

COLLECTIVE BARGAINING AGREEMENT

between

UNIVERSITY OF NEW MEXICO

and the

**COMMITTEE OF INTERNS AND
RESIDENTS/SEIU**

January 23, 2024 – August 31, 2025

TABLE OF CONTENTS

ARTICLE 1 RECOGNITION.....	3
ARTICLE 2 NON-DISCRIMINATION.....	4
ARTICLE 3 TERM.....	5
ARTICLE 4 LABOR-MANAGEMENT MEETINGS.....	6
ARTICLE 5 EMPLOYEE REPRESENTATIVES.....	7
ARTICLE 6 BULLETIN BOARDS.....	9
ARTICLE 7 PAGERS AND SMARTPHONES.....	10
ARTICLE 8 CALL ROOMS AND LOUNGES.....	11
ARTICLE 9 RESIDENT IMPAIRMENT.....	13
ARTICLE 10 MEALS.....	19
ARTICLE 11 DUTY HOURS.....	21
ARTICLE 12 PARKING.....	23
ARTICLE 13 UNIFORMS.....	24
ARTICLE 14 PATIENT CARE FUND.....	25
ARTICLE 15 ACCESS TO FILES.....	27
ARTICLE 16 OUT OF TITLE WORK.....	28
ARTICLE 17 REPRESENTATION ON COMMITTEES.....	29
ARTICLE 18 REQUIRED PROFESSIONAL TRAINING.....	30
ARTICLE 19 LIBRARY.....	31
ARTICLE 20 EMPLOYMENT SECURITY.....	32
ARTICLE 21 ISSUANCE OF CERTIFICATES.....	34
ARTICLE 22 SAFETY AND SECURITY.....	35
ARTICLE 23 EMPLOYEE LISTS AND ORIENTATION.....	38
ARTICLE 24 INDIVIDUAL CONTRACTS/RENEWAL NOTICES.....	40
ARTICLE 25 GRIEVANCE PROCEDURE.....	41
ARTICLE 26 DISCIPLINARY ACTION.....	48
ARTICLE 27 DUES AND UNION SECURITY.....	49
ARTICLE 28 POLITICAL ACTION CHECKOFF.....	50
ARTICLE 29 DIVERSITY.....	51
ARTICLE 30 VACATION AND LEAVE.....	52
ARTICLE 31 SALARY.....	59
ARTICLE 32 HEALTH AND WELFARE BENEFITS.....	62
ARTICLE 33 TUITION REIMBURSEMENT.....	64
ARTICLE 34 RETIREMENT BENEFITS.....	65
ARTICLE 35 MEDICAL EDUCATION BENEFITS.....	66
ARTICLE 36 QUALITY IMPROVEMENT AND GAIN SAVINGS.....	67
ARTICLE 37 WELLNESS.....	68
ARTICLE 38 CONTRACT PRODUCTION COST-SHARING.....	71
ARTICLE 39 MANAGEMENT RIGHTS.....	72
ARTICLE 40 SEVERABILITY.....	74
ARTICLE 41 STABILITY OF THE AGREEMENT.....	75

COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement (“Agreement”) is entered into by and between the Regents of the University of New Mexico (“UNM”), the employer, and the Committee of Interns and Residents, an affiliate of the Service Employees International Union (“CIR/SEIU” or “CIR” or “Union”), which are collectively referred to as the parties.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 RECOGNITION

A. UNM recognizes CIR/SEIU as the exclusive bargaining representative of all medical and dental interns, residents, and fellows (“House Staff Officers” or “HSOs” or “residents”) employed by UNM, excluding Chief Residents with Faculty appointments. CIR/SEIU was certified as the exclusive bargaining representative on February 8, 2007 by the UNM Labor Relations Board in Representation Case No. UNM R 06-01.

ARTICLE 2 NON-DISCRIMINATION

A. The provisions of this Agreement shall be applied equally to all HSOs covered hereby without favor or discrimination because of age, ancestry, color, ethnicity, gender, gender identity (including gender expression), genetic information, national origin, citizenship status, physical or mental disability, pregnancy, race, religion, serious medical condition, sex, sexual orientation, spousal affiliation, and veteran status or other factors not directly related to successful performance of the job. The parties understand and agree that the New Mexico Medical Board will not license graduates of certain places of medical education, that the list of places of medical education to whose graduates the New Mexico Medical Board will not issue licenses is not under UNM's control and may change, and that neither UNM's failure to hire nor discharge of an employee based upon inability to obtain or maintain licensure through the New Mexico Medical Board will constitute a violation of this Agreement.

ARTICLE 3 TERM

A. The term of this Agreement shall begin on January 23, 2024 and expire at midnight on August 31, 2025

ARTICLE 4 LABOR-MANAGEMENT MEETINGS

- A. In the interest of fostering sound labor relations and a cooperative approach to resolving problems, CIR/SEIU and UNM shall form a Labor-Management Committee made up of HSOs, CIR/SEIU and Human Resources representatives, the Senior Associate Dean for Graduate Medical Education or their designee(s), and a representative of University of New Mexico Hospital. The Labor-Management Committee shall meet monthly to discuss and address issues of concern to either side, including but not limited to any problems arising from the execution or interpretation of this Agreement.
- B. Meetings shall be held at regular intervals, on a day of the month and time to be fixed by the Labor-Management Committee at its first meeting or at times and dates as agreed upon by the parties. Meetings shall be scheduled for sixty (60) minutes. The Committee shall exchange agenda items at least seven (7) days in advance of the meeting. If neither party proposes any agenda items, the meeting will be cancelled.
- C. It is understood that appeals of grievances of individual HSOs shall not be the subject of these meetings. The Labor-Management Committee shall not have the power to alter, amend, add to, or detract from the provisions of this Agreement.

ARTICLE 5 EMPLOYEE REPRESENTATIVES

- A. CIR/SEIU Union representatives shall have access to UNM Hospital and health facilities and the School of Medicine for the purpose of monitoring the administration of this Agreement and grievance investigations. Access to areas that are not relevant to the purpose noted above or to the exclusions related to special events noted below in this section will not be permitted. Visits in accordance with this section shall be limited to HSOs' work time and to a total of no more than ten (10) hours per calendar week. When warranted by special or unusual circumstances, arrangements may be made for additional time and or visits with the approval of the Senior Associate Dean for Graduate Medical Education or designee, as appropriate. Other Union staff and/or officers may visit the facilities described in this paragraph with the prior permission of the Senior Associate Dean for Graduate Medical Education. Special events such as delegate or other Union elections or contract ratification proceedings shall not count against the visitation time provided in this paragraph. However, the use of the Hospital or other UNM facilities for these special events must be arranged through the normal procedures regarding facilities use, and this Agreement is not intended to and shall not be asserted or interpreted as granting special rights of access or use to the Union. In addition, CIR Employee Representatives shall be permitted an information table located in the 2ACC Elevator Lobby on one set day per week for two (2) hours when the area is available.
- B. When a Union representative finds it necessary to enter a department or unit or any other work area of the Hospital or other health facility for purposes of monitoring this Agreement or investigating grievances, the representative shall first advise the Senior Associate Dean for Graduate Medical Education or designee. Union representatives shall not enter any work area of the Hospital or other health facility without providing the notice required in this paragraph and obtaining the requisite visitor badge.
- C. Any Union discussions with employees shall be conducted in a non-patient area. Meetings with employees will not be permitted when they are engaged in the delivery of patient care.
- D. Under no circumstances shall Union representatives enter nursing stations,

medication rooms, patient rooms or wards, patient treatment areas, or other areas where patient care is delivered. While in the Hospital or health facilities, Union representatives shall abide by site-pertinent policies, rules, and regulations. The Union and its representatives shall hold UNM harmless with regard to any illness or injury the representative may suffer during or resulting from any visit as outlined in this Article.

- E. CIR/SEIU shall identify to the Senior Associate Dean for Graduate Medical Education and UNM's Employee Relations Manager, in writing and within fifteen (15) days of the execution of this Agreement, two (2) authorized Union representatives, and shall provide supplemental notice in any instance of change in identity of Union representatives. For purposes of giving the Union notice under this Agreement, notice must be sent to the representatives as identified by the Union pursuant to this section.

ARTICLE 6 BULLETIN BOARDS

- A. Management shall furnish three (3) locked bulletin boards within the current medical facilities, three (3) within the new medical tower, and three (3) in the Richardson Pavilion for a total of nine (9). The Union shall work with UNM to identify areas to place the bulletin boards, including areas near the cafeterias. CIR/SEIU representatives shall be furnished with a set of keys to update the CIR/SEIU bulletin boards.
- B. The bulletin boards shall be used to display information including but not limited to the following subjects:
- CIR/SEIU chapter bulletins
 - Schedule of CIR/SEIU Union meetings
 - Information concerning CIR/SEIU elections or the results thereof
 - Reports of official business of CIR/SEIU including CIR/SEIU national and regional newsletters
- C. No material which is libelous, of a partisan political nature, personally derogatory, or directed at organizing non-bargaining unit employees shall be posted on Union bulletin boards.

ARTICLE 7 PAGERS AND SMARTPHONES

- A. Each HSO shall be provided with a long-range text messaging pager during employee orientation or within the first week of employment. HSOs shall return the pager to UNM when they end employment with UNM.
- B. As a condition of employment, HSO's will:
 - 1. own a smartphone and maintain a data plan with enough data and minutes to support business-related functions;
 - 2. download on their smartphone business-related applications required by UNM on timetables required by UNM;
 - 3. use their smartphone for business-related responsibilities required by UNM, including but not limited to secure text messaging (TigerConnect) and electronic prescribing applications; and
 - 4. submit all paperwork and/or receipts required by their department to obtain reimbursement.
- C. UNM will reimburse HSO's forty dollars (\$40) per month towards the cost of using their personal smartphone for business purposes.
- D. UNM will not be responsible for any other smartphone-related charges incurred by the HSO; for purchasing any ancillary smartphone equipment for the HSO; for any damage or loss to the HSO's smartphone; or for any illegal or prohibited use of the smartphone by the HSO.

ARTICLE 8 CALL ROOMS AND LOUNGES

Section 1

- A. UNM shall provide safe, secure on-call rooms in accordance with all Accreditation Council for Graduate Medical Education (“ACGME”) guidelines. On-call rooms shall be located near bathroom and shower facilities and readily accessible to patient care areas. On-call rooms shall be properly maintained with adequate and functioning temperature control. The number of on-call rooms and call room beds shall be sufficient for the HSOs on in-house night duty. On-call rooms shall be equipped with functioning computers with intranet and Internet access or intranet terminals, and telephones with access to area codes covering the Albuquerque metropolitan area.
- B. UNM shall not change on-call rooms without reasonable advanced notice and discussion with the Union.
- C. HSOs who have disabilities, as defined by the EEOC, shall obtain access to a handicapped-accessible on-call room by contacting the Office of Graduate Medical Education.
- D. On-call rooms shall be cleaned and provided with adequate linens by housekeeping staff seven (7) days a week. The HSOs recognize that they share responsibility for living and working conditions in the on-call rooms, and will cooperate in keeping the environment clean, free of unnecessary clutter, and otherwise attractive for themselves and their colleagues.
- E. On-call rooms at the UNM Hospital shall be equipped with panic buttons in each sleeping room. All on-call rooms shall have functional locks and be accessible by the swipe bar on the back of the HSO ID badge or by key(s) issued to applicable HSOs.

