operations not included in Section 1b: Stand-By shall be utilized with existing staff to ensure network/EHR operations.

ARTICLE 3. SHIFT DIFFERENTIAL.

Section 1. All Employees not in a twenty-four (24) hour facility shall be compensated seventy-five cents (\$0.75) per hour for each hour of regularly scheduled work between 6 p.m. and 7 a.m.

Section 2. All Employees working weekday night shifts in twenty-four (24) hour facilities (those hours actually worked between 6:00 p.m. and 7:00 a.m.) will receive an additional seventy-five cents (\$0.75) per hour for each hour worked and one dollar (\$1.00) for each weekend hour worked beginning Friday night and ending Monday morning.

ARTICLE 4. UNIFORMS, TOOLS, AND EQUIPMENT.

Section 1. The Employer will provide for direct care health workers at least two (2) sets of scrubs per year. The scrubs will be replaced, as needed, due to normal wear and tear of clothing and laundering. Employees must utilize/wear the scrubs provided to them by the Employer and are responsible for laundering the scrubs, if the Department is not currently providing laundry service. In addition, Employees may utilize their own, self-purchased scrubs, as long as the scrubs meet the current requirements of the Facility/Division for

laundering and don and doff requirements. The Employer agrees to provide three (3) shirts to maintenance workers by either the first pay period in August, or within forty-five (45) days of hire. Maintenance workers will be required to wear and launder the uniforms, if the Department is not currently providing laundering service.

Protective Bathing Footwear: For those Employees exposed to bath water while bathing residents/patients, the Employee shall be provided with protective bathing footwear that will be replaced as needed due to normal wear and tear of the bathing footwear. Employees must utilize/wear the bathing footwear provided to them by the Employer.

Non-slip footwear: For dietary Employees, the Department shall reimburse up to seventy-five dollars (\$75.00), contingent upon the Employee presenting a receipt for the non-slip footwear. The one (1) pair of non-slip footwear will be replaced up to once per year, or as needed due to normal wear and tear of the non-slip footwear. Dietary Employees must utilize/wear the non-slip footwear provided to them by the Employer.

Safety Toe Footwear: For Employees required by law to wear safety toe footwear, including security guards where applicable, the Employee will be reimbursed up to one hundred and twenty-five dollars (\$125.00), contingent upon the Employee presenting a receipt for the safety toe footwear. The one (1) pair of safety toe footwear will be replaced up to once per year or as needed due to normal wear and tear of the safety toe footwear. Employees must utilize/wear the safety toe footwear provided to them by the Employer.

Section 2. Any and all safety items required by law and relevant to NMDOH safety policy, including gait belts, safety belts, safety glasses, protective gloves, and protective clothing, will be supplied by the Employer. NMDOH Employees must have the necessary equipment to do their jobs for their specific job classification. Uniforms, tools, equipment, and safety footwear that are issued by the NMDOH, will be maintained by the Employer, and replaced as needed when the NMDOH determines either uniforms or equipment are worn out or replacement is deemed necessary. NMDOH Employees are responsible for reporting lost, damaged, torn, broken, or badly worn uniforms, tools, equipment,

and safety footwear to their immediate supervisors as soon as possible, to ensure that all Employer issued equipment is replaced as needed.

Section 3. The Employer shall provide all Employees reasonable access to computers/internet service in order to remain current on matters pertaining to the State. Employees shall be given access before and after work, on breaks, or at lunch. All State-issued memos will be hand-delivered to those Employees who do not have a computer assigned to them for their use.

ARTICLE 4. CERTIFICATION AND LICENSURE.

Section 1. While ensuring appropriate staff coverage, the NMDOH will allow Employees to attend in-house training on State time. The NMDOH will consider Agency Seniority when approving requests for education and training.

Section 2. Employees must make every effort to attend available in-house training that would satisfy credentialing requirements.

Section 3. In the event in-house training is not available, the NMDOH will consider and may approve reasonable in-State training requests that will allow Employees to attend training, on work time, up to the number of hours necessary to maintain the credentialing required to perform their job duties. The business needs of the NMDOH will be considered when determining whether to approve or deny any in-State training request.

Section 4. Employees whose license or credentials are required to perform their job duties and are dependent on continuing education may be provided with the opportunity to take classes required to maintain their license or credentials prior to those whose training/education deadline is at a later date.

Section 5. Employees whose license or credentials are required as a condition of employment to perform their job duties may request and will be reimbursed in an amount up to ninety dollars (\$90.00) each renewal period subject to the Employee remaining employed for the entire renewal period in a position that requires the license or credentials.

Section 6. Educational Leave. The Employer, in accordance with respective policies, may grant Employees educational leave with or without pay to pursue training related to their employment that is of immediate or potential value to the Employer, including new ideas and innovation that could result from an Employee's education on a variety of subjects, expansion of Employee skill sets for later promotional or leadership opportunities, and retention. "Educational leave" means time away from work, paid or unpaid, for approved coursework at an academic institution, including participation in classes and travel between an Employee's normal work site and the academic institution. An Employee who wishes to utilize educational leave shall submit a written request, in accordance with respective policies, to attend such training to their immediate manager/supervisor. The manager/supervisor will review the request and determine if the request is job related and if the work unit has the ability to handle the Employee's workload without incurring overtime or adversely affecting the operations of the unit. All educational leave requests require the approval of the Division Director/Facility Administrator and the Cabinet Secretary or his/her designee. In the event that there are multiple candidates seeking educational opportunities with or without pay, the Employee with the highest Agency Seniority may be offered the opportunity prior to less senior Employees.

ARTICLE 6. FILLING OF VACANCIES. VACANCY LOCATION.

Postings for job openings, on bulletin boards or on the SPO website, shall designate the specific office or worksite where the vacancy will be filled.

ARTICLE 7. SECURED ACCESS TO WORKSITES.

At worksites where a security system is used to secure a building or workspace or facility, the use of such system shall be subject to the DOH policy and procedures governing that system.

ARTICLE 8. TEMPORARY OR CONTRACT NURSING PERSONNEL.

Contract or temporary nursing personnel shall receive an orientation to the facility or worksite and shall function under the direction and supervision of a qualified professional registered nurse. If the qualified

professional registered nurse is part of the bargaining unit, they shall thereby be eligible for lead worker pay.

Seniority rights as outlined elsewhere are only given to Union-covered Employees. Temporary (PRNs), or contract workers cannot be offered shifts, locations, or overtime opportunities prior to those opportunities being offered to those Employees covered by this Agreement based on Agency Seniority.

ARTICLE 9. VACATION SCHEDULES.

The Employer shall maintain a log at each Human Resources office to track vacation requests, by date, and their disposition. Employees shall not be denied leave if they will have accrued the hours necessary one pay period prior to the dates requested, unless denied for operational needs.

ARTICLE 10. OVERTIME IN TWENTY-FOUR (24) HOUR FACILITIES.

Section 1. Mandatory Overtime.

The first three (3) names on the mandatory overtime list shall be reviewed with the Employees within the first three (3) hours of each shift. The first three (3) individuals on the mandatory overtime list will be listed on the mandate form and the supervisor will review with the listed Employees.

The Employees will then initial/date/time acknowledging their place on the mandatory overtime list. The supervisor will also explain to the listed Employees what the scheduling needs are for the upcoming shift, if any. In addition, the Employee schedules are posted physically and electronically for all Employees to access.

Within six (6) hours after the beginning of a shift, the supervisor will make a good faith effort to notify those Employees who will likely be required to work mandatory overtime. An Employee must complete four (4) or more hours of overtime (voluntary or mandatory) for their name to be moved to the bottom of the mandatory overtime list.

Employees listed on the mandatory overtime list shall not leave their shift until properly relieved, assuring no coverage is needed for the upcoming shift.

For Employees on a five (5) day work week, the facility may not require the Employee to work mandatory overtime on their last day of scheduled work, unless it is unavoidable due to an emergency or unforeseen business need. If an Employee is skipped for mandatory overtime on their last scheduled day of work, their name shall remain in its position on the mandatory overtime list until they complete four (4) or more hours of overtime (voluntary or mandatory) for their name to be moved to the bottom of the mandatory overtime list.

All mandatory overtime lists shall be initiated by reverse Employer Seniority (measured by the length of continuous service in a career position, including a probationary period in the Employee's current Agency assignment).

Section 2. Voluntary Overtime. Voluntary overtime, for shifts not covered by temporary PRNs, will be offered to facility Employees based on Employer Seniority. If overtime is required for the immediately following shift, the facility will make a good faith effort to cover the shift by completing a call log, prior to mandating.

The facility shall maintain one (1) volunteer list that shall be updated every month. A copy of the list shall be provided to the supervisor, charge nurse, and/or scheduler.

The supervisor/charge nurse/scheduler is required to make one (1) attempt to contact volunteers. If an Employee is not reached, the supervisor/charge nurse/scheduler will continue down the list. If the Employee is contacted and accepts the overtime, they will report in a timely manner for the overtime shift. If they fail to report in a timely manner, they may be subject to discipline. If the Employee refuses the overtime shift, the Employee will not be required to report for overtime.

ADDENDUM 3.

DOH—STEWARD AGREEMENT

No more than thirty (30) Stewards will be tasked with representation. It is understood when the Employer has multiple Stewards in the same office, facility or division, representation will not interfere with the Employer's operational needs.

Stewards and Union Officers shall use the paid union time code when representing bargaining unit covered Employees.

