Collective Bargaining Agreement

Between

Axis Minnesota

And

SEIU Healthcare-Minnesota

Effective

December 1, 2016

Through

November 30, 2019
345 Randolph Avenue, Suite 100
St. Paul, Minnesota 55102

Member Action Center and General Number: 1.800.828.0206 or 651.294.8100
Fax Number: 651.294.8200

Visit our website at: seiuhealthcaremn.org
WEINGARTEN RIGHTS

Any time you are brought into a meeting with a supervisor, you should say the following:

“If this discussion could in any way lead to my being disciplined or terminated, I respectfully request my union steward, representative or officer be present at the meeting.

Without representation, I choose not to answer any questions.”

:klh/opeiu#12
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Collective Bargaining Agreement

Between

Axis Minnesota

And

SEIU Healthcare Minnesota

This Collective Bargaining Agreement made and entered into by and between Axis Minnesota (hereinafter referred to as the “Employer”) and its successors and SEIU Healthcare Minnesota (hereinafter referred to as the “Union”).

ARTICLE I - RECOGNITION

The Union shall be the sole representative of all the non-professional and technical employees including but not limited to casual on-call employees (if any) of the Employer in the classifications set forth in Article XVII hereof and within the bargaining unit certified by the National Labor Relations Board (NLRB) in Case No. 18-RC 15981.

A. Classification or Title Change

In the event that any new or different service and maintenance or technical classifications or titles not specified in Article XVII are established and such classification or title is within the service and maintenance or technical unit certified by the NLRB but not specifically enumerated in such certification, then the Union shall nevertheless be the sole representative of said employee; the employee shall be included within the terms and conditions of this Agreement, the wage rate of such classification or title shall be negotiated by the Employer and the Union and the rate agreed upon shall become a part of this Agreement as of the date such classification or title was established.

B. No Discrimination

There shall be no discrimination by the Union or the Employer against any employee because of membership or non-membership in the Union or because of the assertion of rights afforded by this Agreement.

C. No Contradictory Rule

The Employer agrees not to enter into any agreement or contract with its employees (who are in the classifications herein noted), either individually or collectively, which conflicts with any of the provisions of the Agreement. No statement or rule shall be made or established by the Employer or the Union which conflicts with or contradicts any of the provisions of this
Agreement. The Employer shall send copies of all present and future reasonable rules to the Union. At the time the Employer adopts, deletes, or changes any work rule, it shall provide a copy of the rule to the Union representative and shall post the work rule in a prominent place at the Employer’s facility.

D. Successorship

In the event of a transfer, sale or assignment of the Employer’s facility, the Union shall be notified expediently and in advance of such action. The Employer will advise a prospective buyer of the existence of the Agreement and request that the buyer retain all current employees and maintain the wages, benefits and conditions constituting this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

Except as specifically regulated by this Agreement, the Employer retains its rights, powers, and authority including but not limited to the right to hire, layoff, promote, demote, transfer, discharge or discipline for cause, to make and require observance of reasonable rules and regulations, direct the work force and the right to determine the materials, means, staffing and type of service to be provided.

ARTICLE III - UNION REPRESENTATION

A. Stewards

The Employer agrees to recognize Stewards elected or selected by the Union. The Union agrees to notify the Employer, in writing, of all designated Stewards and replacements. The Employer agrees to recognize the Business Representatives or Stewards of the Union as the proper authority to adjust with the Employer, any controversy between the parties to the Agreement as to the meaning and application of the provisions of the Agreement.

Stewards performing Union related business during their regularly scheduled shift will receive hourly credit for seniority purposes and benefit calculations. Examples of such activities are: negotiations, steward training, ratification, voting, etc.

A Union Steward shall be allowed to attend new employee orientations and distribute new employee orientation packets. Management will notify stewards and Business Representative when new employee orientation is taking place.