Section 2

- A. At the request of CIR, a joint annual walk-through and survey of the on-call rooms shall be conducted by CIR/SEIU and by the Senior Associate Dean for Graduate Medical Education or designee to assess the status of the on-call rooms and to ensure ACGME and Union contract compliance. The walk-

through shall take place during the month of October. CIR/SEIU and the Senior Associate Dean for Graduate Medical Education or designee shall generate a report of any repairs needed to be made to the call rooms and present it, through the Senior Associate Dean for Graduate Medical Education, to the facility's management for repair. In addition to the annual walk-through, any on-call room concerns shall be addressed through the Labor-Management Committee.

Section 3

- A. Absent patient care needs, UNM shall not eliminate the existing lounge space on the sixth floor of the North Wing of the main Hospital during the term of this Agreement. In the event that patient care needs require elimination of the present lounge space described in this paragraph, UNM shall give the Union notice of intention to eliminate existing lounge space and the issue of replacement space will be placed on the agenda of the Labor-Management Committee.

Section 4

- A. At least two HSOs shall serve on the SynergE3 Oversight Committee which evaluates Electronic Medical Record (EMR) updates, EMR user interface, and other Information Technology (IT) development affecting patient care. CIR-SEIU will assist in the selection of Residents and provide the names of the selected Resident representatives to the Oversight Committee and GME in writing each year.
- B. Any IT/Computer concerns that have not been or cannot be addressed through the Electronic Medical Records Steering Group, including but not limited to: efficiency and operability of computers, functioning ISITE and Powerchart programs, adequacy of resident work space including chairs and desks, the number of computers and printers, computer speed, and the accessibility of ink and paper supplies will be addressed at the Labor-Management Meetings. All computer issues raised at the Labor-Management Meeting shall be resolved prior to the following meeting. Should this be not feasible, a written notice should be given with an explanation prior to the meeting.

ARTICLE 9 RESIDENT IMPAIRMENT

Section 1: Commitment to a Drug Free/Alcohol Free Workplace

- A. All persons enrolled in UNM GME programs are responsible for ensuring that patient safety is maintained at all times. In addition, UNM and its affiliated hospitals are drug free and alcohol free campuses. This Physician Impairment Article is adopted pursuant to UNM Graduate Medical Education's (GME) obligation to maintain a high standard of patient care and safety.
- B. HSOs are strongly encouraged to self-disclose impairments to their Program Directors and/or the Office of GME. No HSO will be disciplined or terminated for self-disclosing and seeking voluntary treatment. This disciplinary safe harbor does not extend to impairment or dependence discovered other than by self-disclosure, nor does it extend to discipline for conduct, behavior, actions, or omission while impaired or dependent.
- C. All HSOs will be informed of UNM's drug and alcohol testing policy and procedures and prohibited conduct before any testing is administered. Newly hired HSOs will be provided with information regarding the UNM drug and alcohol testing policy and procedures as part of orientation. No HSO shall be tested until this information is provided to them.
- D. Investigation and disposition of an HSO suspected of impairment, including, but not limited to alcohol, drug, chemical dependence, medical, or psychological impairment are outlined in this Article and the "UNM House officer's and the University Regulation and Benefit Manual." If the HSO is rotating at an affiliated hospital, the HSO may be additionally subject to the policy and procedures of the affiliated hospital for impaired physicians.

Section 2: Definitions

- A. "Impairment," "impaired," "impair," and any and all forms of the word as used in this Article includes but are not limited to: alcohol or drug, or chemical dependency, use, or abuse – regardless of whether such substance is prescribed for a medically recognized physical, mental, or other condition that impairs the HSO's ability to competently and safely perform, even to the slightest degree, their duties within the commonly accepted practice standards.

- B. "Substance abuse" refers to the use of an illicit substance or misuse of a licit substance regardless of whether prescribed for a medically recognized condition or not. "Substance abuse" does not include the use of validly prescribed medication appropriately used as determined by the HSO's healthcare provider. HSOs are permitted to take valid prescriptions and over-the-counter medications consistent with appropriate medical treatment plans while performing their duties, and consistent with the terms of this article. When the prescribed or over-the-counter drug therapies affect the employee's job performance, or safety, , the HSO may be required to submit to a fitness for duty evaluation and/or drug test consistent with the terms of this Article.

Section 3: Process

- A. During the training period, if a person detects in an HSO signs of possible substance abuse and/or impairment as provided in Section 3C, 2 as outlined below, the attending physician, GME, and/or the Department Chair, Division Chief, or Program Director, upon notification of same, will meet with the HSO suspected of impairment and advise them of the situation, and will immediately place the HSO on paid administrative leave pending investigation into the suspected impairment. Additional processes are listed below in this section. A House officer may also be subject to the hospital or healthcare facility's policies and procedures for drug testing, if assigned to one of these facilities.

B. Investigation

The level of investigation conducted by the University into the suspected impairment is dependent on the situation. The individual supervising the investigation will notify the HSO's Program Director and Department Chair or Division Chief, and the Senior Associate Dean for GME as soon as practical that the investigation is occurring. The HSO if they so choose may include CIR on communications regarding the investigation. Such investigation may include initial and subsequent testing, psychiatric evaluations or other appropriate evaluations, and initial and subsequent investigatory interviews with the HSO. The HSO may be sent for testing prior to conducting any investigative interview. If the HSO is brought in for an interview, the HSO may bring up to two advisors, which may include a CIR staff representative, with them to attend meetings regarding the

investigation.

The HSO's ability to obtain an advisor (s) during the investigative interview cannot delay the investigation beyond twenty-four hours (24 hours). The HSO may take reasonable breaks so that the advisor(s) may provide advice to the HSO. The advisor will not be permitted to interfere with or disrupt the meeting. As part of the investigation, the HSO may identify witnesses with whom they would like the investigator to speak in regards to the investigation. The HSO's placement on administrative Leave may continue during the investigative process.

C. Alcohol and Substance Abuse Testing

1. Depending on the circumstances, appropriate testing will be arranged by management. If an individual is sent for testing, the individual who referred the House Officer for testing will notify the HSO's Program Director , Department Chair and the Senior Associate Dean for GME as soon as practical. The HSO may notify CIR if they so choose.

2. Grounds for Testing

- a. Reasonable cause for drug and alcohol testing should include conduct and/or current indications of impairment include but not limited to the following:

(1) Recent conduct/behavior:

- Disregard for safety of others
- Taking needless risks
- Unexplained "disappearances" from the job
- Lapses in concentration or coordination
- Complaints from co-workers
- Poor judgement/increased mistakes
- Observed impairment of job performance
- Serious workplace accident involving the HSO
- Evidence of drug tampering in the HSO's workplace
- Other erratic conduct or behavior
- Disorientation or confusion
- Possession of drugs or alcohol
- Abuse or misuse of prescription writing

(2) Current Indicators:

- Odor of alcohol

Slurred speech
Bizarre behavior
Lack of muscular coordination or control
Violent behavior
Excessively active/drowsy
Inability to verbalize
Dilated and/or glassy eyes
Presence of drug paraphernalia
Deteriorating physical appearance or hygiene
Possession of drugs or alcohol

3. Documentation

The HSO will be provided with a copy of the test results as soon as reasonably practical following UNM's receipt of the test results.

4. Further Procedural Requirements

The following procedures shall also be observed:

- a. UNM will bear the cost of the initial confirmatory tests.
- b. Positive tests will be evaluated by a certified laboratory and the laboratory will follow its standard analysis process, including a medical review officer (MRO) when appropriate.
- c. Test results will be treated with the same confidentiality as other employee medical records within the control of GME.

If recommended for testing the HSO will be accompanied to testing by appropriate personnel.

5. In the case of a negative lab test result, the HSO's suspected impairment may still be investigated and dependent on the investigation, the HSO may still be found to be in violation of this Article.

D. Monitored Treatment Program (HPWP) Process

1. HSOs who self-disclose substance/alcohol abuse may, at the discretion of the Program Director and/or the Office of GME, be referred to the New Mexico Health Professions Wellness Program ("HPWP"), also known as the New Mexico Health Professional Wellness Program, for evaluation and development of an appropriate treatment plan.
2. In the event an HSO self-discloses during the training program, the HSO may exhaust any and all accrued annual leave, sick, and available

catastrophic leave to voluntarily seek and participate in a treatment program directly related to such impairment. HSOs eligible for FMLA may apply for and if approved utilize FMLA leave for treatment.

3. In the event the HSO is suspected of impairment during the training program and receives a positive test result, the HSO will be referred to HPWP for evaluation and development of an appropriate treatment plan. Depending on the circumstances, placement on administrative leave may continue until HPWP develops an appropriate treatment plan and the HSO and the University accept such recommended treatment plan.
4. Failure of an HSO to comply with HPWP recommendations, a recurrence of impairment, or failure or refusal to comply or cooperate with the University's investigation and disposition of suspected impairment may constitute a violation of this Article that may result in disciplinary action as provided in this article.
5. The goal of any mandated recovery program or discipline should be to return the HSO to service at a time and manner consistent with their professional responsibilities and the demands of patient safety.

E. Discipline

1. An HSO may be disciplined, up to and including immediate termination for conduct, behavior, actions, or omission while impaired; for failure to comply with HPWP recommendations; for not following required processes subsequent to the self-disclosure or incident of suspected impairment; or for non-compliance with a directive or non-cooperation in an investigation as provided in this article. HSOs who use valid prescription and over-the-counter medications consistent with appropriate medical treatment, but are found to be unfit for duty as a result of using said medications, shall not be subject to discipline.
2. Any outcomes affecting licensure of an HSO may affect the University's ability to retain the HSO and will not be considered administrative actions. Other administrative processes listed in the UNM SOM House officers and the University Regulation and Benefit Manual (HSO Manual) may apply.

F. Return to Work

1. Continuation or resumption of participation in GME programs will be based on the circumstances of the case, including but not limited to the recommendation of HPWP, the health status of the HSO, the result of the University's investigation into the suspected impairment, and the administrative evaluation of patient safety concerns in accordance with the hospital's policies on physical impairment.
2. The Program Director and Senior Associate Dean for GME make the determination of the HSO's ability to resume participation in GME programs. Decisions regarding whether HSOs participating in HPWP-designed treatment plans may have their work schedules and training schedules modified are based on recommendations of the HPWP and other circumstances, including but not limited to, the needs of the University to maintain patient care and safety, and whether such modifications present an undue hardship to the University. In parallel, evaluation of the HSO for suspected alcohol and/or substance abuse may proceed pursuant to the procedure provided for herein and in the HSO Manual.