When NMDOH Stewards are unavailable to meet in person at the Employer’s office, facility, division, or virtually, Union Officers can represent cross-Employer. Unavailable means NMDOH Stewards are on leave, there is a conflict where a Steward has to recuse him/herself, operational reasons prevent the Steward from leaving their post, or a Steward vacancy exists that the Union has been unable to fill despite good faith efforts to do so.

If travel is involved for cross NMDOH representation, the Union Officer that is the closest to the Employee’s location will be responsible for representation.

ADDENDUM 3. DOH—CLASSIFICATION LISTING

Classification (short title)	Classification (long title)	Job Code
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2011
ARB, MED, & CONCIL	ARBITRATORS, MEDIATORS, AND CONCILIATORS	H1022
BEHAVIORAL HEALTH THERAPIST	BEHAVIORAL HEALTH THERAPIST	G10141
BOOKPG, ACTG & AUDIT	BOOKKEEPING ACCOUNTING AND AUDITING CLERKS	R3031
BUDGET ANLYST	BUDGET ANALYST	C2031
BUSINESS OPS SPECIALIST *	BUSINESS OPERATIONS SPECIALISTS, ALL OTHER	C1199
CERTIFIED NURSE PRACTITIONER	CERTIFIED NURSE PRACTITIONER	K10801
CHEMIST	CHEMISTS	F2031
CONST. & BLDG INSPECTOR	CONSTRUCTION & BUILDING INSPECTOR	T4011
COMMUNITY & SOCIAL SER SPEC	COMMUNITY AND SOCIAL SERVICE SPECIALISTS ALL OTHER	G1099

COOK, INST & CAF	COOKS INSTITUTION AND CAFETERIA	N2012
DENTAL ASST	DENTAL ASSISTANTS	L9091
DENTAL HYGIENIST	DENTAL HYGIENISTS	K2021
DIETICIAN & NUTRIT	DIETICIANS AND NUTRITIONISTS	K1031
ELECTRONIC SPEC; EXC COMPU	ELECTRONICS SPECIALISTS, EXCEPT COMPUTER	E2072
ELECTRICIAN	ELECTRICIAN SERIES	T2111
ELIG INTRVR, GOV PR	ELIGIBILITY INTERVIEWERS, GOVERNMENT PROGRAMS	R4061
ENGINEERING TECHNICIAN IV	ELIGIBILITY INTERVIEWERS, GOVERNMENT PROGRAMS	ENET20
ENVIRO SCI & SPEC	ENVIRONMENTAL SCIENTISTS AND SPECIALISTS INC HEALTH	F2041
EPIDEMIOLOGIST	EPIDEMIOLOGISTS	F1041
FIN SPEC, AO	FINANCIAL SPECIALIST, ALL OTHER	C2099
HEALTH EDUCATOR	HEALTH EDUCATORS	G1091
HEALTHCARE SURVYR	HEALTH CARE SURVEYORS	E2111
INFO/REC CLRK,AO	INFORMATION AND RECORD CLERKS ALL OTHER	R4199
INTERPR & TRANS	INTERPRETERS AND TRANSLATORS	J3091
IT APPLICATION DEVELOPER I	IT APPLICATION DEVELOPER I	IDAD20
IT APPLICATION DEVELOPER II	IT APPLICATION DEVELOPER II	IDAD23
IT APPLICATION DEVELOPER III	IT APPLICATION DEVELOPER III	IDAD26
IT BUSINESS ANALYST I	IT BUSINESS ANALYST I	IBBA23
IT DATABASE ADMINISTRATOR II	IT DATABASE ADMINISTRATOR II	ITDA23
IT DATABASE ADMINISTRATOR III	IT DATABASE ADMINISTRATOR III	ITDA26

IT END USER SUPPORT II	IT END USER SUPPORT II	IEUP15
IT END USER SUPPORT III	IT END USER SUPPORT III	IEUP17
IT NETWORK ADMINISTRATOR II	IT NETWORK ADMINISTRATOR II	INEA23
IT PROJECT MANAGER II	IT PROJECT MANAGER II	IPPR26
IT SYSTEMS ADMINISTRATOR I	IT SYSTEMS ADMINISTRATOR I	ISSA20
IT SYSTEMS ADMINISTRATOR II	IT SYSTEMS ADMINISTRATOR II	ISSA23
IT SYSTEMS ADMINISTRATOR III	IT SYSTEMS ADMINISTRATOR III	ISSA26
JANITR & CLNR, EXC MAID & HSKPR	JANITORS AND CLEANERS EXCEPT MAIDS AND HOUSEKEEPING CLEANERS	02011
LANDSCAPING & GRNDS WKR	LANDSCAPING AND GROUNDS KEEPING WORKERS	03011
LICENSED PRAC & LIC VOC NURSE	LICENSED PRACTICAL AND LICENSED VOCATIONAL NURSES	K2061
LIFE/PHY/SOC SCI TECH	LIFE, PHYSICAL, AND SOCIAL SCIENCE TECHNICIANS	F4099
MAINT & REPAIR WKR SERIES	MAINTENANCE AND REPAIR WORKERS SERIES	U9042
MED & PUB HLTH SW	MEDICAL AND PUBLIC HEALTH SOCIAL WORKERS	G1022
MED REC & HLTH INF TECH	MEDICAL RECORDS AND HEALTH INFORMATION TECHNICIANS	K2071
MED SCI, XCPT EPDM	MEDICAL SCIENTISTS EXCEPT EPIDEMIOLOGISTS	F1042
MEDICAL SECY	MEDICAL SECRETARIES	R6013
MENTAL HEALTH CNSL	MENTAL HEALTH COUNSELOR	G1014
MEN HLTH & SUB ABUSE SW	MENTAL HEALTH AND SUBSTANCE ABUSE SOCIAL WORKER	G1023
MGT ANALYST	MANAGEMENT ANALYSTS	C1111

MICROBIOLOGIST	MICROBIOLOGISTS	F1022
NURS AIDE, ORDR, ATN	NURSING AIDES ORDERLIES AND ATTENDANTS	L1012
OCC HLTH & SFTY SP	OCCUPATIONAL HEALTH AND SAFETY SPECIALISTS	K9011
OCCUP THERPST ASST	OCCUPATIONAL THERAPIST ASSISTANTS	L2011
OFFICE & ADMIN SUP WKRS ALL OTHER	OFFICE AND ADMIN SUPPORT WORKERS ALL OTHER	R9199
OFFICE CLRK, GEN	OFFICE CLERKS GENERAL	R9061
PARALEGAL & LGL ASST	PARALEGAL AND LEGAL ASSISTANTS	H2011
PHARMACY TECH	PHARMACY TECHNICIANS	K2052
PHYS THERPST AIDE	PHYSICAL THERAPIST AIDES	L2022
PHYS THERPST ASST	PHYSICAL THERAPIST ASSISTANTS	L2021
PHYSICIANS ASSISTANT	PHYSICIAN ASSISTANTS	K10701
PUBLIC RELATIONS SPEC	PUBLIC RELATIONS SPECIALISTS	J3031
PSYCHIATRIC TECH	PSYCHIATRIC TECHNICIANS	K2053
PURCHASING AGENT, EXC WHLS RET & FRM	PURCHASING AGENTS, EXCEPT WHOLESALE, RETAIL, AND FARM PRODUCTS	C1023
RECPTNST/INFO CLK	RECEPTIONISTS AND INFORMATION CLERKS	R4171
RECREATION WRKR	RECREATION WORKERS	P9032
REG NURSE	REGISTERED NURSES	K1111
SEC, EXC LGL/MED/EXE	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014
SOC & HMN SVC ASST	SOCIAL AND HUMAN SERVICE ASSISTANTS	G1093
SOC WKR, AO	SOCIAL WORKER, ALL OTHER	G1029
SOC/COM SV COORD	SOCIAL AND COMMUNITY SERVICE COORDINATOR	B9151

SPEECH LANG PATH	SPEECH-LANGUAGE PATHOLOGISTS	K1127
STATISTICIAN	STATISTICIAN	D2041
STEAM PLT/BOIL OP	STEAM PLANT AND BOILER OPERATORS	V8021
STOCK CLRK/ORD FIL	STOCK CLERKS AND ORDER FILLERS	R5081
SUB ABUSE & BEH CNSL	SUBSTANCE ABUSE AND BEHAVIORAL DISORDERS	G1011
THERAPIST, AO	THERAPISTS - ALL OTHER	K1129
TRAIN & DEV SPEC	TRAINING AND DEVELOPMENT SPECIALIST	C1073
VETERINARIAN	VETERINARIANS	K1131

* Only at Sequoyah

In accordance with the PEBA, any classification that is determined to be confidential, supervisory, or managerial, as defined by the Act are excluded.

ADDENDUM 4.

DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT)

ARTICLE 1. UNIFORMS, TOOLS AND SAFETY EQUIPMENT.

Section 1. If uniforms are deemed necessary and appropriate for Security Employees, the selection and type of uniform required will be determined and provided by the Employer, as needed and appropriate, and within budgetary constraints.

Section 2. DoIT will provide and maintain tools and equipment that the Employer deems necessary for Employees to perform their job duties, within budgetary constraints.

Section 3. DoIT will provide the following tools and safety equipment, as needed, to Employees in technical classifications as appropriate to job classification and assignment and within budgetary constraints:

Safety Equipment: communications tower climbing safety equipment including accessories; first responder medical kits; inclement weather gear (hot/cold); multiple type fire extinguishers; animal/insect deterrent/bite kits/products; gloves (leather, vinyl, latex); water coolers; vehicle safety kits, including but not limited to shovel, pick, saw, axe, warning devices.