B. Union Representative Access Bulletin Boards Available

A designated bulletin board at each worksite shall be made available to the Union for the purpose of posting business notices. The Business Representative for the Union or his/her designate shall have access at all reasonable times to such bulletin board and to other non-resident areas to discharge duties as the representative of the Union.
ARTICLE IV - UNION SECURITY

A. The Agreement covers wages, hours and other terms and conditions of employment. The Agreement provides that the Union is the sole representative for the classifications of work for which the employees are hired. After completion of sixty (60) calendar days of employment, the Agreement provides the employee with the following two choices:

1. The employee may elect to become a Union member and participate fully in the affairs of the Union by paying an initiation fee and monthly dues.

2. The employee may choose not to become a Union member and pay a service fee and monthly fees. The employee shall not be able to attend membership meetings or participate in contract negotiations.

It is the employee’s responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Agreement provides that the employee may voluntarily elect to have Union dues and fees deducted from the employee’s check and sent to the Union.

B. All employees covered by this Agreement, including temporary employees, who are now or may hereafter become members of the Union, shall during the life of this Agreement or any renewal thereof, remain members of the Union in good standing as a condition of employment, except as provided in Section C. All new employees who are not members of the Union shall, not later than the sixty-first (61st) calendar day following the commencement of employment, whichever is later, become and remain members of the Union in good standing during the life of this Agreement or any renewal thereof. “In good standing” for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues. Any Union member who is delinquent in making the payments required herein for more than ten (10) calendar days shall be terminated by the Employer within three (3) calendar days of the Employer’s receipt of the written notice.

C. Any employee covered by this Agreement who elects not to become a Union member shall pay to the Union, as a condition of continued employment, a service fee and monthly fees. Such payments and obligations shall be under the same conditions as applies to employees who join the Union.

D. Any Union member or employee electing to pay the service fee and dues who is delinquent in making the payments required herein for more than ten (10) calendar days shall be terminated by the Employer within three (3) calendar days of the Employer’s receipt of the written notice.

E. The Employer agrees to deduct Union dues and initiation fees or service fees and dues from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which is irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs
sooner. Such deductions shall be made by the Employer from the wages of employees during each calendar month and shall be transmitted to the Union by the tenth (10th) of each month. The Union shall submit a list of employees from whose pay dues deductions shall be made. The Union shall hold the Employer harmless from any dispute with an employee concerning the deduction made.

Any Employee who is paying dues or an amount equal to dues may stop making these payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the Employee’s authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor Employee check off authorizations unless they are revoked in writing during the window period, irrespective of the Employee’s membership in the Union.

The Employer agrees to deduct delinquent Union dues and initiation fees or service fees owed to the Union by the Employee upon receipt of written authorization from the Employee. The Union shall hold the Employer harmless from any dispute with an Employee concerning the deductions made.

F. At the time of employment, a new employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

G. The Employer shall send the Union a monthly list of all new employees together with their address, classification, social security number, worksite assignment, number of hours worked per pay period, hourly rate of pay and date of hire; a monthly list of employees who permanently changed their FTE or changed their classification and applicable date; and a list of employees who have begun or ended a leave of absence or terminated their employment with the Employer and the applicable date.

ARTICLE V - PROBATIONARY PERIOD

The first sixty (60) days of employment of any new employee shall be a probationary period during which time the employment of such employee may be terminated at the will of the Employer with or without cause.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Grievance Procedure

A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute raised relating to the interpretation or application of any provision of the Agreement. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee of the Union of a violation by the Employer of this Agreement.

Step 1 - An employee having a grievance shall first take the matter up with the immediate supervisor. The employee may choose to have a Union steward present at this meeting. The
supervisor shall attempt to resolve the grievance and shall respond to the employee in writing within three (3) working days of the meeting.

**Step 2** - If the grievance is not satisfactorily resolved at the first step meeting, the grievance shall be reduced to writing citing the specific contract provision(s) violated, a description of the nature of the violation, and the remedy requested and presented to the Administrator. Grievances shall be considered timely if submitted no later than twenty (20) calendar days after the date of the occurrence giving rise to the grievance. However, grievances regarding the disciplinary action imposed on an employee shall be considered timely if submitted no later than twenty (20) calendar days after the receipt by the Union of a copy of the disciplinary letter. Grievances concerning wages shall be considered timely if submitted within three (3) months after the regular pay period for the period in which the claimed violation occurred.