Section 4: False Accusations

- A. In the event of a false or malicious accusation of impairment, GME will work with the individual HSO and their program to take appropriate restorative measures.

ARTICLE 10 MEALS

- . Meal funds shall be provided for all HSOs while at UNM Hospital. Funds shall be distributed according to a tier system based on the amount of in house overnight call and number of months at UNMH that was agreed upon by resident representatives of these departments:

Tier 1: Anesthesiology, Otolaryngology, Urology, General Surgery, Orthopedic Surgery, Obstetrics and Gynecology, Neurosurgery

Tier 2: Pediatrics, Emergency Medicine, Family Medicine, Internal Medicine, Neurology, Physical Medicine and Rehabilitation interns (PGY-1)

Tier 3: Radiology, Psychiatry; Cardiology and Neonatology Fellows, Critical Care Fellows, Surgical Critical Care Fellows, Pulmonary-Critical Care Fellows, Neurocritical Care Fellows

Tier 4: All Other Fellows; Dermatology, Dental, Pathology, Medical Physics, Physical Medicine and Rehabilitation (PGY2-4), and Preventive Medicine residents.

The following funding will be provided by tier:

Tier 1: \$ 1 745 per year

Tier 2: 1 486 per year

Tier 3: 1,100 per year

Tier 4: \$ 711 per year

- . HSOs agree not to provide food and meals to non-qualified individuals. Meal funds will be electronically distributed using the UNM HSO ID Badge. Unused funds shall roll over into the following year.
- . These funds will cease to be available when the HSOs terminate their employment with UNM. Funds shall be electronically distributed using the UNM HSO ID Badge. Program coordinators shall be responsible for the maintenance of the electronic accounts.
- . Meals for HSOs on-call shall be provided at the UNM Hospital, Mental Health Center, and the Veteran's Administration Hospital. These meals should be purchasable using the UNM HSO ID Badge accounts or should otherwise be made available free of charge. All ACGME guidelines regarding meal requirements shall be followed. Meals shall be available twenty-four (24)

hours a day and seven (7) days a week. Refrigerators in the resident lounge on the sixth floor in UNM Hospital shall be stocked with adequate healthful meals, including meals appropriate for special dietary needs upon request, for HSOs on-call overnight after the cafeteria is closed, seven (7) days a week.

- E. UNM shall provide meals in the cafeteria which take into consideration nutritional value and content. Meals should be designed with the assistance of a licensed nutritionist. To assist in maintaining healthful food options, the hospital and union shall meet regularly to discuss improving the quality of the cafeteria and other food services.
- F. Meal funds shall be redeemable at the hospital cafeteria located on the second floor of the UNM hospital, the Happy Heart Bistro, locations accepting meal funds, and at any cafeteria that may open in the Barbara and Bill Richardson Pavilion that serves meals to the public and HSOs during the term of this contract. UNM will make its best effort to make healthful options available through vending machines. However, vending machines shall not satisfy the requirement for a night meal as described above.

ARTICLE 11 DUTY HOURS

Section 1

- A. UNM shall remain in compliance with all ACGME requirements pertaining to HSO duty hours, work schedules, and release time during the term of this Agreement. It is the responsibility of each residency Program Director and the Office of Graduate Medical Education, on behalf of UNM, to assure that work schedules and duty hours comply with the requirements of the ACGME and this Agreement.
- B. HSOs shall have an affirmative duty to report and to cooperate in reporting duty hours violations. Duty hours are defined as all clinical and academic activities related to the residency program and include, without limitation, patient care (inpatient and outpatient, including out of title work as described in Article 16 of this Agreement), administrative tasks associated with patient care, the provision for transfer of patient care (whether designated “in-house” or “home call”) and required conferences, grand rounds, didactic sessions, and other educational activities.
- C. Resident schedules are to be designed with patient care and Resident well-being in mind and meeting the ACGME and specific RRC clinical experience and education regulations.
- D. Duty hours shall be limited to eighty (80) hours per week, averaged over every four (4) week period. Each HSO shall be provided with one day in every seven (7) free (“release time”) from all clinical, administrative, and educational duties, averaged over every four (4) week period. A “day” for this purpose is a continuous twenty-four (24) hour period.
- E. It is the expectation and intent of the parties that no HSO shall work fourteen (14) days without at least one day of release time. If an HSO does not receive such release time, (an) alternative free day(s) shall be scheduled within the four (4) week period contingent upon the reasonable patient care requirements of their service.
- F. If, during the term of this Agreement, the duty hours permitted by the ACGME or other governing authority shall be reduced, or the release time required shall

be increased, or both, this provision shall be interpreted and applied using such newly imposed duty hours and release time requirements.

- G. Each program shall distribute a copy of the departmental duty hour policy to all HSOs and faculty.
- H. HSOs shall report duty hours truly, completely, and correctly in accordance with institutional requirements. UNM and the Union shall establish a process for the confidential and protected registering of HSO complaints and/or concerns regarding noncompliance or duty hour violations of the work hour guidelines including but not limited to the UNM Graduate Medical Education on-line reporting web site: <http://hsc.unm.edu/medicine/education/gme/>. The complaints and/or concerns shall be discussed and addressed at both the Labor-Management Committee meetings and Resident Council meetings.

Section 2

- A. UNM and the Union (CIR SEIU) recognize the potential impact of sleep deprivation and fatigue upon HSOs that must drive after twenty four (24) hours of continuous duty. In the interest of maintaining high quality patient care and the health and safety of HSOs, the Office of Graduate Medical Education has established a Duty Hour Taskforce. The purpose of the Taskforce is to share best practices on resident scheduling, and to provide education on resident sleep deprivation and fatigue, including guest speakers and lectures on the topics of sleep deprivation and fatigue and to evaluate duty hour violations at the University of New Mexico, investigate such violations and take appropriate action concerning those violations. CIR SEIU shall be responsible for appointing not more than two HSOs to the Taskforce.
- B. The taxi reimbursement program for post-call HSOs will be available for fatigued HSOs, who feel unsafe to drive, to get home safely. The reimbursement shall include round-trip fares not to exceed fifty dollars (\$50) in total. UNM will provide a maximum of twenty five hundred dollars (\$2,500) in each year of this Agreement to fund a program for reimbursing HSOs who use taxis or ride-sharing services such as Uber/Lyft, with notification to the program director or attending physician, at the end of twenty four (24) or more hours of work.

ARTICLE 12 PARKING

- A. All HSOs shall have safe and secure parking at either the Lomas Parking Structure or the Land's West Parking Lot on University Blvd. HSOs presently pay an annual fee of forty dollars (\$40.00) for parking, and that fee will not be increased during the term of this Agreement. UNM shall, upon availability, provide two reserved parking spaces for HSOs at the Mental Health Center. UNM shall provide secured bicycle parking for HSO use at the new medical tower parking facility.
- B. UNM shall provide timely escort services for HSOs to use on a 24/7 basis to go to and from parking lots, other buildings on the campus, (including new medical tower) and to their vehicles.
- C. When an HSO works an outside or away rotation that does not provide free parking to employees, UNM shall, upon presentation of (a) receipt(s) from the parking garage or medical facility reimburse the HSO for all parking expenses accrued during the rotation. Receipts and the rotation schedule must be submitted in a timely manner in order to receive parking reimbursement.

ARTICLE 13 UNIFORMS

- A. White coats and scrubs, and laundering of these coats and scrubs, shall be provided to all HSOs free of charge. Replacement scrubs shall be made available to all HSOs twenty four (24) hours a day, seven (7) days a week.

ARTICLE 14 PATIENT CARE FUND

- A. CIR will identify two (2) peer selected or elected HSOs who shall be entitled to serve as voting members of UNM Hospital's Quality Outcomes Committee and Quality Implementation Committee. CIR will provide names of the selected Resident representatives to each committee and GME in writing each year.
- B. In addition, the CIR-established Patient Care Fund Committee made up of HSOs which may include interns, residents and fellows² shall continue to meet quarterly or more each year to discuss submitted proposals for the recommended purchase of medical equipment, patient materials, educational supplies and programs, and other purchases necessary to improve patient care at UNMH. Any UNM HSO may make a request to the Committee. Upon completion of the approval process, the CIR Patient Care Fund Committee shall submit approved proposals to the CEO or their designee of UNMH for consideration of purchase.
- C. UNM shall contribute \$45,000 each year on July 1 as a CIR-UNM Patient Care Fund against which the CIR-UNM Patient Care Fund Committee can make its recommendations. These funds shall not be allocated from the current UNM Care or other indigent patient care funds. Any unused funds shall be rolled over to the next year to a total fund maximum of \$90,000.
- D. Should the CEO or designee reject a proposal, written notice shall be provided to the Committee within thirty (30) days of its recommendation. The decision of the CEO of UNM Hospital or their designee is final and not grievable.
- E. For purposes of this Article, "educational supplies and programs" means educational materials of general benefit to the hospital patient population. The Patient Care Fund will not be used to supplement the Medical Education Benefits provided to individual house officers under Article 35.
- F. All purchases shall be subject to UNM's purchasing and procurement policies and procedures, and/or the purchasing and procurement policies and procedures peculiar to UNM Hospital.

Purchase orders made pursuant to the Patient Care Fund shall be initiated within thirty (30) days of approval of the CEO or designee. Any items not initiated by said date shall be reported in writing to CIR/SEIU within ten (10) days of not meeting the deadline. Should the item(s) not be purchased for whatever reason, the monies shall be returned to patient care fund. CIR/SEIU recognizes that UNM Hospital is not a party to this Agreement, and that initiating purchase orders within thirty (30) days of approval is therefore a “best effort” obligation that cannot be grieved in the event that the initiation of a purchase order is not timely.

ARTICLE 15 ACCESS TO FILES

- A. All HSOs shall have the right to access and review all documents placed in their academic, departmental, and employment files during the term of their appointment, physically during business hours or on-line, excluding pre-employment references. Copies will be provided at the UNM's expense within three (3) business days where a reasonable need therefore is established. HSOs should make all requests for access and review of their files to the Senior Associate Dean for Graduate Medical Education.
- B. HSOs shall have the right to review any evaluation with the Chair, or designee, of their program.
- C. An HSO shall have the right to review all materials placed in their file at any time, both by appointment and at regularly or specifically scheduled evaluation or counseling sessions with program faculty. The HSO may place in their file a response to any file entries or report and may withdraw their response at any time. Any adverse documents not made available to the HSO as provided in this Article may not be considered in any disciplinary or arbitration hearing during employment at UNM. In addition, any adverse documents not made available to the HSO as provided in this Article shall not in any way be considered in any form of evaluation or communication by UNM during employment at UNM or regarding any other employment, including but not limited to future employment following training at UNM.
- D. Written evaluations of HSOs shall be performed regularly after each rotation, by an attending physician who has direct, continuous contact with the HSO. Evaluations shall be conducted in a timeframe and format acceptable to the Residency Review Committees, specialty board, or other accredited/accrediting body and disclosed in advance to the HSO. A copy of any evaluation shall be accessible to the HSO on line and placed in their file within a reasonable time after completion of rotation.