Tools and other equipment: radio communications test set(s)/equipment, including but not limited to service monitors, spectrum analyzers, VOM meters, power meters, frequency counters, data analyzers, wireless analyzers, PC's/laptops, transmission test sets, electronic technician tool sets, mechanical technician tool sets, microwave alignment test sets(s) equipment, path aligners, writing utensils/material.

The following equipment is available as needed and approved by the Employer, but may not be individually assigned: cell phones, cameras, GPS.

Equipment and tools will be maintained by DoIT and replaced when DoIT determines it is worn out or replacement is otherwise necessary. Employees are responsible for reporting lost, broken or badly worn equipment or tools in writing to their immediate supervisor as soon as

possible, but no later than 24 hours after first becoming aware of an issue regarding the piece of equipment or tool, or within 24 hours of returning from a field situation.

DoIT will determine the brand, style, and material of the tools, and safety equipment. Unless specifically noted, providing other clothing, tools, and equipment is within the sole discretion of the Employer.

ARTICLE 2. CERTIFICATION AND LICENSURE.

When DoIT requires an Employee to be certified and/or licensed as a condition of employment, DoIT shall document these requirements on a Position Assignment Request Form (PARF) and Employee Evaluation Form, and/or whatever other appropriate personnel form exists for such purposes. If certification and/or licensure is required as a condition of employment, DoIT will pay preapproved costs associated with maintaining an Employee's certification or license.

ARTICLE 3. TRAINING.

DoIT Employees will have access to essential training in areas appropriate and pertinent to their jobs within budget constraints.

ARTICLE 4. STAND-BY STATUS AND DUSK TO DAWN DIFFERENTIAL.

Section 1. Based on Employer staffing, the Employer will rotate Stand-By assignment to Employees who are qualified and capable of performing the assignment. Rotation through Stand-By will be based on Employer Seniority. Employees who are placed on Stand-By duty must remain fit for duty for the duration of the assignment(s). Depending on the assignment, Employees may need to be within a certain distance of their regular place of work as determined by the Employer.

Employees assigned to Stand-By will be compensated at one-eighth ($\frac{1}{8}$) their hourly rate of pay.

Section 2. Dusk to Dawn Differential. All Employees shall be compensated an additional eighty cents (\$0.80) per hour for each hour of regularly scheduled work between 6 p.m. and 7 a.m. This Dusk to

Dawn Differential shall not apply to Employees working an alternative work schedule.

ARTICLE 5. FILLING OF VACANCIES.

Within three (3) months of ratification of this Agreement, the Employer will develop a policy regarding interviewing in-house applicants. This policy will be negotiated with the Union as contemplated in Article 4 of this Agreement.

ARTICLE 6. SHIFT SELECTION.

Whenever a vacancy occurs within an established shift schedule of a given Division/Bureau/Section/Unit, the Human Resources Bureau will work with the Division/Bureau/Section/Unit to solicit shift bid forms internally to identify interested Employees who meet all qualifications for the newly available shift. Shift reassignments will be based on Employer Seniority.

If there are no internal candidates that are interested in and qualified for the newly available shift, the Employer may post the shift position externally.

DoIT may temporarily suspend the provisions of this Article 6 in the event of an emergency. The Union will be notified within a reasonable time of the suspension of this Article 6.

This Article 6 does not apply to temporary vacancies due to illness or other absences that may require the assignment of overtime or compensatory time to ensure coverage.

ADDENDUM 4.

DoIT–STEWARD AGREEMENT

No more than four (4) Stewards (one will be outside of the Santa Fe/Albuquerque/Las Vegas area), not to include Union Officers, will be tasked with representation in person or virtually. It is understood that in Departments where multiple Stewards are in the same office, representation will not interfere with business operations. Meetings may be virtual by mutual agreement. Requests for virtual meetings will not be unreasonably denied.

When DoIT Stewards are unavailable to meet in person or virtually, Union Officers/Executive Board Members can represent cross-Employer. If travel is involved, the Union Officer that is the closest geographically to the grievant will be responsible for representation. In the event Union Officers are representing cross-Employer, they will utilize the union time code.

Unavailable means the DoIT Steward is on leave, there is a conflict where the DoIT Steward has to recuse himself or herself, operational reasons prevent the DoIT Steward from leaving their post, or a DoIT Steward vacancy exists that the Union has been unable to fill despite good faith efforts to do so.

ADDENDUM 4.

DoIT—CLASSIFICATION LISTING

Classification (short title)	Classification (long title)	Job Code
COMPUTER OPTR	COMPUTER OPERATORS	R9011
DISPATCHER II	DISPATCHER II	R50332
IT APPLICATION DEVELOPER I	IT APPLICATION DEVELOPER I	IDAD20
IT APPLICATION DEVELOPER II	IT APPLICATION DEVELOPER II	IDAD23
IT APPLICATION DEVELOPER III	IT APPLICATION DEVELOPER III	IDAD26
IT BUSINESS ANALYST I	IT BUSINESS ANALYST I	IBBA23
IT BUSINESS ANALYST II	IT BUSINESS ANALYST II	IBBA26
IT DATABASE ADMINISTRATOR II	IT DATABASE ADMINISTRATOR III	ITDA23
IT DATABASE ADMINISTRATOR III	IT DATABASE ADMINISTRATOR III	ITDA26
IT END USER SUPPORT II	IT END USER SUPPORT II	IEUP15
IT END USER SUPPORT III	IT END USER SUPPORT III	IEUP17
IT NETWORK ADMINISTRATOR I	IT NETWORK ADMINISTRATOR I	INEA20

IT NETWORK ADMINISTRATOR II	IT NETWORK ADMINISTRATOR II	INEA23
IT PROJECT MANAGER I	IT PROJECT MANAGER I	IPPR23
IT PROJECT MANAGER II	IT PROJECT MANAGER II	IPPR26
IT SEC & COMPLIANCE ADMIN I	IT SECURITY AND COMPLIANCE ADMINISTRATOR I	ICSC20
IT SEC & COMPLIANCE ADMIN II	IT SECURITY AND COMPLIANCE ADMINISTRATOR II	ICSC23
IT SYSTEMS ADMINISTRATOR II	IT SYSTEMS ADMINISTRATOR II	ISSA23
IT SYSTEMS ADMINISTRATOR III	IT SYSTEMS ADMINISTRATOR III	ISSA26
MGT ANALYST	MANAGEMENT ANALYST	C1111
OFFICE & ADMIN SUP	OFFICE AND ADMINISTRATIVE SUPPORT WORKERS, ALL OTHER	R9199
PURCHASING AGENT	PURCHASING AGENTS, EXCEPT WHOLESALE, RETAIL, AND FARM PRODUCTS	C1023
SECURITY GUARD	SECURITY GUARD	M9032

ADDENDUM 5.

EARLY CHILDHOOD EDUCATION AND CARE DEPARTMENT (ECECD)

Family Support and Early Intervention Division, Families FIRST and Family Infant Toddler Bureaus

ARTICLE 1. UNIFORMS, TOOLS, AND EQUIPMENT.

Any and all safety items required by law and relevant to ECECD safety policy will be supplied by the Employer. Employees must have the necessary equipment to do their jobs for their specific job classification. Equipment that is issued by the Employer will be maintained by the Employer and replaced when the equipment is worn out or when replacement is deemed necessary. ECECD Employees are responsible for reporting lost, damaged, torn, broken or badly worn equipment or tools to their immediate supervisors as soon as possible.

ARTICLE 2. CERTIFICATION AND LICENSURE.

Section 1. The Employer shall inform Employees of opportunities for continuing education credits required to maintain credentialing.

Section 2. While ensuring appropriate staff coverage, ECECD will allow Employees to attend in-house training on State time utilizing the Training time reporting code on their timesheet.

Section 3. Employees must make every effort to attend available in-house training that would satisfy credentialing requirements.

Section 4. ECECD shall designate a contact person(s) to respond to questions regarding training.

Section 5. In the event in-house training is not available, the Employer will approve reasonable in-State training requests that will allow Employees to attend training on work time up to the number of hours necessary to maintain the credentialing required to perform their job duties.

Section 6. Employees whose license or credentials are required to perform their job duties and are dependent on continuing education

will be provided with the first opportunity to take classes required to maintain their license or credentials prior to those whose training/ education is not required until a later date.

Section 7. The Employer will cover the cost of the license or credentials of those Employees whose license or credentials are required as a condition of employment to perform their job duties each renewal period subject to the Employee remaining employed for the entire renewal period in a position that requires the license or credentials.

Section 8. An Employee who wishes to attend training to qualify for a certain position in ECECD shall submit a written request to attend such training to Human Resources. If resources are limited, Employees with State Seniority shall be given preference to attend training, provided all mandatory training requirements, established by the Employer, have been met. Employee requests may be denied for operational or budgetary reasons.

ARTICLE 3. FILLING OF VACANCIES.

Vacancy Location Postings for job openings, on bulletin boards or on the SPO website, shall designate the specific office or worksite where the vacancy will be filled.

ARTICLE 4. SECURED ACCESS TO WORKSITES.

At worksites where a security system is required to enter a secured building or workspace or facility, the use of such system shall be subject to the ECECD policy and procedures governing that system.

ARTICLE 5. TRAVEL COSTS.

The Employer will cover travel costs for Employees prior to travel when request is made timely and in accordance with the NM State Procurement Code. In job-related circumstances in which Employees of ECECD must engage in overnight travel and pay related expenses out-of-pocket, they will be entitled to timely reimbursement. The reimbursement of eligible expenses will be processed within 60 days of submission of complete and accurate documentation of eligible expenses, barring extenuating circumstances or delays caused by an outside agency.