Within seven (7) calendar days following receipt of the written grievance, the Director of Program Services, or other designee of the Employer, and the authorized Union representative shall schedule a meeting. The authorized Union representative may represent the employee and the employee may be present at this meeting.

The Director of Program Services or designee shall respond to the Union, in writing, with the Employer’s position within seven (7) calendar days of the meeting.

The Union shall initiate the grievance of a suspension or discharge as a grievance at the second step of the grievance procedure.

**Step 3** - If the grievance is not satisfactorily resolved in Step 2, the Union shall, within fourteen (14) calendar days after receipt of the answer of the Employer, demand, in writing, to arbitrate the grievance.

The time limits in any of the steps to the grievance and arbitration procedures are mandatory and may be extended only by written mutual agreement. Failure to follow time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration.

**B. Arbitration**

A grievance submitted to arbitration shall be governed by the following procedures:

1. The designated Employer representative and the authorized Union representative shall endeavor to select a mutually acceptable Arbitrator to hear and decide the grievance.

2. Should the parties be unable to select an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit seven (7) names as candidates. Each party shall have the right to strike three (3) names, with the remaining candidate to be named the neutral arbitrator. The order of alternately striking names shall be determined by the flip of a coin.
3. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the aggrieved employee.

4. The fees and expenses of the neutral arbitrator shall be borne equally by the Employer and the Union.

5. The neutral arbitrator shall not have the authority to render an award which shall add to, subtract from, or in any other way change the provisions of this Agreement, nor render a decision contrary to or inconsistent with the application of laws, rules or regulations having the force and effect of laws.

6. The arbitrator’s decision shall be in writing and shall set forth the basis on which the decision and award is made.

7. The arbitrator shall submit his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

ARTICLE VII - TERMINATION- DISCIPLINE

A. No Discharge Without Just Cause

The Employer shall not discipline an employee who has completed the required probationary period without just cause.

B. Discharge - Suspension Notices- Copies to Union

A written notice of any discharge, suspension or written disciplinary warning shall be given to the employee and a copy thereof shall be sent to the Union. The employee may file a written grievance relating to such discharge or suspension, pursuant to Step 2 of the grievance procedure.

C. Suspensions

The Employer may suspend an employee without pay pending an investigation and resolution of charges against the employee. If the charge is resolved in favor of the employee, the employee shall receive back pay, benefits and seniority.

Warning notices issued by the Employer shall not remain in effect for the purposes of discipline twelve (12) months after issuance.

D. Employee Quit Notices

Any employee who wishes to quit shall give the Employer at least two (2) weeks written notice.
ARTICLE VIII - MEALS

Employees shall be able to attend all events provided for family members of residents and shall be provided with a meal if a meal is provided as part of the event.

Employees working on Thanksgiving, Christmas or Easter shall receive the meal being served during their shift.

The Employer will provide time for employees to set up food for any employee-sponsored potluck.

ARTICLE IX - ORIENTATION OF EMPLOYEES

The Employer shall provide new hires with an orientation to the facility, its procedures, and methods of maintaining quality care for its residents sufficient to enable employees to perform their duties. The Union recognizes that the scope of orientation will vary with the skill level and experience of the individual employee. The goal of orientation shall be proficiency in the care of patients, the proper function of the facility and cooperative efforts with fellow employees.

ARTICLE X - REST PERIODS

All employees shall be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. Two (2) paid rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day. Three (3) paid rest periods shall be provided whenever an employee is required to work ten (10) or more consecutive hours in a day.

Employees who choose to take an unpaid meal period shall be granted a variance which will remain in place unless the employee requests to delete the variance. Employees who are scheduled with an unpaid meal period shall be scheduled eight and one-half (8.5) or ten and one-half (10.5) hour per shift with a thirty (30) minute unpaid meal period. This is not intended to increase or decrease employees with eight (8) or ten (10) hour shifts.