ARTICLE 16 OUT OF TITLE WORK

- A. It is understood and agreed by both UNM and the Union that HSOs are not professional/technical hospital employees, including but not limited to phlebotomists, social workers, nurses, interpreters, or other ancillary staff.
- B. It is understood and agreed by both parties that regular and recurrent assignment to duties not appropriate to a HSO as outlined by the ACGME and/or the applicable Residency Review Committee compromise the learning objectives of HSOs. Therefore, HSOs shall not be regularly or recurrently assigned to such duties.
- C. Once an HSO or Union representative brings to the attention of the Senior Associate Dean for Graduate Medical Education an infraction of this Article, UNM will have a period of one month from the date of complaint to formally respond to the Union.

ARTICLE 17 REPRESENTATION ON COMMITTEES

- A. UNM shall maintain a Resident Council that has a responsibility for advising on and monitoring all aspects of residency education. House Staff Officers selected by their peers shall serve on the Council.
- B. HSOs selected or elected by their peers shall, upon request by the Union, participate in committees regarding resident education and patient care. HSOs who serve on any committee shall be notified of the date, time, and place of the committee meeting in advance. Within a reasonable period after the signing of this Agreement, the Resident Council or the Union will identify the HSOs selected to serve on resident education and patient care committees, including the Graduate Medical Education Committee (GMEC).
- C. HSOs shall select alternates to sit on the committees identified above, to ensure continuity of HSOs' involvement and participation. HSOs shall make every effort to attend committee meetings as long as attendance does not interfere with patient care duties or learning. The Union agrees that the HSOs will select or elect HSOs to participate in the GMEC and that the HSOs selected or elected by their peers for this purpose or their alternates, must and will attend each meeting of the GMEC, absent good cause shown.

ARTICLE 18 REQUIRED PROFESSIONAL TRAINING ACLS/BLS/PALS/ATLS/NRP/ALSO/ENLS

- A. With the exception of ATLS and ALSO, UNM will provide initial training and recertification in the programs identified above, in-house and at no cost to all members of this bargaining unit. In addition, with the approval of the Senior Associate Dean of Graduate Medical Education, ATLS and ALSO shall be provided in-house and at no cost to HSOs of departments that require such training or have ATLS or ALSO certification as part of their Residency Review Committee requirements. HSOs are individually responsible for scheduling training and certification in sufficient time to complete the requirements for their position.
- B. Time spent on professional training that is required by the program shall be treated as work time, and HSOs shall not be required to use vacation or leave days to complete training.

Time spent taking board/licensure exams shall be treated as work time, and HSOs shall not be required to use vacation or leave days to complete training.

- C. Bargaining Unit members shall not be entitled to extra compensation for time spent engaging in professional training as provided in this article. For required trainings identified in this article that are not provided in-house, or do not require in-person training, UNM will pay the cost or reimburse the resident for the training. Approval for required training reimbursement must be granted and approved by the HSO's program director in writing before the resident takes the training.

ARTICLE 19 LIBRARY

- A. UNM shall provide and maintain a medical library and departmental libraries in a convenient location per ACGME requirements. In addition, UNM shall provide twenty four (24) hour on-line access to current full-text electronic journals, textbooks, and Handbooks at workstations convenient to resident work areas, lounges, and on-call rooms. HSOs shall have twenty four (24) hour access to working printers.

ARTICLE 20 EMPLOYMENT SECURITY

- A. An incumbent HSO shall not be prevented from completing their residency program because of UNM's decision, for budgetary reasons, to reduce the number of House Staff Officers in any accredited program. The forgoing provisions shall not be construed to affect existing rights of the parties regarding renewal of appointments, except that questions regarding non-renewal of HSO appointments may be processed in accordance with the provisions for Individual Contracts/ Renewal Notices in Article 24 of this Agreement.
- B. UNM shall notify each HSO affected and the Union:
 - 1. As soon as reasonably possible of a decision to discontinue any training program for any reason.
 - 2. As soon as reasonably possible upon receipt from ACGME, ADA, CAMPEP, or any other relevant accrediting body of any notification regarding non-accreditation or probation or similar change in the professional status of any training program.
 - 3. As soon as reasonably possible of a decision of a merger, closure, or change in number of beds which has a substantial impact on any training program.
- C. In the event of a termination, transfer, or reduction in size of a residency program, UNM will follow all ACGME guidelines and assist in placing affected House Staff Officers in other accredited residency programs of the same specialty. In addition, at the time UNM informs residents of a termination, transfer, or reduction of residency program, UNM shall provide resources including but not limited to contact names, addresses, and phone numbers which may be helpful in a House Staff Officer's search for placement. In such event, UNM shall continue to pay the salaries of displaced HSOs for the remainder of the residency year or until said HSOs are placed in other salaried and accredited residency programs at another facility if such placement is within the residency year, whichever comes first.

D. For HSOs continuing in a program for which accreditation is lost, UNM will attempt to maintain levels of training, provide rotations required for certification while under the ACGME appeals process, and add ancillary and professional staff to cover losses in HSO coverage. UNM shall take reasonable steps to balance the service needs of the department with the professional goals of the HSOs involved.

ARTICLE 21 ISSUANCE OF CERTIFICATES

- A. UNM shall issue the appropriate certification, including academic affiliation, within one month of each HSO's satisfactory completion of their training program or part thereof.

ARTICLE 22 SAFETY AND SECURITY

UNM shall provide a healthy and safe work environment for the HSOs and comply with city, state and federal health and safety laws. To achieve these goals:

Section 1: House Officer Education

- A. UNM shall make safety training available to all HSOs who work at a UNM facility, which includes web-based on-line safety training and/or in person training. HSOs who staff the Emergency Department and Psychiatric Emergency Department shall receive in-person training on how to de-escalate violent patients. All HSOs with direct patient contact may attend in-person training on how to de-escalate violent patients. If an HSO chooses to attend in-person training on how to de-escalate violent patients, they must notify their Program Director to ensure the training occurs at a reasonable time. If an HSO chooses to attend in-person training on how to de-escalate violent patients, it will not be counted against educational leave or any other leave time.
- B. Upon reasonable notice, the Director of Security for UNM Hospital or their designee will attend regularly scheduled meetings of the Labor- Management Committee to discuss HSO safety and security concerns, safety and security initiatives, and changes within the Hospital, recommendations for improvement, and other items and matters related to HSO safety and security.

Section 2: Personal Protection/Infectious Disease Prevention

- A. Personal protection equipment including masks, gloves, gowns, goggles, safety leads, and other appropriate equipment shall be available to each HSO, to use as needed. UNM will ensure that personal protection equipment is available at any new UNM Facility. If adequate personal protection equipment is not available at an HSO rotation site, HSOs shall immediately notify their Program Director.
- B. HSOs shall be integrated into UNM's infection control program. The literature, seminars, and other educational tools prepared by this program, when appropriate, shall be made available to the HSOs. The protocols for blood borne pathogens, developed by the infections control program, shall be given to the HSOs.

- C. HSOs are at risk of puncture wounds and sticks by sharp medical instruments, needles and devices. UNMH and the SOM will discuss ideas, protocols and products with CIR that can increase prevention, reporting and treatment of these incidences.

Section 3: Personal Safety

- A. UNM shall provide adequate security for all HSOs and their property at all times and in all areas of work assignment and travel throughout the UNM complexes. Such security shall be provided in but not limited to emergency rooms, patient care areas, on-call rooms, housing facilities, and clinics.
- B. Patients should be placed into hospital gowns as soon as medically appropriate.
- C. UNM will reiterate its right of refusal for any person carrying weapons or illegal substances and will post signs in visible areas to this effect.
- D. Panic buttons shall be made available in all patient interview rooms in the Psychiatric Emergency Room and in the Mental Health Center.
- E. In the event of an attack on an employee by a patient or onsite visitor, UNM shall assist with making arrangements for medical attention and counseling services.
- F. In conjunction with the annual October call room walk-through as outlined in Article 8, the Union and UNM shall conduct an annual safety and security walk-through to identify and address any security issues or concerns of the HSOs. After the walk-through is completed, CIR/SEIU and the Senior Associate Dean for Graduate Medical Education or designee shall generate a report of any issues or concerns regarding safety and security and present it to the Director of Security. In addition to the walk-through, any security concerns shall be addressed at the Labor- Management Committee.

Section 4: Hospital Safety Committee

- A. A House Officer selected by their peers shall be a member of the Hospital Safety Committee. HSOs shall select alternates to sit on this Committee to ensure continuity of HSOs' involvement and participation.

Section 5: Public Health Emergencies

- A. In the event of a declared public health emergency, the parties recognize their mutual interests in resident and patient safety. UNM will provide to the Union, upon request, contingency plans covering a reasonable range of scenarios, including redeployment plans for surge staffing. Resident input will be considered on contingency planning, accommodating household member risk, and vaccine access prioritization.
- B. HSOs who are immunocompromised, are pregnant/lactating, or otherwise have medical concerns about their work assignments during a declared public health emergency may provide medical documentation from their treating provider to occupational health for assessment of potential work restrictions. UNM will adhere to work restrictions at all times, which may include ADA reasonable accommodation.
- C. During the ongoing SARS-CoV-2 pandemic:
 - 1. Appropriate PPE shall be available.
 - 2. UNM shall reasonably consider providing alternative accommodations (hotel, dormitory, etc.) for HSOs with at-risk household members.
 - 3. UNM shall reasonably consider the exposure and needs of HSOs when apportioning novel vaccines, COVID-19 treatments, or booster immunizations.

ARTICLE 23 EMPLOYEE LISTS AND ORIENTATION

A. Upon request, UNM shall provide CIR/SEIU with lists of names, departments, PGY and email of all employees in this unit each June during the life of this Agreement, at no cost to CIR. In addition, UNM shall provide monthly lists of new employees in this unit and unit employees who have separated from UNM, at no cost to CIR. These lists, in combination, shall contain the following:

1. House Organization Desc
2. Full Name (First, Middle, Last)
3. Job title (to include PGY level)
4. Hourly rate or salary
5. Date of hire or termination as appropriate
6. Street Line 1
7. Street Line 2
8. City, State, Zip
9. Work Email
10. Goremal (Personal) Email
11. Campus Phone
12. Cell Phone
13. Home Phone
14. Perm Phone

B. The following reports will be delivered by UNM to CIR no later than May 1st of each year:

1. List of all incoming employees in this unit to include the following:
 - i. Full Name (First, Middle, Last)
 - ii. Title
 - iii. Department Program
 - iv. Intern, Resident, Fellow, or SPL
 - v. PGY Level
2. List of all employees in this unit who are graduating or will no longer be employed by UNM to include:
 - i. Primary ID #
 - ii. Full Name (First, Middle, Last)
 - iii. Primary Email
 - iv. Program Completion Date

v. Department Program

C. A monthly dues deduction report from UNM Payroll to CIR's national office will include:

1. Calendar month
2. Calendar year
3. Carrier Long Desc
4. Full Name (First, Middle, Last)
5. YTD Total
6. Monthly Amount

D. CIR/SEIU shall be granted thirty (30) minutes time during the second day in the morning of new employee orientation to give a presentation to HSOs who choose to participate in the Union presentation. The CIR/SEIU presentation time will be scheduled just prior to a break of no less than fifteen (15) minutes, during which time the CIR/SEIU representative can meet individually and communicate with HSOs. A comparable opportunity shall be arranged through GME for HSOs absent from new employee orientation.