ADDENDUM 5. ECECD—STEWARD AGREEMENT

No more than two (2) Stewards will provide representation to Employees.

The parties agree that where multiple Stewards are in the same office/ workplace, the obligation of representation will not cause operational impact to the Employer.

When ECECD Stewards are unavailable to meet in person or virtually, Union Officers/Executive Board Members can represent cross-Employer. If travel is involved, the Union Officer that is the closest geographically to the Employee/grievant will be responsible for representation. In the event Union Officers are representing cross-Employer, they will utilize the union time code.

Unavailable means the Steward is on leave, there is a conflict where the Steward has to recuse himself or herself, operational reasons prevent the Steward from leaving their post, or a Steward vacancy exists that the Union has been unable to fill despite good faith efforts to do so.

ADDENDUM 5. ECECD—CLASSIFICATION LISTING

Classification (short title)	Classification (long title)	Job Code
EDUC ADMIN	EDUCATION ADMINISTRATOR	B9039
MEDICAL SECTY	MEDICAL SECRETARIES	R6013
MGT ANALYST	MANAGEMENT ANALYST	C1111
OFFICE CLRK, GEN	OFFICE CLERKS, GENERAL	R9061
REG NURSE	REGISTERED NURSES	K1111
SEC, EX LGL/MED/EXE	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014
SOC/COM SV COORD	SOCIAL & COMMUNITY SERVICE COORDINATOR	B9151
WIC Eligibility Interviewer	WOMEN, INFANT & CHILDREN (WIC) ELIGIBILITY INTERVIEWER	R40621

ADDENDUM 6.

GENERAL SERVICES DEPARTMENT (GSD)

ARTICLE 1. TOOLS AND SAFETY EQUIPMENT.

Section 1. GSD agrees to provide uniform clothing for Employees who the Employer requires to wear a uniform.

Section 2. GSD agrees to maintain tools and equipment that GSD issues as the Employer deems necessary for the Employee to perform their job duties.

Section 3. GSD-issued equipment and tools will be maintained by the Employer and replaced when the Employer determines it is worn out or replacement is otherwise necessary. Employees are responsible for reporting lost, broken, or badly worn equipment or tools to their immediate supervisor as soon as possible.

Section 4. GSD agrees to provide Employees with reasonable access to computers in order to remain current on matters pertaining to the State.

ARTICLE 2. CERTIFICATION AND LICENSURE.

Section 1. When the Employer requires an Employee to be certified and/or licensed as part of the terms and conditions of their employment, the Employer shall document these requirements in a Position Action Request Form (PARF) and Employee Evaluation Form (EE).

Section 2. In the event the Employer modifies an Employee's (PARF) to require a license, then all costs associated with obtaining proper licensure shall be paid by the Employer when the license is a requirement for the position.

Section 3. The Employer shall not require an Employee to perform a task that requires a license which the Employee has not obtained.

ARTICLE 3. TRAVEL.

Pre-approved work-related travel time will be compensated in accordance with Article 12 – Overtime and Compensatory Time, Sections 3 and 4 and Article 11 – Hours of Work, Schedules, and Shifts.

ARTICLE 4. STAND-BY PAY.

Section 1. Based on facility or departmental staffing, the Employer will rotate the Stand-By assignment to Employees who are qualified and capable of performing the Stand-By assignment and shall be fit for duty.

Section 2. Upon request, the Union will be provided a Stand-By list for each unit that requires Employees to be on Stand-By.

Section 3. An Employee assigned to Stand-By status in circumstances where time expended will not constitute compensable hours worked under the FLSA shall be paid a Stand-By rate of two dollars and twenty-five cents (\$2.25) per hour or one-eighth ($\frac{1}{8}$) of an hours' pay per hour, whichever amount is greater.

ARTICLE 5. DUSK TO DAWN DIFFERENTIAL.

Employees shall be compensated seventy-five cents (\$0.75) per hour for each hour of regularly scheduled work between 6 p.m. and 7 a.m. This is not applicable to Employees on an alternative work schedule.

ARTICLE 6. TRAINING.

Section 1. Employees will have access to essential training in areas appropriate and pertinent to their jobs with division/management approval and within budgetary constraints.

Section 2. An Employee can request remedial or additional training.

ADDENDUM 6.

GSD—STEWARDS AGREEMENT

No more than six (6) Stewards will provide representation in person or virtually. Stewards shall attempt to meet virtually where feasible.

The parties agree that where multiple Stewards are in the same office/workplace, the obligation of representation will not cause operational impact to the Employer.

Executive Board Members and Union Officers can represent cross-Employer in the event there are no Stewards available for representation. If travel is involved, the Executive Board Member or Union Officer that

is the closest geographically to the Employee will be responsible for representation. In the event the Executive Board Member or Union Officer is representing cross-Employer, they will utilize the union time code.

ADDENDUM 6.

GSD—CLASSIFICATION LISTING

Classification (short title)	Classification (long title)	Job Code
AIRCRAFT MEC & SRV	AIRCRAFT MECHANICS AND SERVICE TECHNICIANS	U3011
AIRCRAFT PILOT	AIRCRAFT PILOT	W20111
ARCHITECT II	ARCHITECT II	AREP30
AUTO SRV TECH & MECH	AUTOMOTIVE SERVICE TECHNICIANS AND MECHANICS	U3023
BINDERY WORKER	Bindery Workers	V5011
BUDGET ANLYST	BUDGET ANALYSTS	C2031
BUS OPS SPEC	BUSINESS OPERATIONS SPECIALIST, ALL OTHER	C1199
BUS/TRK MEC/DS ENG-A	BUS AND TRUCK MECHANICS AND DIESEL ENGINE SPECIALISTS	U3031
COMPLNCE OFFICER-A	COMPLIANCE OFFICERS, EXCEPT AGRICULTURE, CONSTRUCTION, HEALTH AND SAFETY, AND TRANSPORTATION	C1041
CUSTOMER SERV REP	CUSTOMER SERVICE REPRESENTATIVES	R4051
DESKTOP PUBLISHER	DESKTOP PUBLISHERS	R9031
ELECTRICIAN	ELECTRICIANS	T2111
EXEC SEC & ADM ASST	EXECUTIVE SECRETARIES AND ADMINISTRATIVE ASSISTANTS	R6011
FIN SPEC, AO	FINANCIAL SPECIALISTS, ALL OTHER	C2099

GSD IT PROCUREMENT SPECIALIST	GENERAL SERVICES DEPARTMENT INFORMATION TECHNOLOGY PROCUREMENT SPECIALIST	C10241
INFO/REC CLERK	INFORMATION AND RECORD CLERKS, ALL OTHER	R4199
IT APPLICATION DEVELOPER II	IT APPLICATION DEVELOPER II	IDAD23
JANITR & CLNR, EXCPT MAID & HKPRS	JANITORS AND CLEANERS, EXCEPT MAIDS AND HOUSEKEEPING CLEANERS	O2011
LANDSCAPING & GRNDS	LANDSCAPING AND GROUNDSKEEPING WORKERS	O3011
MAINT & REPAIR WKR	MAINTENANCE & REPAIR WORKERS, GENERAL	U9042
MGT ANALYST	MANAGEMENT ANALYST	C1111
OFFICE CLRK, GEN	OFFICE CLERKS, GENERAL	R9061
OPER RES ANALYST	OPERATIONS RESEARCH ANALYSTS	D2031
PAINTER/CNST & MAIN	PAINTERS, CONSTRUCTION AND MAINTENANCE	T2141
PRINTING MACH OP	PRINTING MACHINE OPERATORS	V5023
PUBLIC RELATIONS SPEC	PUBLIC RELATIONS SPECIALISTS	J3031
PURCHASING AGENT	PURCHASING AGENTS, EXCEPT WHOLESALE, RETAIL, AND FARM PRODUCTS	C1023
SEC EX LEG/MED/EX	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014
SECURITY GUARD	SECURITY GUARD	M9032
STOCK CLERK	STOCK CLERKS AND ORDER FILLERS	R5081
TRAIN & DEV SPEC	TRAINING AND DEVELOPMENT SPECIALIST	C1073A

ADDENDUM 7.

HUMAN SERVICES DEPARTMENT (HSD)

Behavioral Health Services (BHS) Division

ARTICLE 1. TRAINING.

Employees will have access to training, considered by division management to be essential and pertinent to their jobs, within budgetary constraints.

ARTICLE 2. CERTIFICATION AND LICENSURE.

In the event the Employer requires Employees to be certified and/or licensed as a condition of the Employee's continued employment, the terms and conditions by which Employees shall maintain their certification and/or license shall be identified by the Employer and made available in writing to each Employee so required. The Employer will reimburse or pay for pre-approved costs associated with the maintenance of an Employee's certification or license subject to budget appropriation.

ADDENDUM 7.

HSD-BHS DIVISION—STEWARD AGREEMENT

No more than one (1) Steward and one (1) Alternate Steward will provide representation in person or virtually to Employees. Steward or Alternate Steward shall attempt to meet virtually where feasible.

The parties agree that where multiple Stewards are in the same office/workplace, the obligation of representation will not cause operational impact to the Employer.

When Stewards or Alternate Steward are unavailable to meet in person or virtually, Union Officers/Executive Board Members can represent cross-Employer. If travel is involved, the Union Officer that is the closest geographically to the Employee will be responsible for representation. In the event Union Officers are representing cross-Employer, they will utilize the union time code.