ARTICLE XI - WORK WEEK

A. Categories of Employees

A full-time employee is one who is regularly scheduled to work sixty (60) or more hours per pay period.

A part-time employee is one who is regularly scheduled to work less than sixty (60) hours per pay period.

A casual on-call employee is one who has no regular schedule of hours of work but works intermittently as required.
B. **Work Week**

The normal hours of work for employees shall be eight (8) or ten (10) hours in a twenty-four (24) hour period. Employees shall be scheduled for either an eight (8) or a ten (10) hour shift.

C. **Weekend Work**

Employees shall not be scheduled more often than every other weekend (Saturday and Sunday) except by mutual agreement between the Employer and employee.

An employee whose position(s) includes four weekend shifts of 12 hours per shift shall receive an additional four dollars ($4.00) per hour for all weekend hours worked, and also for additional hours he or she picks up. Employees also have the right to bid for and to work other scheduled weekday positions on which employees bid that are not eligible for the weekend differential. Hours worked within such a separate position’s schedule are not paid the $4.00 per hour differential.

An employee whose position(s) includes four weekend shifts of less than 12 hours per shift shall receive an additional two dollars ($2.00) per hour for all weekend hours worked, and also for additional hours he or she picks up. For purposes of determining eligibility for the $2.00 per hour premium only, scheduled weekend shifts of more than 8 hours and fewer than 12 hours shall count as two weekend shifts. Employees also have the right to bid for and to work other scheduled weekday positions on which employees bid that are not eligible for the weekend differential. Hours worked within such a separate position’s schedule are not paid the $2.00 per hour differential.

A weekend shall be defined as a consecutive Saturday and Sunday regardless of pay period.

D. **No Split Shifts**

There shall be no split shifts unless it is mutually agreeable to both the employee and Employer. Employees shall not be required to return to work within twelve (12) hours following the end of the employee’s regularly scheduled prior shift.

E. **No Time Off in Lieu of Overtime**

Employees shall not be required to take time off in lieu of overtime pay.

F. **Additional Hours**

All extra hours that become available on a temporary or unexpected basis on the master work schedule more than two (2) weeks prior to the beginning of the pay period shall be posted. Employees shall have five (5) days to sign up for any additional shifts. Shifts during the five (5) day period shall be awarded by seniority but shall be assigned on a non-overtime basis first, then overtime by seniority. After the five (5) day period, the shifts shall be awarded on a first-come, first-serve basis. All regular staff shall have the right to all
available hours (including overtime) before using a pool person or non-bargaining unit staff.

G. Schedules

1. **Work Week Schedules**

   Work week schedules in conformity with this Agreement shall be furnished to the Union within fifteen (15) days of the execution of this Agreement. Any proposed change in work week schedules will be furnished to the Steward and Business Representative at least fifteen (15) days before the effective date of the change. The Union shall have the right to object to such change and if not resolved with the Employer, may proceed to the grievance procedure of this Agreement.

   In the establishment of work week schedules, the Employer shall give preference to employees in accordance with seniority.

2. **Staffing Schedules**

   Schedules will be posted at least fourteen (14) days in advance of employees’ scheduled work. Once posted, schedules can only be changed by mutual agreement between the employee and Employer. Seniority will be recognized in changing schedules.

3. **Schedule Variance**

   a. A written request by an employee for a permanent schedule variance must be approved by the employee’s supervisor. Such agreement may not be in effect longer than three (3) months, but may be renewed at the end of that time. The agreement can be terminated by the employee or employee affected by the change or by the supervisor with a two (2) week written notice.

   b. A written request by an employee for a one (1) time or temporary schedule variance must be approved by the employee’s supervisor. Once approved, such variance will not be terminated without both the written request of the employees and approval by the supervisor.

H. **Overtime Time and One-Half**

One and one-half (1 ½) times the respective straight-time rate shall be paid to employees for all compensated time in excess of their regularly scheduled shift or forty (40) hours in a seven (7) day work period. The seven (7) day work period begins with the night shift on each Saturday and ends with the afternoon shift of the following Saturday. Overtime must be approved in advance in order to receive overtime premium on a daily basis. All time worked beyond six (6) consecutive work days shall be paid at time and one-half, except by mutual agreement between the employee and the Employer. Employees shall be
paid two (2) times their normal rate of pay for work in excess of twelve (12) consecutive hours, except by mutual agreement between the employee and the Employer.