E. Changes to the bargaining unit's size – to include positions added, proposed removal of positions prior to implementation, department(s) impacted, and funding source – shall be a standing agenda topic at the Labor-Management Committee.

ARTICLE 24 INDIVIDUAL CONTRACTS/RENEWAL NOTICES

- A. Each House Staff Officer prior to their employment at UNM, shall receive a written contract consistent with then-applicable ACGME requirements and with the provisions of this agreement. The form of individual contract presently used by UNM shall be furnished to CIR/SEIU, and if changed, a copy of any such changes shall be furnished to the Union prior to its use.
- B. All HSOs shall be notified in writing no less than four (4) months prior to the end of their annual contract year if their contract is to be non-renewed or if they will not be promoted to the next level of training. If the primary reason(s) for the non-renewal or non-promotion occur(s) within the four (4) months prior to the end of the Agreement, or in the case of House Staff Officers with contracts for less than twelve (12) months, UNM will provide as much written notice of the intent not to renew or not to promote, prior to the end of the contract, as the circumstances will reasonably allow.
- C. Notice of non-renewals shall be in writing and shall set forth the reasons for such non- renewal. House Staff Officers shall have the right to appeal timely non-renewals pursuant to the academic grievance procedure outlined in the UNM House Officers Handbook.

ARTICLE 25 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to assure prompt, fair, and equitable resolution of disputes concerning the terms and conditions of employment arising from the administration of this Agreement by providing the sole and exclusive vehicle as set forth in this Article for adjusting and settling grievances. Notwithstanding this procedure, the parties agree to encourage open communications between HSOs and UNM so that resort to this procedure will not normally be necessary.

Section 1: Definition

- A. A grievance shall be defined as a dispute or claim regarding: (i) the interpretation, application, or violation of the terms of this written Agreement; (ii) regular and recurrent assignment of an HSO to duties not appropriate to a HSO; and (iii) discipline based on alleged “Administrative Misconduct” as defined in Article 26, Section 2 of this Agreement. The term grievance and the procedure relevant thereto shall not be deemed applicable in matters where a method or review is mandated by law, or in matters where the University is without authority to act. Challenges to non-renewals that are based on alleged violations of Article 26 (individual contracts) shall be handled pursuant to the academic grievance procedure outlined in the UNM House Officers Handbook.
- B. A grievance must contain a statement of the specific step number of the grievance, the name of the HSO(s), the circumstances upon which it is based, the Article violated, the date, or approximate date, of the alleged violation, the UNM employee alleged to have committed the violation (if known or applicable) and the remedy being demanded, provided that the union and/or HSO shall have the right to subsequently amend the remedy demanded. General requests for relief such as "to be made whole" are not acceptable. In the case of grievances involving one HSO, the initial grievance must be signed and dated by the HSO; subsequent grievances may be signed by the Union Representative on behalf of the HSO. Grievances filed on behalf of two or more HSOs or a grievance regarding a violation of the Agreement as a whole may be signed by the Union Representative. Failure to submit a grievance with all of the required information contained in this subsection will cause the grievance to be returned to the HSO(s) or Union Representative. A grievance

submitted without the proper information which is returned to the HSO(s) or Union Representative will not stay the running of the time line for filing a grievance, unless an extension is mutually agreed to by the parties, in writing, as provided by this Article. Grievances must either be hand-delivered, or emailed at First Step, Second Step, or Arbitration. Grievances sent by email must be sent during normal business hours of the University Human Resources Office. However, if the last day of any filing deadline falls on a holiday or weekend day, the deadline will be extended to the next business day when the University Human Resources Office is open.

Section 2: Requests for Information

- A. Grievances shall be undertaken pursuant to a three-step grievance procedure. An informal step may be included if the parties feel that the issue may be rectified prior to filing a Step 1 grievance.
- B. The parties agree to make available upon the written request of the party seeking the information all pertinent information, not privileged, in their possession and control which is relevant to the issue raised by the grievance, three (3) calendar days prior to the Informal Step, if used, as long as the request is made at least seven (7) calendar days before the meeting. If the party seeking the information elects to begin at Step 1 of the grievance process, the grieving party must provide fourteen (14) calendar days' notice to the other party. In this case, the information will be provided three (3) calendar days prior to the Step 1 grievance. Notes and documents prepared by employees of the University Human Resource Office or by CIR staff are considered privileged within the meaning of this section. Communications written or received by employees of the University Human Resource Office or by CIR staff are also considered privileged with the meaning of this section.

Section 3: Grievance Steps Non-mandatory Informal Step

- A. Any HSO who believes they has a valid grievance and would like to avail themselves of the informal grievance step may do so by informing the HSO's Program Director or by having CIR/SEIU inform the Program Director on their behalf. If so, the Program Director must be informed in writing within seven (7) calendar days from the date the issue occurred or when the HSO knew or should have known there was an issue. A meeting shall then be held

between the Program Director, the HSO, and CIR/SEIU within seven (7) calendar days of notice of the potential grievance. During the meeting the parties will attempt to resolve the grievance. If the matter is not resolved to the satisfaction of the HSO or CIR/SEIU representative, the grievance shall be brought forward as described below.

First Step

- A. Within thirty (30) calendar days of the violation or when the HSO or CIR/SEIU learns of the violation, the HSO or CIR/SEIU shall present the grievance in writing to the Department Chair (or their designated representative) with a copy to the UNM Employee Relations Representative. The Department Chair shall give their answer in writing to the HSO and CIR/SEIU representative within ten (10) calendar days thereafter.

Second Step

- A. If no satisfactory settlement is reached at the First Step, the HSO or CIR/SEIU may present the grievance in writing to the Senior Associate Dean for Graduate Medical Education or their designated representative, and to the UNM Employee Relations Representative, within seven (7) calendar days after the HSO or CIR/SEIU representative receives the First Step answer from the Department Chair. The Senior Associate Dean for Graduate Medical Education or their representative will meet with the HSO and the CIR/SEIU representative within seven (7) calendar days after receipt of the written grievance and shall give their answer in writing to the HSO or the designated CIR/SEIU representative within seven calendar days.
- B. If any grievance is not satisfactorily resolved in the foregoing procedure, the CIR/SEIU representative may, within thirty (30) calendar days after it receives the Second Step answer of the Senior Associate Dean for Graduate Medical Education or their representative, give to the UNM Employee Relations Representative a written notice of its desire that the grievance be submitted to final and binding arbitration pursuant to the procedures detailed below. CIR/SEIU and only CIR/SEIU may submit the matter to arbitration.
- C. In the event a grievance is of a general nature affecting either two (2) or more

HSOs of a single service or two (2) or more HSOs assigned to different services, CIR/SEIU may file such grievances at the Second Step without resort to the First Step. Such grievances must be filed in writing within thirty (30) calendar days of the violation occurring or when either HSOs learn the alleged violation occurred, however not to exceed one hundred and eighty (180) days after the alleged violation occurred. The same rules and limitations discussed in Section 1 of this Article apply in regards to the filing of grievances affecting two (2) or more HSOs.

- D. Any grievance not appealed from one step to the next in accordance with the time limits set forth in this Article shall be considered settled on the basis of UNM's last answer and not subject to further appeal. Time limits may be extended at any step by mutual written agreement. Either the Union or the HSO(s) who have entered grievances on their own behalf, may withdraw the grievance at any Step.
- E. Grievances relating to non-renewals or denials of credit shall not be subject to arbitration under this Article, nor shall grievances related to matters described as Professional or Clinical Misconduct in Article 26, Section 3 of this Agreement. HSOs facing a dispute related to academic performance shall have access to the academic grievance procedure as outlined in the UNM House Staff Handbook and as required by the ACGME. HSOs facing an academic dispute with UNM may first consult with the Union to discuss the dispute and the appropriate venue to grieve the dispute.
- F. Grievances filed on behalf of UNM must be filed in writing to the CIR/SEIU representative at Step 2 within thirty (30) calendar days of the violation or when UNM became aware of the violation. The same rules and limitations discussed in Section 1 of this Article apply to UNM in regards to the filing of grievances.

Arbitration

- A. Any dispute arising from alleged violation of this Agreement, may be submitted to binding arbitration as provided for in this Article. This procedure shall be the sole and exclusive method for resolving any and all disputes arising from the application, interpretation or construction of this Agreement. The grievance and arbitration procedures of this Agreement shall not apply to

negotiation impasses.

- B. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Article 25, Grievance Procedure, must have been exhausted.
- C. Arbitrators shall be selected (by an alternate striking process) from a panel of arbitrators provided by the Federal Mediation and Conciliation Service (“FMCS”). The moving party will request a panel of seven (7) arbitrators from FMCS. Once the panel has been received the parties shall strike names, and thus select an Arbitrator, within ten (10) workdays. The determination of who strikes first shall be determined by a coin toss. A grievance properly moved to arbitration shall be scheduled for hearing before the Arbitrator as soon as practicable under the circumstances. Each party shall not be allowed more than one (1) adjournment of a hearing date, except for good cause shown. The fees and expenses of the arbitrator, including the FMCS filing fees, shall be borne equally by the parties.
- D. If UNM decides to use the services of a court reporting agency, the Union may view a copy of the transcribed document at the Office of University Counsel. If the Union elects, it may instead receive a copy of the transcribed document by reimbursing half of the transcription charge, including the cost of services, and the cost of obtaining the initial document, to UNM. Each party will be responsible for compensating its own witnesses and representatives.
- E. The parties shall provide to the Arbitrator in advance of the hearing a copy of the Collective Bargaining Agreement, copies of all grievance letters by the Union, copies of all responses to grievance letters by UNM and any other documents to which both parties agree. The parties may stipulate in advance to facts and the admission of documents that are undisputed.
- F. The Arbitrator shall decide issues of arbitrability and jurisdiction prior to hearing the merits of the case. The Arbitrator shall be empowered to hold pre-hearing conferences between the parties. The Arbitrator may require either party to make available documents, in addition to those described in the paragraph above, prior to the arbitration and shall be empowered to rule on document requests prior to arbitration.

G. The Arbitrator's decision shall be binding on the HSO, CIR/SEIU, and UNM, subject only to collateral proceedings contemplated by the New Mexico Uniform Arbitration Act. The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any written supplementary agreements incorporated herein, to change any wage or other element of compensation, or to modify or adjust in any manner the professional, clinical, and/or academic standards of the institution and its training program. The Arbitrator's award is limited to back pay and/or reinstatement. In cases where reinstatement presents conflicts the Arbitrator shall retain jurisdiction. The award shall be limited to the amount of wages and benefits the HSO otherwise would have earned subject to any earnings or compensation received by the HSO including, but not limited to, unemployment insurance benefits. The HSO has an obligation to mitigate their damages. The Arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs. The Arbitrator's award may be set aside, by a court of competent jurisdiction, when the Arbitrator:

- a. exceeded their authority in making the award;
- b. exceeded their jurisdiction under the terms of this Agreement; and/or
- c. when the award is arbitrary, capricious, or contrary to law.