Unavailable means the Steward or Alternate Steward is on leave, there is a conflict where the Steward or Alternate Steward has to recuse himself

or herself, operational reasons prevent the Steward or Alternate Steward from leaving their post, or a Steward or Alternate Steward vacancy exists that the Union has been unable to fill despite good faith efforts to do so.

ADDENDUM 7. HSD-BHS DIVISION—CLASSIFICATION LISTING

Classification (short title)	Classification (long title)	Job Code
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2011
ECONOMIST	ECONOMISTS	F3011
EXEC SEC & ADM ASST	EXECUTIVE SECRETARIES AND ADMINISTRATIVE ASSISTANTS	R6011
PROGRAM COORDINATOR II	PROGRAM COORDINATOR II	B90402
PURCHASING AGENT	PURCHASING AGENTS, EXCEPT WHOLESALE, RETAIL, AND FARM PRODUCTS	C1023
SOC/COM SV COORD	SOCIAL AND COMMUNITY SERVICE COORDINATOR	B9151
TRAIN & DEV SPEC	TRAINING DEVELOPMENT SPECIALIST	C1073

ADDENDUM 8.

MINERS' COLFAX MEDICAL CENTER (MCMC)

ARTICLE 1. SHIFT SELECTION.

Section 1. As shift positions become vacant, the Department Manager/ Supervisor will post within the Department the available shift vacancy. Interested Employees shall request to be considered for the vacant shifts in writing. Department Manager/ Supervisor will make offers to interested Employees based on facility seniority, after ensuring that the Employees offered vacant positions meet any and all special qualifications for the position.

Section 2. Lists of shift vacancies shall be posted and available in each unit and the Union shall be provided a copy upon request.

Definition of units at MCMC: ER, ICU, MED/SURG, OB, Long Term Care, Housekeeping, Respiratory, Radiology and Laboratory. Any new shift units that are added in the interim shall be included in this list.

Section 3. Should it be necessary to make a change in the shift scheduling method or starting and ending times of shifts, the Employer will produce a suggested change in writing to the Union and give the Union an opportunity to present a proposal for discussion regarding the change prior to the date of implementation as contemplated in Article 4.

Section 4. Bargaining unit Employees have priority over contract or agency employees in selecting shifts.

ARTICLE 2. STAND-BY PAY.

Section 1. Based on facility or Department staffing, the Employer will rotate the Stand-By assignment to Employees who are qualified and capable of performing the Stand-By assignment.

Section 2. The Union will be provided a Stand-By Pay list for each unit that requires Employees to be on Stand-By Pay status. The list will be provided when the Stand-By Pay list changes.

Section 3. The time an Employee is assigned to Stand-By Pay status will not constitute compensable hours worked under the FLSA. An Employee

on Stand-By Pay status shall be paid Stand-By Pay rate of two dollars and twenty-five cents (\$2.25) per hour.

ARTICLE 3. CALL-BACK.

Employees who are called to report to work on their regular day off or recalled after having left the Employer's premises will receive a minimum of two (2) hours' pay. If the Employee returns home prior to the end of the two (2) hour period and is called back within that two (2) hour period, the Employee will not receive an additional two (2) hours of pay. If the time worked exceeds the two (2) hour limit the Employee will receive either straight time pay or overtime, depending on the circumstance.

ARTICLE 4. SHIFT DIFFERENTIAL.

Shift differential will be paid to all Employees for hours worked on a premium shift (evening, night, or weekend shift) in accordance with current differential rates.

Current rates:

Non-Licensed.

- Weekday nights Sunday-Thursday 6:00 p.m. to 6:00 a.m. will receive one dollar per hour (\$1.00/hour);
- Weekend days Saturday & Sunday 6:00 a.m. to 6:00 p.m. will receive one dollar and seventy-five cents per hour (\$1.75/hour);
- Weekend nights Friday & Saturday 6:00 p.m. to 6:00 a.m. will receive two dollars per hour (\$2.00/hour).

Licensed.

- Weekday nights Sunday-Thursday 6:00 p.m. to 6:00 a.m. will receive one dollar and fifty cents per hour (\$1.50/hour);
- Weekend days Saturday & Sunday 6:00 a.m. to 6:00 p.m. will receive two dollars and fifty cents per hour (\$2.50/hour);
- Weekend nights Friday & Saturday 6:00 p.m. to 6:00 a.m. will receive three dollars per hour (\$3.00/hour).

ARTICLE 5. UNIFORMS, TOOLS, AND EQUIPMENT.

Section 1. The Employer shall provide, maintain, and clean scrub suits in the Operating Suite and lab coats in Respiratory, Medical Laboratory, and Radiology at no cost to the Employees.

Section 2. Tools and equipment needed for Employees to perform their job duties, as deemed necessary by the Employer, shall be furnished, and maintained by the Employer.

Section 3. The Employer shall provide all Employees reasonable access to computers/internet in order to remain current on matters pertaining to the State.

ARTICLE 6. CERTIFICATION AND LICENSURE.

If the Employer requires Employees to be certified and/or licensed, the terms and conditions by which Employees shall obtain and maintain their proper credentials, certifications, and/or licenses, shall be identified by the Employer and made available in writing to each Employee who is required to be certified and/or licensed. Additionally, the Employer shall cover all costs associated with programs or trainings necessary for obtaining or maintaining proper credentials, certification, and/ or licensure.

If the Employer does not offer the program or training in-house and it is required as a condition of employment, the Employer shall cover all costs based on management's prior approval and budgetary constraints. However, if the Employee fails to attend the in-house training without prior approval from management, the Employee bears all costs, unless the absence is due to an unforeseen circumstance, such as illness.

MCMC will pay for the certification of Recreation Worker.

ARTICLE 7. LOW CENSUS.

In the event MCMC determines low census at the hospital or Long-Term Care, Employees may request to take annual leave, compensatory time, or leave without pay. This will be offered by facility seniority based on operational needs in each of the work units.

ARTICLE 8. COMPLIANCE.

Online training and policies and procedures will be made available to Employees. Employees must be notified of any new policy or procedure that affects terms and conditions of employment.

**ADDENDUM 8.
MCMC—STEWARD AGREEMENT**

No more than eight (8) Stewards will provide representation to Employees.

The parties agree that where multiple Stewards are in the same office/ workplace/facility, the obligation of representation will not cause operational impact to the Employer.

When MCMC Stewards are unavailable to meet in person or virtually, Union Officers/Executive Board Members can represent cross-Employer. If travel is involved, the Union Officer that is the closest geographically to the Employee will be responsible for representation. In the event Union Officers are representing cross-Employer, they will utilize the union time code.

Unavailable means the Steward is on leave, there is a conflict where the Steward has to recuse himself or herself, operational reasons prevent the Steward from leaving their post, or a Steward vacancy exists that the Union has been unable to fill despite good faith efforts to do so.

**ADDENDUM 8.
MCMC—CLASSIFICATION LISTING**

Classification (short title)	Classification (long title)	Job Code
ADMIN SERV COORD	ADMINISTRATIVE SERVICES COORDINATOR	B3011
BILL & ACCT COLLECT	BILL AND ACCOUNT COLLECTORS	R3011
COOK, INST & CAF	COOKS, INSTITUTION AND CAFETERIA	N2012

FIN SPEC, AO	FINANCIAL SPECIALISTS, ALL OTHER	C2099
FOOD SERVER, NONRST	FOOD SERVERS, NONRESTAURANT	N3041
HEALTH TECHN & TCH	HEALTH TECHNOLOGISTS AND TECHNICIANS, ALL OTHER	K2099
INS CLMS/POLCY CLK	INSURANCE CLAIMS AND POLICY PROCESSING CLERKS	R9041
IT END USER SUPPORT III	IT END USER SUPPORT III	IEUP17
JANITR & CLNR, NO MAID	JANITORS AND CLEANERS, EXCEPT MAIDS AND HOUSEKEEPING CLEANERS	O2011
LAUNDRY & DRY CLNG	LAUNDRY AND DRY CLEANING WORKERS	V6011
LPN & LVN	LICENSED PRACTICAL AND LICENSED VOCATIONAL NURSES	K2061
MAINT & REPAIR WKR	MAINTENANCE & REPAIR WORKERS, GENERAL	U9042
MED & CLIN LAB TECHNO	MEDICAL AND CLINICAL LABORATORY TECHNOLOGISTS	K2011
MED REC & HLTH INF	MEDICAL RECORDS AND HEALTH INFORMATION TECHNICIANS	K2071
MEDICAL SECTY	MEDICAL SECRETARIES	R6013
MEDICAL TRANSCRIPTIONIST	MEDICAL TRANSCRIPTIONISTS	L9094
NURS AIDE, ORDR, ATN	NURSE AIDES, ORDERLIES, AND ATTENDANTS	L1012
OFFICE AND ADMIN SUPPORT	OFFICE AND ADMINISTRATIVE SUPPORT WORKERS, ALL OTHER	R9199
OFFICE CLRK, GEN	OFFICE CLERKS, GENERAL	R9061
PLUMBER PIPEFITTER, ST FITTER	PLUMBER	T21610
PR COORD	PROGRAM COORDINATOR	B90401

PURCHASING AGENT	PURCHASING AGENTS, EXCEPT WHOLESALE, RETAIL, AND FARM PRODUCTS	C1023
RADIOLOGICAL TECH	RADIOLOGIC TECHNOLOGISTS AND TECHNICIANS	K2034
RECREATION WRKR	RECREATION WORKERS	P9032
REG NURSE	REGISTERED NURSES	K1111
RESPIRATORY THERP	RESPIRATORY THERAPISTS	K1126
SEC, EX LEG/MED/EX	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014
SECURITY GUARD	SECURITY GUARD	M9032
STOCK CLRK/ORD FIL	STOCK CLERKS AND ORDER FILLERS	R5081
SWITCHBOARD OPERATOR	SWITCHBOARD OPERATORS, INCLUDING ANSWERING SEVICE	R2011

ADDENDUM 9.