Overtime hours will be made available on a voluntary basis pursuant to the additional hours provisions of this Agreement.

**ARTICLE XII - HOLIDAYS**

A. **List of Holidays**

The following holidays are recognized as holidays under this Agreement:

- New Year’s Day
- Easter
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year’s Eve

For purposes of holiday pay, the holiday shall begin with the night shift the day before the official holiday and end following the evening shift on the day of the official holiday.

An employee who observes a different religious holiday other than Christmas or Easter may switch the paid holidays and shall put those requests in when bidding.

B. **Christmas and New Year’s Holidays**

Christmas and New Year’s holiday pay shall begin at 2:00 p.m. on Christmas/New Year’s Eve and end at 10:00 p.m. on Christmas/New Year’s Day.

C. **Holiday Pay**

If an employee works on a holiday, he/she will be paid double time (appropriate overtime will be paid if in overtime status) for all hours worked on the holiday, or at the employee’s option, shall have an equal number of hours placed into his/her PTO bank.

D. **Holiday Scheduling**

Department seniority shall be given preference in holiday scheduling; however, the employee shall be scheduled on a rotating basis yearly with respect to being scheduled on/off Christmas and New Year’s Day.

Employees’ block schedules may change over holidays.
ARTICLE XIII - PAID LEAVES OF ABSENCE

A. Jury Duty Leave

When an employee receives notice of jury duty, the employee will notify his/her supervisor at once. The employee will be given leave for such jury duty and will be made whole for loss of pay during that period. In determining the amount of pay to make a reserve employee whole, the employer shall use the average scheduled hours assigned to the position per the last six (6) pay periods excluding overtime. The Employee will report for work whenever his/her jury duty does not conflict provided however, the employee will not be required to work later than 7:00 p.m. on any day he/she is requested to report for jury duty or for no more than eight (8) hours per day (jury duty and work). Any reasonable rearrangement of work hours will be made. In making the employee whole, his/her wages will be computed as if he/she had worked on the first shift at straight time and be paid in full therefore, minus the amount evidenced by his/her jury check. In no event shall jury allowance be made in any one year to an employee for over eight (8) weeks of such service. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining postponement of said jury duty.

B. Bereavement Leave

When death occurs in the immediate family of an employee who has completed the probationary period with the Employer and when such employee is absent from work by reason of the death and bereavement, the Employer will make payment for up to the following maximum periods:

- Up to three (3) normally scheduled working days for a spouse, parent, child, brother, sister, grandparent, step-parent, step-child, step-brother or step-sister.

- Up to two (2) regularly scheduled working days for a grandchild, parent-in-law, son or daughter-in-law, brother or sister-in-law, grandparent-in-law, niece, nephew, great grandparent, aunt or uncle.

Such leave shall be the day of the funeral and the days immediately prior and subsequent thereto unless different days are agreed upon between the employee and the Employer. Pay will be limited to the employee’s regular scheduled shift on each calendar day, computed solely at the employee’s regular straight time hourly rate and will not be paid where it duplicates any other pay for the same hours.

Employees may request additional time off without pay, if so desired. The employee shall notify the supervisor or other designated administrative employee at the earliest possible opportunity following knowledge of the need for such leave of absence.
ARTICLE XIV - UNPAID LEAVES OF ABSENCE

A. Medical Leave of Absence

The Employer shall grant any employee unable to work due to injury, disability, or medical condition including but not limited to, inability to work due to pregnancy-related conditions, child birth and parenting, a leave of absence without pay for a maximum period of one (1) year. Whenever possible, the employee shall request such leave in advance, preferably at least two (2) weeks in advance, and shall, whenever possible, inform the Employer of an anticipated date of return to work. The employee shall periodically keep the Employer informed of his/her progress toward recovery during the leave of absence. The employee shall provide the Employer with at least three (3) weeks advance notice of his/her ability and desire to return to work. If such notice is given, the Employer shall return the employee to his/her regularly scheduled position upon certification by a physician of the employee’s ability to return to work if the employee returns within three (3) months. After three (3) months, if such notice is given, the Employer shall return the employee to a position of comparable hours and duties, which may not include reinstatement to the same shift or location, upon certification by a physician of the employee’s ability to return to work.