H. Arbitrators' decisions are to be rendered within thirty (30) days from the date of the close of the hearing, or the date on which post-hearing briefs, if any, are due.

I. In all cases of discipline, the Arbitrator shall determine whether such discipline was for just cause. The Arbitrator shall have the authority to mitigate, modify, or reverse the discipline imposed and determine what, if any, remedy is appropriate.

J. HSOs required to testify will be made available without loss of pay; however, whenever possible, they shall be placed on standby to minimize time lost from work and, unless directly required to assist the principal Union representative in the presentation of the case, they shall return to work upon completion of their testimony. The intent of the parties is to minimize time lost from work

and disruption of patient care.

K. Arbitration should be held on the UNM campus or on UNM Hospital grounds.

ARTICLE 26 DISCIPLINARY ACTION

Section 1: Just Cause

- A. No HSO shall be disciplined or discharged without just cause. HSOs shall be given written notice of any disciplinary action to be taken against them, which shall include a description of the disciplinary action taken or contemplated and a description of the reasons for such action. A copy of the notice of contemplated disciplinary action will be presented to the CIR/SEIU representative assigned to UNM as quickly as practicable. Disciplinary action shall not be reported to the New Mexico Medical Board until the discipline is implemented. An HSO's paycheck shall not be withheld pending contemplated discipline.

Section 2: Academic Performance and Clinical Competence

- A. Academic performance and clinical competence shall be defined as, matters that relate to a Resident's acquisition of core competencies as well as the development of the clinical skills necessary to function as a physician in the Resident's medical specialty.

Section 3: Administrative Misconduct

- A. Alleged administrative misconduct is alleged misconduct by an HSO not based on academic performance and/or clinical competence and/or which is not related to their satisfactory fulfillment of the clinical and academic standards of their residency program. Alleged administrative misconduct shall be subject to the grievance and arbitration procedure set forth in Article 25 of this Agreement.

Section 4: Academic or Clinical Misconduct

- A. Alleged misconduct that results in the suspension, non-renewal, or termination of an HSO, when based on academic performance and/or clinical competence, shall not be subject to the grievance and arbitration procedure set forth in this Agreement, but shall, rather, be subject to the grievance procedure set forth in the UNM House Staff Handbook, as it may be changed from time to time in accordance with ACGME Guidelines.

ARTICLE 27 DUES AND UNION SECURITY

- A. CIR/SEIU shall have the exclusive right to the check off and transmittal of dues on behalf of each employee in the unit, upon receipt of a properly and voluntarily executed authorization form signed by the employee, said dues to be checked off monthly from the paycheck of each House Staff Officer, pursuant to the directive of the Union in such amounts as the Union shall establish. Requests for changes to the deductions structure may only be made on or before May 20th of each year that CIR elects to make such changes. Such requests must be emailed to the Employee Relations Representative to begin the process, with a copy to Payroll (pay@unm.edu).
- B. UNM agrees to forward said dues to the Union by the 20th day of the month after they are collected. If the employee does not receive pay sufficient to support a deduction in any pay period. UNM will not be required to retroactively deduct in any subsequent pay period.
- C. If an HSO submits a request to the Union that dues payments are to be stopped, CIR/SEIU will submit a form to Payroll providing written authorization with the HSO's electronic signature that such payment is to be discontinued.
- D. It is specifically agreed that UNM assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and CIR agrees that the Union, its membership and the individual members of the bargaining unit will indemnify and hold UNM harmless for any claims, judgments, actions, or proceedings made by any House Staff Officer arising from deductions made by UNM pursuant to this Article. After deductions are remitted to the Union, the disposition thereof shall be the sole and exclusive obligation and responsibility of CIR/SEIU.

ARTICLE 28 POLITICAL ACTION CHECKOFF

- A. Upon receipt of written authorization from an HSO in a form submitted by CIR/SEIU, and warranted by it to comply with all applicable laws and regulations, UNM shall, pursuant to such authorization, deduct from the wages due the HSO once a month the sum specified in said authorization. UNM will remit the authorized amount to a fund established, pursuant to applicable law, to receive contributions to be used for political purposes. If an HSO submits a request to the Union that political action payments are to be stopped, CIR/SEIU will submit a form providing written authorization with the HSO's signature to Payroll that such payment is to be discontinued.
- B. It is specifically understood and agreed that UNM assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and CIR/SEIU agrees that the Union, its membership and the individual member of the bargaining unit will indemnify and hold UNM harmless for any claims, judgments, actions, or proceedings made or brought by any HSO(s) arising from deductions made by UNM pursuant to this Article or the expenditure of such funds by CIR/SEIU. If the employee does not receive pay sufficient to support a deduction in any pay period, UNM will not be required to retroactively deduct in support a deduction in any pay period, UNM will not be required to retroactively deduct in any subsequent pay period. After deductions are remitted to the Union, the disposition thereof shall be the sole and exclusive obligation and responsibility of CIR/SEIU. It is further understood and agreed that UNM's performance under this Article is not an endorsement of any expenditure on the part of CIR/SEIU.

ARTICLE 29 DIVERSITY

- A. UNM shall engage in practices that focus on ongoing, mission-driven, systematic recruitment and retention of a diverse and inclusive workforce of residents and fellows. Residents and fellows are invited and welcomed to engage in opportunities presented by such practices. UNM commits to open communication and transparency regarding such practices.

ARTICLE 30 VACATION AND LEAVE

Both UNM and the Union recognize that cumulative use of leave as described in this Article may lengthen residency training in accordance with individual specialty board requirements. These leave limits should be discussed with each individual Program Director. High leave usage could impact on time completion of the academic program. HSOs remain responsible for meeting the applicable time and other requirements of their programs.

Section 1: Annual Paid Vacation

- . The annual paid vacation allowance for HSOs employed for a twelve (12) month period shall be three (3) weeks, equal to twenty one (21) calendar days, free from all inpatient, outpatient, phone, and/or beeper duties. Vacation days shall not supplant or replace any days off which would normally be granted on the schedule of a given service or in accordance with ACGME duty hours' requirements and restrictions. The programs will continue their existing practice of the configuration of weekdays and weekends. If a program determines that this configuration practice needs to be changed due to business needs, the change will be discussed in the Labor Management Committee.
- . Annual paid vacation may not be taken in increments of less than one week without the approval of the HSO's Program Director. UNM will reasonably honor scheduling requests, based on operational needs. Vacation leave must be requested and approved in writing through the HSO's department. No rotations shall be off limits to vacation and programs shall be aware they must provide appropriate coverage to allow this. Vacation leave for contract periods of less than a full academic year shall be calculated on a pro-rated basis.
- . Given the parties shared commitment that rest and rejuvenation of HSOs is essential to patient safety and HSO well-being, all HSO covered under this Agreement will take the vacation benefit to which they are entitled.
- . Vacation days will be taken during the academic year they are accrued. Vacation time balances may not be carried over to the next academic year. The HSO and Program must put forth a good faith effort to use all annual paid vacation in an academic year. If through no fault of their own, days of annual paid vacation are

unused, the HSO shall be reimbursed for up to seven (7) days of unused annual paid vacation by the Department.

Section 2: Holiday Pay

House Staff Officers shall be entitled to nine (9) holidays off per year with pay. The following days shall be considered holidays with pay:

New Year's Day

Memorial Day

Independence day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Day before Christmas

Christmas Day

New Year's Eve

HSOs required to perform duty, or to be on-call, on a holiday shall be granted either (i) alternate time off, commensurate with the amount of time worked up to a maximum of eight (8) hours, or (ii) time-and-a half pay for up to a maximum of eight (8) hours for the time worked. The HSO's Program Director shall approve all requests for alternate time off or additional pay, and determine which option is granted. The Program Director shall not unreasonably deny the HSO's preferred option. In the event that the HSO is granted time off, the time off must be taken within the HSO's training period and need not be granted in the same academic year in which the holiday falls.

The parties acknowledge that some clinics are closed on additional holidays, and programs retain discretion to schedule around these closures.

- C. Holidays falling on a Saturday shall be observed on the preceding Friday.
Holidays falling on Sunday shall be observed the following Monday.

Section 3: Bereavement Leave

- A. In the event of death of an HSO's immediate family member , the HSO is entitled to receive three (3) paid working days leave without loss of pay for the purpose of attending the funeral services or arranging for burial. For the purposes of paid bereavement immediate family is defined as the HSO's spouse or domestic partner, children, children-in-law, parents, parents-in-law, grandchildren, great grandchildren, grandparents, great grandparents, siblings, nieces, nephews, (or gender-neutral equivalent), aunts, uncles, (or gender-neutral equivalent) or is living in the household of an eligible HSO. In the case of the death of a family member that falls outside this definition or the death of a close friend, supervisors are encouraged to allow the employee to take annual leave in the same manner as bereavement leave would normally be allowed. Bereavement leave may not be carried over from one academic year to another.
- B. Due to extenuating circumstances such as distance to be traveled, settling of the estate, the HSO, upon request to the HSO's Program Director, shall be able to use annual leave, if available, to extend bereavement leave beyond three (3) days or may be granted a leave of absence without pay.

Section 4: Union Leave

- A. A maximum of eight (8) CIR member HSOs may be granted reasonable unpaid time off (or be allowed to utilize unused vacation) to attend the annual CIR National Convention or other Union functions excluding regularly scheduled business meetings. The HSO shall submit a written request for such leave, giving the length of the leave requested to the Program Director, and such requests will not be unreasonably denied.

Section 5: Educational Leave

- A. Educational activities including but not limited to presenting papers, taking state and national examinations, or attending educational seminars shall be allowed with pay with approval from an HSO's Program Director. The annual education leave allowance shall be five (5) days. At the discretion of the Program Directors, HSOs shall be permitted to split educational leave time or

use it as a whole unit. Educational leave cannot be carried over from one academic year to another.

Section 6: Professional Leave

- A. HSOs shall be granted paid professional leave for the purpose of interviewing for employment, residency, or a fellowship. HSOs shall be granted eight (8) professional leave days during the course of a residency or fellowship training.

Section 7: Military Leave

- A. Paid military leave shall be granted upon presentation of official orders at a rate of three (3) weeks per academic year, consisting of fifteen (15) weekdays and six (6) weekend days. Military leave is defined as leave for service into the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard, or any reserve component thereof.
- B. In the event an HSO is called to active duty by the military as defined above, the HSO's position within their training program shall be held until the HSO can return to work duty at UNM.