NEW MEXICO ENVIRONMENT DEPARTMENT (NMED)

ARTICLE 1. SAFETY OF NMED STAFF.

NMED management will create policies and/or user procedures to help facilitate the best Health and Safety Practices, in consultation with the EHSC, by July 1, 2022, unless prevented by unforeseen circumstances.

The NMED EHSC, as outlined in the CBA, and in consultation with each bureau (or equivalent), will recommend safety and health standards that may include the following:

- Researching and developing field safety protocols
- Developing an annual safety review and training
- Researching, reviewing, and recommending job-appropriate safety equipment

The EHSC will assign subcommittees a topic to research and subcommittees will then make recommendations back to the EHSC as a whole. As approved by each committee member's supervisor and as budget permits, EHSC members will be allowed reasonable time during their regular work schedule, using the union time code, to complete related research, safety protocol development, incident review, and other related duties. Pre-approved time away from the job related to participation in the EHSC and subcommittees will not be considered negatively in performance measurement criteria. EHSC members will be recognized by the Department for their work on the committee and subcommittees.

The FMCS will facilitate the EHSC in training, consensus building, and development of a mission statement, ground rules, and subcommittees.

ARTICLE 2. SAFETY EQUIPMENT.

Section 1. The Employer will provide the following safety equipment as needed based on technical classifications, as appropriate to job classification and assignment determined by the EHSC, as available budget allows.

Safety equipment includes, but may not be limited to:

First aid kits, work footwear (i.e. steel toed boots, rubber boots, or hiking boots), hard hats or bump caps, protective gloves, safety glasses, hair restraints, ball caps or hair nets, disposable dust masks, lab coats, rubber gloves, earplugs, safety vests, waders, snake gators, respirators, dosimeters (measure radiation), other exposure monitors (i.e., H25 monitor), Tyvek suits, fire retardant coveralls or pants and shirts, knee protection pads, and other protective clothing.

If NMED is unable or fails to provide safety equipment, tools, or other equipment to complete a specific task, the Employer shall not penalize the Employee for not completing the specific task.

SECTION 2. SHARING SAFETY EQUIPMENT.

Under circumstances that require Employees to share safety equipment, the Employer will provide disinfectant wipes or disinfectant sprays.

Safety Equipment that cannot be effectively cleaned without damaging the equipment will not be shared

ARTICLE 3. CLOTHING, TOOLS, AND OTHER EQUIPMENT.

Section 1. The Employer shall provide tools and other equipment appropriate to job classification and assignment, and contingent on sufficient budget.

Tools and other equipment may include, but are not limited to: thermometers, alcohol swabs, flashlights and batteries, clipboards, chlorine test strips, temperature test strips, thermal strips, tape measures, shovels, levels, PH paper, filament tape, sample collection materials, hammers, screwdrivers, pry bars, pliers, socket set, notebooks, bound filed notebooks, and electronic storage. The following equipment may be available as needed but may not be individually assigned; cameras, mobile and satellite phones, GPS, laptops, rain gear, PH meters, coolers, hand trucks (dollies), range finders, safety harnesses, measuring wheels, monitoring devices, multi gas meter (photoionization detector, explosive meter, oxygen meter), soil sampling supplies (sampling jars, aluminum foil), ropes, traffic cones, and bailers.

Section 2. Equipment and tools will be maintained by the Employer and replaced when the Employer determines it is worn out or replacement is otherwise necessary. Employees are responsible for reporting lost,

broken or badly worn equipment or tools to their immediate supervisor as soon as possible.

Section 3. If NMED is unable or fails to provide tools and other equipment deemed necessary by management to complete a specific task, the Employer shall not penalize the Employee for not completing the specific task.

The Employer will determine the brand, style and material of tools and safety equipment. Unless specifically noted the determination of providing other clothing, tools and equipment is at the sole discretion of the Employer.

ARTICLE 4. CERTIFICATION AND LICENSURE.

If the Employer requires Employees to be certified and/or licensed as a condition of the Employee's continued employment, the terms and conditions by which Employees shall maintain their certification, and/or license, shall be identified by the Employer and made available in writing to each Employee so required. The Employer will reimburse or pay for pre-approved costs associated with the maintenance of an Employee's certification or license subject to budget appropriation.

ARTICLE 5. TRAVEL.

Pre-approved work-related travel time will be compensated in accordance with Article 12, Overtime and Compensatory Time, Sections 3 and 4 and Article 11, Hours of Work, Schedules, and Shifts, Section 1. If an Employee is offered public transportation or use of a State vehicle but requests and is granted permission to drive their personal vehicle instead, the Employee will be compensated only for the hours the Employee would have traveled had they used public transportation or a State vehicle. This will include reasonable travel time to and from the airport and reasonable time to check in through airport security and baggage check in and claim. Employees may also use personal vehicles for routine in-State work-related travel to professional development meetings and similar trainings following applicable policies, procedures, and regulations.

ARTICLE 6. STAND-BY PAY.

Employees on stand-by status shall be compensated according to the SPB Rules and approved NMED procedures for stand-by status at the rate of one-eighth ($\frac{1}{8}$) of an hours' pay.

ARTICLE 7. SUPPORTING WORKING PARENTS.

Section 1. NMED shall provide a private and clean room at the workplace for a new mother to breast feed or pump during the workday, in accordance with the NMED Nursing Mother – Breast Pump Policy and Code of Conduct.

Section 2. NMED shall, whenever possible and with advance approval, allow work adjustments and/or alternative work schedules for working parents for childcare drop-off and pick-up or other childcare scheduling needs.

Employees may also request administrative leave per SPB Rules for parent-teacher conferences.

ARTICLE 8. TRAINING AND CAREER DEVELOPMENT.

NMED policy 02-56, Education and Training Benefits, shall govern professional development, job-related training, how to request such development and training, and whether the cost of the development and training is paid or not.

ARTICLE 9. FILLING OF VACANCIES.

Hiring managers are strongly encouraged to interview all candidates who are currently NMED Employees and are on the first referred list that the NMED Human Resources Bureau provides to the hiring manager.

ARTICLE 10. NMED LABOR-MANAGEMENT COMMITTEE.

The FMCS will facilitate the ELMC in training, consensus building, and the development of a mission statement, ground rules, and an agenda item selection process.

In order to participate in the ELMC as a standing committee member, participants must take part in the FMCS training. The first meeting with the FMCS will occur within three (3) months of ratification or the earliest time after that when the FMCS is available.

The makeup of the ELMC committee will be equal members of labor and management and reflect the diversity of the positions in the Environment Department.

ADDENDUM 9. NMED—STEWARDS AGREEMENT

No more than ten (10) Stewards will provide representation of Employees in NMED.

The parties agree that where multiple Stewards are in the same office/ workplace, the obligation of representation will not cause operational impact to the Employer. The Employer will determine the operational impact.

Stewards and Union Officers shall use the paid union time code when representing Employees.

When NMED Stewards are unavailable to meet in person or virtually, Executive Board Members and Union Officers can represent cross-Employer. Unavailable means a NMED Steward is on leave, there is a conflict where a Steward has to recuse himself/herself, operational reasons prevent the Steward from leaving their post, or a Steward vacancy exists that the Union has been unable to fill despite good faith efforts to do so.

If travel is involved for cross-Employer representation, the Union Officer or Steward that is the closest to the Employer grievant will be responsible for representation. In the event Union Officers are representing cross-Employer, they will utilize the union time code.

ADDENDUM 9. NMED—CLASSIFICATION LISTING

Classification (short title)	Classification (long title)	Job Code
ADMIN SERV COORD	ADMINISTRATIVE SERVICES COORDINATOR	B3011
BUDGET ANALYST	BUDGET ANALYSTS	C2031

BUS OPS SPEC	BUSINESS OPERATIONS SPECIALIST, ALL OTHER	C1199
ENGINEER PROFESSIONAL I	ENGINEER PROFESSIONAL I	ENEP26
ENGINEER PROFESSIONAL II	ENGINEER PROFESSIONAL II	ENEP30
ENGINEER INTERN	ENGINEER INTERN	ENEP23
ENVIRO SCI & SPEC	ENVIRONMENTAL SCIENTISTS AND SPECIALISTS, INCLUDING HEALTH	F2041
EXEC SEC& ADM ASST	EXECUTIVE SECRETARIES AND ADMINISTRATIVE ASSISTANTS	R6011
FIN SPEC, AO	FINANCIAL SPECIALISTS, ALL OTHER	C2099
GEOSCIENTIST	GEOSCIENTISTS, EXCEPT HYDROLOGIST AND GEOGRAPHERS	F2042
HYDROLOGIST	HYDROLOGISTS	F2043
INFO AND RECORD CLERK	INFORMATION AND RECORD CLERKS, ALL OTHER	R4199
IT APPLICATION DEVELOPER II	IT APPLICATION DEVELOPER II	IDAD23
IT APPLICATION DEVELOPER III	IT APPLICATION DEVELOPER III	IDAD26
IT BUSINESS ANALYST I	IT BUSINESS ANALYST I	IBBA23
IT END USER SUPPORT II	IT END USER SUPPORT II	IEUP15
IT END USER SUPPORT III	IT END USER SUPPORT III	IEUP17
IT GIS SPECIALIST I	IT GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST I	ITGT20
IT GIS SPECIALIST II	IT GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST II	ITGT23
IT NETWORK ADMINISTRATOR II	IT NETWORK ADMINISTRATOR II	INEA23
IT SYSTEMS ADMINISTRATOR II	IT SYSTEMS ADMINISTRATOR II	ISSA23
LEGAL SUPPORT WORKER	LEGAL SUPPORT WORKERS, ALL OTHER	H2099

LIFE/PHYSICAL/SOCIAL SCIENCE TECH	LIFE, PHYSICAL, AND SOCIAL SCIENCE TECHNICIANS, ALL OTHER	F4099
MGT ANALYST	MANAGEMENT ANALYST	C1111
OFFICE & ADMIN SUP	OFFICE AND ADMINISTRATIVE SUPPORT WORKERS, ALL OTHER	R9199
OFFICE CLERK	OFFICE CLERKS, GENERAL	R9061
PURCHASING AGENT	PURCHASING AGENTS, EXCEPT WHOLESALE, RETAIL, AND FARM PRODUCTS	C1023
SEC EX LEG/MED/EX	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014

ADDENDUM 10.