One extension of not more than three (3) additional months may be granted if the employee requests an extension, in writing, at least fifteen (15) calendar days in advance of the expiration of the original leave.

B. Personal Leave of Absence

In addition to any unpaid leaves of absence required by law, employees may be granted an unpaid personal leave of absence for a period not to exceed one hundred twenty (120) days at the discretion of the Employer. All requests for such leave shall be made in writing at least two (2) weeks in advance; exceptions to the two (2) week notice period maybe granted by the Administrator. Such requests shall be granted on a nondiscriminatory basis. Employees may not hold other employment while on a personal leave of absence, except employment held prior to the leave of absence; violation of this provision constitutes good cause, and will result in termination from employment with the Employer.

For all personal leaves of less than two (2) months in length when the employee specifies a return date when the leave begins, the employee shall be returned to his/her regularly scheduled position if he/she provides the employer with notice at least three (3) weeks in advance of his/her desire to return to work.

For all personal leaves of more than two (2) months in length, or for leaves of less than two (2) months in length if an employee did not specify a return date when the leave began, the Employer does not guarantee a position for such employee, but shall try to return the employee to a position of comparable hours and duties which may not include reinstatement to the same hours, shift or location, if the employee provides the Employer with at least three (3) weeks advance notice of his/her desire to return to work. If no position of comparable hours and duties is available, the employee shall be placed on layoff status.
C. Relationship to Leaves of Absence Required by Law

The Employer shall grant leaves of absence as may be required by law. Any such leaves shall be included in calculating length of leave provisions under paragraphs A and B hereof. At the date of execution of this Agreement, such legally required leaves of absence include at least school conference and leaves for military leave, bone marrow donation, activities leave, sick child care leave, care of sick relative leave, and birth or adoption leave for those employees meeting the requirement of law. Except to the extent specifically provided in this Agreement, the Employer shall not be required to provide more leaves of absence than are required by law.

D. Benefits While on Unpaid Leave of Absence

Paid time off benefits do not accrue during any unpaid leave of absence.

The Employer shall pay the Employer’s share of the insurance premiums for the first three (3) months of an unpaid leave. The Employer shall pay the Employer’s share of the insurance premium for the first one (1) month of an unpaid personal leave. After that time, an employee on leave of absence may continue coverage under the Employer’s group health insurance and other insurance plans by paying the cost thereof.

There shall be no break in seniority during the period of a leave of absence.

E. Failure to Return from Leave

Any employee who fails to report to work at the expiration of a leave, without verifiable reason that is related to the leave, shall be considered to have voluntarily quit.

ARTICLE XV - PAID TIME OFF

A. Paid time off is provided to all employees based on compensated hours worked. Paid time off may be used for vacation, holidays, sick time and personal time off.

Paid time off shall be paid only for scheduled work hours that an employee takes off.

B. PTO Accrual

Paid time off accrual is based on the following schedule. For purposes of accrual, accrued hours shall be based against 2,080 compensated hours. Employees shall be allowed to take time off up to forty (40) hours per calendar year without taking paid time from their PTO bank.

<table>
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<td>256.8 hours</td>
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</tbody>
</table>
10 – 14 years 280.8 hours
15 + years 356.8 hours

C. Advance Payout of PTO

An employee requesting time shall be paid time off from his/her PTO Bank to the extent that the employee has accrued paid time off within his/her PTO Bank. An employee who would otherwise be eligible for unpaid leave shall not be denied leave of absence because the employee does not have accrued paid time off within his/her PTO Bank. Employees shall be granted time off based on anticipated accrual of PTO.