Section 8: Sick/Health Leave

- A. Effective the first day, once the contract is signed and at the beginning of each academic year, each HSO shall be credited with twenty one (21) paid sick/health days. In addition to illness, HSOs may use this leave to attend medical, mental health, and dental care appointments, including those scheduled during their working hours. Routine appointments should be scheduled with as much advance notice as is reasonably practicable to allow the program to arrange coverage. At the discretion of the HSO's Program Director, a physician's note may be required for absences longer than three (3) days. Unused sick leave shall not be carried over from one academic year to the next. If an HSO's appointment includes a portion of a year, then the sick leave shall be pro-rated for that portion of the year. Absence from work to care for an ill or injured member of one's immediate family maybe charged to sick leave, and if possible advance notice should be given of such leave.

Section 9: Catastrophic Leave

- A. A catastrophic illness and/or injury is defined as a medical or psychological event experienced by an HSO, or an HSO's immediate family, which is likely to require the HSO to be absent from training for a prolonged period of time.
- B. HSOs shall have access to paid catastrophic leave not to exceed a total of sixty (60) days during the residency or fellowship program, except as noted below in this paragraph. If the HSO does not use the full 60 days during one occurrence, and the HSO has another occurrence, the HSO can be paid additional time for the second occurrence as long as no more than 90 days is used during the entirety of the HSO's participation in the residency or fellowship, regardless of program. Catastrophic leave is to be used only after an HSO has exhausted all available sick and a minimum of 14 days of vacation leave time. In certain situations, the Program Director may make a request to the Senior Associate Dean of Graduate Medical Education for an additional thirty (30) days of catastrophic leave. Prior to being granted, an additional thirty (30) days of catastrophic leave would require the approval of the Dean of the School of Medicine or designee.

Section 10: Family and Medical Leave

- A. of New Mexico provides eligible employees up to twelve (12) weeks of job protected leave within a twelve (12) month period for eligible family and medical reasons and/or up to twenty-six (26) weeks for Military Family Leave subject to the conditions outlined in the Act. This leave is hereafter referred to as FMLA leave. FMLA leave is in addition to any paid annual or sick leave an employee may have taken. The University will comply with all provisions of the Act for eligible employees. House Staff Officers returning from FMLA leave may be required to complete missed rotations in order to become Board eligible. Should a department require an HSO to complete missed rotations, UNM shall compensate the HSO at their current Post Graduate Year ("PGY") level and provide malpractice coverage and all other applicable hospital benefits.

Section 11: Parental Leave

- A. HSOs shall be eligible for six (6) weeks [forty-two (42) days], including thirty (30) weekdays and twelve (12) weekend days, of paid parental leave for the birth, adoption, or placement of a child. Paid time off may be extended with sick leave plus available vacation leave to a maximum of fifty-six (56) days. HSOs may take the leave any time within the first year of the child's birth or adoption. If both parents are HSOs at UNM, both HSOs shall be eligible to take maternity/paternity leave at the same time or separately. Leave of absence without pay may be extended, with the approval of the Program Director, to bring time off (the sum of paid and unpaid leave) up to a maximum of five (5) months. Make up time for purposes of board eligibility is determined by specific policy of each specialty board and should be negotiated with the Program Director.
- B. Upon request, any HSO who is pregnant shall be assigned electives and rotations appropriate to their condition, to the extent possible. This shall include but not be limited to: being relieved of exposure to diseases, radiation, and chemicals, which may be harmful to the fetus and parent; limited night call duty; and time off to attend personal medical visits as appropriate. Such request changes shall be in conformity with the rules of the HSO's specialty board and within the constraints of the program.

Utilization of available leave may extend an HSO's program.

Section 12: Wellness Leave

- A. The University will provide a ½ day of paid wellness each quarter to each HSO, beginning June 30, 2017 for the purpose of attending to their personal health and well-being. A quarter's accrual may be saved up to an additional quarter, to use in conjunction with the next quarter's accrual for a total of 1 full day every half-year.

Section 13: Leave without Pay

- A. The Program Director may grant leaves of absence without pay for up to three (3) months for bargaining unit members. In such instances, HSOs would be responsible for paying the full cost of their portion of health insurance premiums.

ARTICLE 31 SALARY

- A. The appointment of an HSO shall be based on the HSO's appropriate PGY, which shall be determined as follows:
 - 1. An HSO who has not completed at least one year of service in an ACGME-ADA-AOA accredited training program or an equivalent program shall be placed at the PGY-1 level.
 - 2. HSOs shall be placed at PGY levels commensurate with their training in the program in which they are employed.
- B. A year of service in a training program as herein referred to shall mean a year of service in a training program that has been certified as having been completed by the appropriate authority.
- C. An HSO who, during the term of this Agreement, successfully completes their services for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY.
- D. HSOs who have satisfied credentialing requirements and who are eligible for employment in the United States shall begin being paid on the first day of the official Graduate Medical Education new employee orientation. In the event an HSO begins training off-track after new employee orientation, the HSO shall begin being paid on the first day they begin work. For purposes of this section, "work" for off track HSOs shall include any orientation activities and/or HSO duties.
- E. The salary levels for all HSOs will be effective as of the first full pay period after ratification and signature of the Agreement, if the Agreement is signed at least one (1) week before the start of the pay period. The last pay period will be July 2024. The salaries shall increase by 5% and pay rates shall be established as follows:

PGY1 \$ 62,429
PGY2 \$ 64,453
PGY3 \$ 66,799
PGY4 \$ 69,272
PGY5 \$ 72,273
PGY6 \$ 74,932
PGY7 \$ 78,002

By serving notice of its desire to do so, prior to December 15, 2023, either party may request to reopen this Agreement on such date for the sole purpose of renegotiating the HSOs' salaries for the 2024-2025 fiscal year. Should a notice of reopener be served, the parties shall be obligated to bargain salary rates only. Should a reopener be served, the parties shall be obligated to begin bargaining on a mutually beneficial date within 30 days of January 15, 2024. All other provisions in this Agreement shall remain in full force and effect.

Current moonlighting policies as outlined in the UNM House Staff Handbook shall remain in effect for the life of the agreement, and current rates of pay shall not decrease. For purposes of moonlighting the definition for PGY shall be consistent with ACGME requirements. HSOs who perform external moonlighting shall not pay any additional fees or charges above those currently set by the specialty extension office.

HSOs required to use their personal vehicles for rotations at least 50 miles away from their assigned work location shall be reimbursed in accordance with University Policy.

The parties recognize the importance of continued, efficient provision of essential healthcare services that UNM's healthcare operations provide its patients. Accordingly, the parties agree upon a retention incentive payment to provide additional compensation to HSOs in exchange for their continuing employment service. In exchange for their continued service, HSOs hired on or before January 8, 2024 who remain actively employed for the period closing thirty (30) calendar days after final execution of this Agreement and through the payment date shall receive, a one-time incentive payment of six hundred

dollars (\$600.00) gross, less applicable payroll deductions, on the first supplemental pay date following the close of said thirty-day period. The Union expressly recognizes that this is a one-time payment funded by non-recurring funds.

ARTICLE 32 HEALTH AND WELFARE BENEFITS

Section 1: Pre-Tax Insurance Premium Plan

- A. HSOs shall be entitled to participate in the Pre-Tax Insurance Premium Plan with the same benefits as they are currently receiving.

Section 2: Insurance Programs

- A. UNM agrees to provide programs for Group Life and Accidental Death and Dismemberment, Health, Dental, Vision and Long Term Disability insurance substantially equal to those programs presently provided.
- B. The University will make the maximum contribution on costs or premiums associated with these programs as provided by Section 10-7-4 NMSA 1978, as that statute may, from time to time, be amended.
- C. If the University intends to change or put to bid the health care coverage provided under this Section, the University will notify the Union in writing prior to implementation. Two HSOs selected or elected by their peers shall be designated by the Union to provide input into the development of RFPs to third party providers of health care coverage. Upon receipt of bids from vendors, the designated HSOs will provide an assessment of the bids to determine the responsiveness of the offers. The designated HSOs will serve in an advisory capacity. Final selection of vendor and/or final recommendation to the Board of Regents regarding selection of vendor will reside with the appropriate School of Medicine or University of New Mexico administrators and officers.
- D. The Union and the designated HSOs understand and agree that their participation is in a confidential procurement process which may include discussion of sensitive and/or legally protected medical and/or health information. Violation of pertinent state or federal law and/or University policy may result in disciplinary action. It is the Union's obligation to assure the attendance of its delegates at the confidential procurement process described in this section.

- E. UNM and the Union will study the options available to offer specialty-specific disability insurance in the future.

Section 3: Flexible Spending Account

- A. HSOs may participate in UNM's Flexible Spending Account ("FSA") plan by setting aside part of their pay on a before-tax basis to set up:
1. A Medical Reimbursement Account to pay certain qualified medical, dental, prescription, vision, and hearing care experiences for eligible employees or their eligible dependents that are not covered by insurance plans, or
 2. A Dependent Care Spending Account to reimburse the HSOs for dependent care at a licensed facility, services from unrelated individuals, care at dependent care centers, and other qualified dependent care expenses thus reducing taxable income.
- B. The FSA program is a fringe benefit authorized by the Internal Revenue Code and regulated by the Internal Revenue Service. The FSA Plan year begins on July 1.

ARTICLE 33 TUITION REIMBURSEMENT

- A. HSOs shall be eligible for reimbursement of tuition at the University of New Mexico for up to eighteen (18) credit hours based on University of New Mexico main campus graduate student rates each semester (five (5) during summer). Tuition reimbursement may be used toward furthering medical academic education in the UNM HSC Masters in Clinical Research Program, Masters in Public Health, Masters in Business Administration, Masters in Education or any course approved by the institution which demonstrates or adds to the knowledge base of any of the ACGME Clinical Core Competencies (Patient Care, Medical Knowledge, Professionalism, Interpersonal and Communication Skills, System Based Practice and Practice Based Learning and Improvement) and which lead to the successful completion of an ABMS certification by meeting accreditation requirements not otherwise fulfilled by the program.
- B. To be eligible for reimbursement, residents must successfully complete these courses for academic credit toward a terminal or advanced degree in a health-related field or be ACGME Clinical competency courses as outlined above. Tuition reimbursement shall be extended to regular full-time HSOs, from their initial date of hire. Reimbursement will be provided through submission of receipts as soon as signup for the course occurs. GME will make a good faith effort to reimburse the HSO within thirty days. If the HSO does not complete the course they will reimburse GME within a week of non-completion.
- C. Proof of successful completion of the course shall be provided to GME. Those who do not provide documentation of successful completion of coursework will not be eligible for further reimbursement under this Article until they comply.

ARTICLE 34 RETIREMENT BENEFITS

- A. HSOs shall be eligible to participate in a 403(b) plan immediately upon commencement of compensation as provided in Article 31 of this Agreement. Participation in the plan shall be voluntary.

ARTICLE 35 MEDICAL EDUCATION BENEFITS

UNM will pay for costs incurred for registering to take the USMLE Step 3/COMLEX Step 3 for House Officers prior to the completion of their PGY2 year. This payment coverage shall be made a maximum of one (1) time. If the resident incurs additional fees or is required to take the examination a second time, it will be the responsibility of the HSO to pay all attendant fees.