OFFICE OF AFRICAN AMERICAN AFFAIRS (OAAA)

ARTICLE 1. TRAINING.

Employees will have access to essential training in areas appropriate and pertinent to their jobs, within budgetary constraints.

ARTICLE 2. CERTIFICATION AND LICENSURE.

In the event the Employer requires Employees to be certified and/or licensed as a condition of the Employee's continued employment, the terms and conditions by which Employees shall maintain their certification and/or license shall be identified by the Employer and made available in writing to each Employee so required. The Employer will reimburse or pay for pre-approved costs associated with the maintenance of an Employee's certification or license, subject to budget appropriation.

ARTICLE 3. TRAVEL.

Pre-approved work-related travel time will be compensated in accordance with this Agreement.

ADDENDUM 10.

OAAA—STEWARD AGREEMENT

No more than one (1) Steward and one (1) Alternate Steward will provide representation to Employees. The Alternate Steward will be released for training and will be responsible for administering the contract in the event that the Steward is absent or leaves the employment of the OAAA.

The parties agree that where multiple Stewards are in the same office/workplace, the obligation of representation or other Union activities will not cause operational impact on the Employer.

When an OAAA Steward and Alternate Steward are unavailable to meet in person or virtually, Union Officers/Executive Board Members can represent cross-Employer. If travel is involved, the Union Officer that is the closest geographically to the OAAA Employee will be responsible for representation. In the event Union Officers are representing cross-Employer, they will utilize the union time code.

Unavailable means the Steward or Alternate Steward is on leave, there is a conflict where the Steward or Alternate Steward has to recuse himself or herself, operational reasons prevent the Steward or Alternate Steward from leaving their post, or a Steward or Alternate Steward vacancy exists that the Union has been unable to fill despite good faith efforts to do so.

ADDENDUM 10.

OAAA—CLASSIFICATION LISTING

Classification (short title)	Classification (long title)	Job Code
BUDGET ANALYST	BUDGET ANALYST	C2031
EXEC SEC & ADM ASST	EXECUTIVE SECRETARY AND ADMINISTRATIVE ASSISTANT	R6011
SOC/COM SV COORD	SOCIAL & COMMUNITY SERVICES COORDINATOR	B9151

ADDENDUM 11.

PUBLIC EDUCATION DEPARTMENT (PED)

ARTICLE 1. TRAINING.

Employees will have access to essential training in areas appropriate and pertinent to their jobs, within budgetary constraints.

ARTICLE 2. CERTIFICATIONS AND LICENSURES.

If the PED requires Employees to be certified or licensed as a condition of the Employees' continued employment, the terms and conditions by which Employees shall maintain the Employees' certification or license shall be determined by the PED at its discretion and made available in writing to each Employee so required. The PED may make changes as it determines appropriate.

The Employer will reimburse or pay for pre-approved costs associated with the maintenance of an Employee's certification or license in an amount up to \$50.00 each renewal period.

ARTICLE 3. TRAVEL.

Pre-approved work related to travel time will be compensated in accordance with Article 11 – Hours of Work, Schedules, and Shifts and Article 12 – Overtime and Compensatory Time. If an Employee is offered public transportation, but requests and is granted permission to drive their private car instead, the Employee will be compensated only for the hours the Employee would have traveled had they used public transportation.

ARTICLE 4. TRAVEL COSTS AND OVERNIGHT OUT-OF-POCKET REIMBURSEMENTS.

The Employer will cover travel costs for Employees' pre-approved work-related travel. The Employer will review Employees' requests for travel advances on a case-by-case basis, in accordance with DFA regulations. Approval of such requests will not be unreasonably denied. Employees are encouraged to complete DFA training on the use of P-cards and travel advances prior to requesting work travel to ensure they are well prepared and aware of their financial options related to such travel.

In work-related circumstances in which Employees of PED must engage in overnight travel and pay related expenses out-of-pocket, they will be entitled to timely reimbursement from the Employer within 2 weeks of receipt of the reimbursement request by the Administrative Services Division, unless there are delays caused by an outside agency or extenuating circumstances within the PED.

ARTICLE 5. FIRST AID KITS.

All PED buildings will have First Aid Kits on each floor. Each building will designate an Employee who will be responsible for monitoring, maintaining, and replenishing each Kit. Funds for replenishing used supplies will be provided by the Employer.

ARTICLE 6. ACCESS TO BUILDING.

Within three (3) months after ratification, PED will research options regarding building access codes in order to enter the Joseph Montoya Federal Building before and after traditional business work hours.

Options will be brought to the Employer Labor-Management Committee (ELMC) for discussion and implementation.

ADDENDUM 11. PED—STEWARD AGREEMENT

No more than five (5) Stewards will provide representation to Employees.

CWA agrees that where multiple Stewards are in the same office or workplace, the obligation of representation will not cause operational impact to the Employer. The Employer will determine the operational impact.

When no PED Steward is available to meet in person or virtually, Union Officers or Executive Board Members can represent cross-Employer. This may be permitted only in the event that there are no Stewards available for representation. If travel is involved for cross-Employer representation, the Union Officer that is the closest geographically to the Employee will be responsible for representation. In the event Union Officers are representing cross-Employer, they will utilize the union time code. Not available for these purposes means either of the following:

- A.** All PED Stewards:
1. Are on leave;
 2. Need to recuse themselves due to a conflict of interest; or
 3. Are prevented from leaving their post due to operational reasons.
- B.** There is no Steward because, despite good faith efforts to do so, the Union has been unable to place a Steward within the Employer.

ADDENDUM 11. PED—CLASSIFICATION LISTING

Classification (short title)	Classification (long title)	Job Code
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2011
BUDGET ANALYST	BUDGET ANALYSTS	C2031
BUS OPS SPEC	BUSINESS OPERATIONS SPECIALIST, ALL OTHER	C1199
DIETICIAN & NUTRIT	DIETITIANS AND NUTRITIONISTS	K1031
EDUC ADMIN	EDUCATION ADMINISTRATORS	B9039
EXEC SEC & ADM ASST	EXECUTIVE SECRETARIES AND ADMINISTRATIVE ASSISTANTS	R6011
FIN SPEC, AO	FINANCIAL SPECIALISTS, ALL OTHER	C2099
FINANCIAL COORD	FINANCIAL COORDINATOR	B3031
HEALTH EDUCATOR	HEALTH EDUCATORS	G1091
INFORMATION AND RECORD CLERK	INFORMATION AND RECORD CLERKS, ALL OTHER	R4199
IT APPLICATION DEVELOPER I	IT APPLICATION DEVELOPER I	IDAD20
IT APPLICATION DEVELOPER II	IT APPLICATION DEVELOPER II	IDAD23
IT APPLICATION DEVELOPER III	IT APPLICATION DEVELOPER III	IDAD26
IT BUSINESS ANALYST I	IT BUSINESS ANALYST I	IBBA23

IT DATABASE ADMINISTRATOR II	IT DATABASE ADMINISTRATOR II	ITDA 23
IT DATABASE ADMINISTRATOR III	IT DATABASE ADMINISTRATOR III	ITDA 26
IT END USER SUPPORT III	IT END USER SUPPORT III	IEUP15
IT NETWORK ADMINISTRATOR II	IT NETWORK ADMINISTRATOR II	INEA23
IT PROJECT MANAGER I	IT PROJECT MANAGER I	IPPR23
IT PROJECT MANAGER II	IT PROJECT MANAGER II	IPPR26
OFFICE AND ADMIN SUPPORT	OFFICE AND ADMINISTRATIVE SUPPORT WORKERS, ALL OTHER	R9199
OPER RESCH ANAL	OPERATIONS RESEARCH ANALYSTS	D2031
PRINTING MACHINE OPERATORS	PRINTING MACHINE OPERATORS	V5023
PURCHASING AGENT	PURCHASING AGENTS, EXCEPT WHOLESALE, RETAIL, AND FARM PRODUCTS	C1023
SECRETARIES EX LEG/MED/EX	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014
SOCIAL AND COMMUNITY SERVICE COORD	SOCIAL AND COMMUNITY SERVICE COORDINATOR	B9151
TRANSPORTATION INSPECTORS	TRANSPORTATION INSPECTORS	W6051

ADDENDUM 12.

STATE TREASURER'S OFFICE (STO)

ARTICLE 1.

All Employees at the State Treasurer's Office (STO) shall have the same opportunities as other classified State employees if the Governor offers administrative leave for inclement weather or other leave as contemplated in this Agreement.

ARTICLE 2. SECURITY.