A minimum allowance of seven hundred fifty dollars (\$750) will be provided to each HSO per year for educational purposes, which may be used for books, journals, New Mexico full licenses, board exams, educational/professional software, board review programs, educational electronic media and equipment, including computer, laptop, cell phone, digital (smart) watch, computer monitor, or ear buds, conference registration and travel, and work related medical equipment or accessories which may be approved at the discretion of each department.

Any computer or digital device purchased with UNM funds must comply with UNM HSC IT Security Policies if used for patient care/business. It is the responsibility of each individual to follow the standards and requirements established by their department as well as all data owners regarding the handling and protection of HSC information assets. HSC IT Security Policies can be found at <https://unmhscportal.policymedical.net/policymed/portal/index> under “UNM Health Sciences”. Residents should not purchase any of the individual aforementioned types of digital equipment more frequently than every fiscal year. If approved by the department all of the above educational equipment shall be retained by the HSO on completion of their residency, provided, however, the purchase price of any individual item shall not exceed one thousand dollars (\$1,000).

Any unused funds shall roll over from one year to the next. Individual departments or programs may in their discretion provide medical education benefits greater than the minimum.

Reimbursements will be processed following GME policy and procedures.

ARTICLE 36 QUALITY IMPROVEMENT AND GAIN SAVINGS

- A. UNM, GME, UNMH and CIR recognize that they share interests in ensuring effective and efficient delivery of patient care, and in improving clinical outcomes and patient satisfaction. The above parties also recognize the important role that HSOs play in many of the processes that contribute to these shared interests, and HSOs can therefore play an important role in developing new approaches to improving patient care on a number of levels.
- B. UNM Hospital will contribute \$20,000 (twenty thousand dollars) annually to the Quality Improvement Fund on each July 1 to, provide incentives for HSOs and residency programs that establish scholarships to attend conferences, bring speakers to UNM, and fund resident-driven QI/PS projects. Conference registration fee and travel expenses will be consistent with UNMH policy.
- C. The projects must have a UNM faculty member as a faculty mentor and must have Departmental, Hospital, or HSC quality director approval. Projects may also require IRB approval to obtain funding from the Quality Improvement Fund. Project funding will be on a first come first serve basis until the funds run out. Any unused funds shall be rolled over to the next year with a maximum of \$50,000 total fund amount. The goal of these funds is to provide incentive to HSO and residency programs while removing barriers of funding toward the united goal of improved patient care at UNMH. As such, representatives designated by UNM and representatives designated by CIR will have an initial meeting to discuss needs and create a way to market the program.
- D. An HSO interested in submitting a proposal will request the proposal form from CIR/SEIU. The CIR/SEIU QI Committee will meet to review proposals at least twice per year. The CIR/SEIU QI Committee will issue a written decision to the HSO who submitted the proposal within thirty (30) days from the date the committee rendered a decision.

ARTICLE 37 WELLNESS

Section 1

- A. HSC shall provide a private resident meditation room that will be available 24 hours per day, seven days per week exclusively to all HSOs for the purposes of prayer, meditation and relaxation. The room will provide a comfortable and quiet environment for these purposes. The condition of the room and its maintenance will be subject to review at the monthly UNM-CIR/SEIU Labor-Management Meetings and at the Annual Call Room Walkthrough.

Section 2

- A. A subcommittee of the UNM-CIR/SEIU Labor-Management Committee shall be formed to establish a process for the confidential and protected reporting by HSOs of serious incidents where they believed they were bullied, harassed, or inappropriately or unethically persuaded by other physicians, nurses or hospital employees. The reporting program will be designed to protect the reporting physician from retaliation and allow GME to collect important data on persons who routinely bully, harass or inappropriately or unethically persuade HSO's.

Section 3

- A. During the term of this agreement, GME will contract with Outcomes, Inc., an employee assistance program, to provide assistance, counseling and referrals to HSOs and their spouse/domestic partner and children/individual for whom the HSO is a legal guardian regarding marriage or family conflicts, emotional difficulties, eldercare, alcohol/drug abuse/gambling addiction, personal crisis, job related problems and intervention training. HSOs are encouraged to use the contracted Employee Assistance Program.
- B. The use of Outcomes, Inc.'s services will be strictly confidential. Information related to the use of EAP services will only be released with the written consent of the HSO who is the EAP client or in the event that the EAP counselor determines that the HSO's condition or circumstances presents a

risk of danger to self or others.

- C. Unilateral termination of services by Outcomes during the term of this agreement will not be deemed a breach of the agreement by the Employer. In the event that Outcomes terminates services during the life of this agreement the parties will meet and confer to identify and attempt in good faith to procure a mutually satisfactory replacement for Outcomes.

Section 4

- A. The sixth floor wellness space is accessible to all HSOs who have signed a liability waiver 24 hours a day, seven days a week. The established practice of providing towels for the showers shall continue.

Section 5

- A. The University will provide a standing invitation to a CIR designee to attend the GME Wellness Consortium. CIR will provide the name of the designee in writing to the School of Medicine, Wellness Director in order to provide an invitation. If the designee change, it is the responsibility of CIR to provide the name of the new designee prior to the next meeting.

Section 6

- A. Interested Residents may meet with the UNM School of Medicine Wellness Director or their designee on at least a quarterly basis as part of the “GME Wellness Committee” to discuss wellness resources and wellness curriculum. CIR/SEIU will provide the Wellness Director with Resident representatives who will serve in the role of coordinating the meeting. The meeting may be cancelled based on mutual agreement.
- B. The University will provide logistic support for a monthly “GME Finding Meaning in Medicine” group for Residents to come together and discuss topics and experiences that are a part of the Resident Physician’s daily life. This group shall be led by a group appointed Resident leader who will facilitate the group’s discussions. The UNM SOM Wellness Director or their designee

will provide the Resident leader with the tools and information necessary to lead such a group. The Residents may attend these meetings before or after work time. Requests to attend during work time shall comply with the opening paragraph of Article 30, Vacation and Leave.

- C. The University will explore the development of a Wellness webpage, which will have local and national resources available as the wellness curriculum modules designed by the Wellness Director and the GME Wellness Committee.

Section 7

- A. HSOs are entitled to use the existing gyms on UNM Main and North Campus.

ARTICLE 38 CONTRACT PRODUCTION COST-SHARING

- A. With the goal of paperwork reduction, UNM will place a copy of this Collective Bargaining Agreement on the New Innovations website.

ARTICLE 39 MANAGEMENT RIGHTS

Section 1

- A. UNM retains all rights not specifically limited by this Agreement. Except to the extent expressly limited by this Agreement, UNM retains, without limitation, the exclusive right to manage the enterprise, direct and control the business and workforce, and to make any and all decisions affecting the business, including, but not limited to the following: the exclusive right to plan, determine, direct, and control the nature and extent of all of its operations and commitments; to determine the locations of its operations; to open, close, consolidate, and relocate its operations; to install or introduce any new or improved service methods, patient care procedures, facilities, or equipment and to maintain efficient operations; to hire, train, promote, demote, transfer, layoff, and recall employees; to require employees to participate in training; to hire temporary, casual, or per diem employees; to determine adequate staffing and coverage; to suspend, discipline, and discharge employees for just cause; to determine the methods of investigating alleged employee misconduct; to select and determine the number of its employees; to determine and assign the work duties of employees; to issue and enforce reasonable work rules and policies; to create job descriptions; to determine medical, health care, and safety standards; to evaluate employee performance; to install or remove equipment; to determine and modify the methods, procedures, materials, and operations to be used or to discontinue their use by employees of the UNM Hospital; to discontinue, or reorganize, or combine any department or branch of operations; to establish educational policy; to establish the standards and qualifications for hiring and advancement through the residency program; to determine training methods and curricula; to establish residency programs and to determine the number and qualifications of persons admitted to such programs; to take actions as may be necessary to carry out the mission of the employer in emergencies; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.
- B. The foregoing management rights, except to the extent expressly limited by this Agreement, are expressly reserved to be decided by UNM and shall not be subject to the provisions of Article 25, the Grievance Procedure.

Section 2

- A. UNM reserves and retains the right to contract work out or subcontract work out. UNM shall give the Union at least thirty (30) days' notice of its intent to contract or subcontract out work presently performed by members of the bargaining unit. The notice shall be in writing. Within fourteen (14) calendar days of receipt of UNM's notice of intent being issued, the Union may provide its input in writing which may include a request to meet with UNM to discuss alternatives to contracting out or subcontracting out this work. If the Union requests to meet as provided in this paragraph the parties will meet within the 30-day period and investigate alternatives to contracting out or subcontracting out this work. Any alternatives discussed and agreed-to by the parties will be presented by LER and/or GME as appropriate to the appropriate department or management official as determined in UNM's sole discretion for that official's consideration. Nothing in this section shall be construed as applying to work temporarily contracted out to meet emergency needs or work contracted out in accordance with existing practice.

ARTICLE 40 SEVERABILITY

- A. In the event that any provision of this Agreement is found to be in contravention of any Federal, State, or City law or regulation, or found by any court of competent jurisdiction to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE 41 STABILITY OF THE AGREEMENT

Section 1

- A. No agreement, understanding, alteration, or variation of the terms and conditions of this Agreement shall bind the parties hereto unless made in writing and executed by the parties.

Section 2

- A. The failure of UNM or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the University or the Union to future performance of any such term or condition, and obligations of the University and the Union to such future performance shall continue in full force and effect.

Section 3

- A. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or the University of New Mexico Labor Management Relations Resolution from the scope of bargaining, and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein. The parties, for the life of this Agreement, voluntarily and without qualification waive the right, and agree that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

UNIVERSITY OF NEW MEXICO

Patricia W. Finn, MD

Patricia W. Finn, MD (Jan 31, 2024 15:23 MST)


- Patricia W. Finn, MD

Interim Dean, School of Medicine

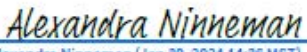
▪ Jan 31, 2024

Date


Committee of Interns and Residents Signature Page


Susan Naranjo (Jan 30, 2024 14:22 CST) Jan 30, 2024

Susan Naranjo, Executive Director Date


Alexandra Ninneman (Jan 30, 2024 14:36 MST) Jan 30, 2024

Alex Ninneman, MD, Regional Vice President Date


Jan 30, 2024

Christopher Blado, Lead Negotiator Date

Addendum: Informal Discussions of University and Hospital Finances and Union Financial Proposals

The Union and the University agree that transparency and the exchange of information facilitate a productive and expeditious negotiations process. The exchange of information may be most efficiently achieved through informal discussion in advance of contract negotiations. The conversations described in this addendum are intended to be informal discussions between the University's Labor Relations Department and the Union's Lead Negotiator or Representative for the purpose of discussing the University and its Hospital's Finances as well as the Union's anticipated financial proposals for upcoming negotiations. Either party may request the discussion; such requests must be made between November 1 and November 15. The parties will have the conversation at a mutually agreeable time within 30 days of such a request.