Where a security system is required to enter a secured building or workspace, within six (6) months of ratification of the CBA, the Employer will develop a policy that will outline the use of the security system.

ADDENDUM 12.

STO—STEWARD AGREEMENT

No more than one (1) Steward and one (1) Alternate Steward will provide representation to Employees. The Alternate Steward will be released for training and will be responsible for administering the contract in the event that the Steward is absent or leaves the employment of the STO.

When the STO Steward and Alternate Steward is unavailable to meet in person or virtually, Union Officers/Executive Board Members can represent cross-Employer. If travel is involved, the Union Officer that is the closest geographically to the STO Employee will be responsible for representation. In the event Union Officers are representing cross-Employer, they will utilize the union time code.

Unavailable means the Steward or the Alternate Steward is on leave, there is a conflict where the Steward or Alternate Steward must recuse himself or herself, operational reasons prevent the Steward or Alternate Steward from leaving their post, or a Steward or Alternat Steward vacancy exists that the Union has been unable to fill despite good faith efforts to do so.

ADDENDUM 12.

STO—CLASSIFICATION LISTING

Classification (short title)	Classification (long title)	Job Code
ACCTNT & AUDITOR	ACCOUNTANT AND AUDITORS	C2011
FIN ANALYST	FINANCIAL ANALYSTS	C2051
FINANCIAL COORD	FINANCIAL COORDINATOR	B3031
IT SYSTEMS ADMINISTRATOR III	IT SYSTEMS ADMINISTRATOR III	ISSA26
SECS/COMMDTS/FIN	SECRETARIES, COMMODITIES, AND FINANCIAL SERVICES SALES AGENTS	Q3031

ADDENDUM 13.

WORKERS' COMPENSATION ADMINISTRATION (WCA)

ARTICLE 1. TRAINING AND CERTIFICATION AND LICENSURE.

Section 1. Workers' Compensation Administration (WCA) will ensure that in-house training based upon budget availability provides Employees with continuing education credits required to maintain credentialing. WCA will allow Employees to attend training on State time utilizing the Training code in SHARE.

Section 2. Employees must make every effort to attend available in-house training that would satisfy credentialing requirements.

Section 3. In the event a training program(s) or schedule(s) is developed, all Employees shall be notified via Email.

Section 4. In the event in-house training is not available, the WCA will approve reasonable in-State training requests, based on budget availability, that will allow Employees to attend training on work time.

Section 5. Employees whose licenses or credentials are required to perform their job duties and are dependent on continuing education to fulfill those requirements will be provided with the first opportunity to take classes required to maintain their license or credentials prior to those whose training/education deadline is at a later date.

Section 6. An Employee who wishes to attend training to qualify for advancement in WCA shall submit a written request to attend such training to their immediate Supervisor, provided all mandatory training requirements, established by the Employer, have already been met.

Section 7. The Employer, in accordance with Employer policies, may grant Employees educational leave with or without pay to pursue special training, including licenses, certification, and sabbatical travel for educational and vocational training opportunities for career advancement.

ARTICLE 2. FILLING OF VACANCIES.

Section 1. In-house candidates. All in-house candidates determined by WCA to meet or exceed all established job requirements shall be given the opportunity to interview for posted vacancies.

Section 2. Postings. Postings for job openings will be sent via email or available on the SPO website and shall designate the specific office or worksite where the vacancy will be filled.

Article 3. Tools and Equipment. WCA agrees to provide and maintain tools and equipment that the Employer deems necessary for Employees to perform their job duties.

Article 4. Stand-By Pay. Employees may be required to remain in contact with the Employer outside of scheduled hours. Employees will be solicited on a rotational voluntary basis and selected by the Supervisor so long as an Employee has the necessary skill set to perform the particular Stand-By duties. If no volunteers are available, then the supervisor will designate Employees capable and qualified to perform the work, so long as the Employee has the necessary skill set to perform the particular Stand-By duties. Those Employees assigned Stand-By duty will be compensated one-eighth ($\frac{1}{8}$) of an hours' pay, or two dollars and fifty cents (\$2.50) an hour, whichever is greater.

ADDENDUM 13.

WCA—STEWARD AGREEMENT

No more than two (2) Stewards and one (1) Alternate Steward will provide representation in person or virtually to CWA bargaining unit Employees. Stewards and Alternate Steward shall attempt to meet virtually where feasible.

The parties agree that where multiple Stewards are in the same office/workplace, the obligation of representation will not cause operational impact to the Employer. The Employer will determine the operational impact.

When WCA Stewards or Alternate Steward are unavailable to meet in person or virtually, Union Officers/Executive Board Members can

represent cross-Employer. If travel is involved, the Union Officer/ Executive Board Members that is the closest geographically to the Employee will be responsible for representation. In the event Union Officers/Executive Board Members are representing cross-Employer, they will utilize the union time code. Unavailable means the Steward or Alternate Steward is on leave, there is a conflict where the Steward or Alternate Steward as to recuse himself or herself, operational reasons prevent the Steward or Alternate Steward from leaving their post, or a Steward or Alternate Steward vacancy exists that the Union has been unable to fill despite good faith efforts to do so.

ADDENDUM 13.

WCA—CLASSIFICATION LISTING

Classification (short title)	Classification (long title)	Job Code
ACCTNT & AUDITOR	ACCOUNTANTS AND AUDITORS	C2011
ARB, MED & CONCIL	ARBITRATORS, MEDIATORS, AND CONCILIATORS	H1022
BUS OPS SPEC	BUSINESS OPERATIONS SPECIALIST, ALL OTHER	C1199
COMPLNCE OFFICER	COMPLIANCE OFFICERS, EXCEPT AGRICULTURE, CONSTRUCTION, HEALTH AND SAFETY, AND TRANSPORTATION	C1041
COURT, MUNI/LIC CLK	COURT, MUNICIPAL, AND LICENSE CLERKS	R4031
ECONOMIST	ECONOMISTS	F3011
FIN SPEC, AO	FINANCIAL SPECIALIST, ALL OTHER	C2099
IT APPLICATION DEVELOPER II	IT APPLICATION DEVELOPMENT II	IDAD23
IT APPLICATION DEVELOPER III	IT APPLICATION DEVELOPMENT III	IDAD26
IT DATABASE ADMINISTRATOR I	IT DATABASE ADMINISTRATOR I	ITDA20

IT END USER SUPPORT III	IT END USER SUPPORT III	IEUP17
IT NETWORK ADMINISTRATOR II	IT NETWORK ADMINISTRATOR II	INEA23
IT SYSTEMS ADMINISTRATOR II	IT SYSTEMS ADMINISTRATOR II	ISSA23
LEGAL SECTY	LEGAL SECRETARIES	R6012
MEDICAL SECTY	MEDICAL SECRETARIES	R6013
OCC HLTH & SFTY SPECIALIST	OCCUPATIONAL HEALTH AND SAFETY SPECIALISTS	K9011
OFFICE AND ADMIN SUPPORT	OFFICE AND ADMINISTRATIVE SUPPORT WORKERS, ALL OTHER	R9199
OFFICE CLRK, GEN	OFFICE CLERKS, GENERAL	R9061
OPERATION RESEARCH ANALYST	OPERATION RESEARCH ANALYSTS	D2031
SEC, EX LEG/MED/EX	SECRETARIES, EXCEPT LEGAL, MEDICAL, AND EXECUTIVE	R6014
STATE INVESTIGATOR	STATE INVESTIGATOR	M50520
STATISTICIAN	STATISTICIANS	D2041

LIST OF ABBREVIATIONS AND ACRONYMS

The terms listed below may be used throughout the document. The first time used, will be spelled out, then displayed in all caps.

A

ADA	Americans with Disabilities Act
ADEA	Age Discrimination in Employment Act

C

CARF	Compensation Action Request Form
CBA	Collective Bargaining Agreement
CFB	Commission for the Blind
CISD	Critical Incident Stress Debriefing
CWA	Communications Workers of America

D

DCA	Department of Cultural Affairs
DOH	Department of Health
DOIT	Department of Information Technology

E

EAP	Employee Assistance Program
ECECD	Early Childhood Education & Care Department
EEOC	Equal Employment Opportunity Commission
EHSC	Employer Health & Safety Committee
ELMC	Employer Labor-Management Committee
EPA	Equal Pay Act
Et seq.	Used in legal publications to include numbered lists, pages or sections

F

FLSA	Fair Labor Standards Act
FMCS	Federal Mediation and Conciliation Service
F2F	Face-to-Face Meeting

G

GSD	General Services Department
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H

HSD	Human Services Department
HIPAA	Health Insurance Portability & Accountability Act

L

LMC	Labor Management Committee
LOC	Letter of Counseling/Coaching
LOR	Letter of Reprimand
LOW	Letter of Warning
LR	Labor Relations
LWOP	Leave Without Pay

M

MCMC	Miners' Colfax Medical Center
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N

NCA	Notice of Contemplated Action
NFA	Notice of Final Action
NMED	New Mexico Environment Department
NMSA	New Mexico Statutes Annotated

O

OAAA	Office of African American Affairs
ORM	Oral Response Meeting
OSHA	Occupational Safety & Health Administration
OST	Office of the State Treasurer

P

PAF	Political Action Fund
PARF	Position Action Request Form
PEBA	Public Employee Bargaining Act
PED	Public Education Department
PELRB	Public Employee Labor Relations Board

R

RIF	Reduction in Force
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S

SLMC State-wide Labor-Management Committee

SPB State Personnel Board

SPO State Personnel Office

W

WCA Workers' Compensation Administration