PTO time shall be paid to employees on a separate check on the preceding pay day before leaving for vacations as long as the Employer has received prior notification before the end of the preceding pay period. Employees may not exceed their regularly scheduled hours.

D. Cashout

Accrued but unused paid time off in excess of hours which maybe accrued in one year (based on the above table), will be paid to the employee on the pay day following the employment anniversary date, the maximum cash out shall not exceed one (1) year of PTO time. Employees shall have the option of carrying over one (1) years’ worth of PTO time into the following year. Accrued time that has not been used will be paid to the employee upon termination of employment.

E. Accrual of Paid Time Off

Paid time off begins accruing immediately but may not be used until after sixty (60) days of employment.

F. Holiday Occurrence

If a holiday falls in any pay period, employees can take eight (8) hours from their PTO account regardless if the holiday is worked or not.

G. No Work During Vacations

Employees shall not be called to work on a vacation day.

H. Sick Call-Ins

No employee shall be required to find his/her own replacement when he/she calls in sick.

I. Arrangements for Planned Absences

Arrangements for vacation must be made in a timely fashion and well in advance with the approval of the Employer. Every effort will be made to grant vacations at the time requested, provided however, it does not affect the operation of the facility in a detrimental manner.
Vacations may be taken any time during the calendar year. Employees may submit future vacation requests between January 10 and January 25 of each year. Such requests shall be considered as a group and granted on a seniority basis and posted by February 1 of each year. All other requests shall be on a first-come basis. In the event that a request for vacation (other than January 10 through 25) is made simultaneously by more than one employee under such circumstances as to hinder the operation of the department, the employee with the most seniority shall be given preference as to vacation choice. Supervisors shall respond to vacation requests within no more than ten (10) days. Employees may exchange scheduled vacation time with other employees with the approval of the supervisor.

The Employer shall grant at least one vacation request per shift and per job classification during the same Monday through Sunday workweek; the Employer may grant additional requests as staffing levels permit.

Employees shall not be required to find their own replacements for planned time off unless the request comes in with less than two (2) weeks notification.

ARTICLE XVI - SENIORITY

A. Seniority Lists at Intervals

Seniority lists shall be placed upon and remain upon the designated bulletin board and copies thereof shall be furnished to the Stewards and to the Union. Semi-annually each year, or in the event of layoff or job bidding, such lists shall be revised and posted as required above.

B. Seniority

Seniority shall be defined as the employee’s last date of hire with the Employer for all employees on a system-wide basis regardless of any changes in classification including on-call employees. Calculating benefits shall be measured from the date of hire. In the event that two (2) employees have the same hire date, the employee with the most accumulated hours worked will have the most seniority.

C. Trial Period for Transferring Employees Out of Classification

All transferring employees shall have a trial period of sixty (60) days for full-time employees and ninety (90) days for part-time employees. During this period, either the employee or Employer may decide that the employee shall return to his/her previous classification, if open. If there is no open position, the employee would go to layoff status and be awarded the first available position.

D. Temporary Employees Who Replace “On Leave” Permanent Employees

The Employer may hire a temporary employee to replace a permanent employee who is on leave of absence or vacation. The temporary employee may be terminated with or without cause upon return of the regular employee from the leave of absence or vacation.
A temporary employee accrues no seniority until such time as he/she becomes a permanent employee and his/her seniority shall then revert to the date he/she was first employed by the Employer. Temporary employees shall be eligible to bid on all vacancies and promotions.

E. Layoff

1. In reducing the number of employees or making a permanent reduction in hours, the Employer will determine the number of positions and/or hours to be reduced within a classification. Layoffs and permanent reductions in hours shall be made in reverse order of seniority. Employees shall be given fourteen (14) calendar days’ notice of layoff or pay in lieu thereof and copies of such notice shall be sent to the Union office.

2. Prior to placing employees on layoff, the Employer will first offer voluntary layoff and also offer the employees in the effected department an opportunity to voluntarily request leaves of absence without pay for a period of not more than thirty (30) calendar days. The Employer will not permanently fill the employee’s position during the period of such leave of absence.

3. If an employee is being reduced or laid off in his/her classification, he/she shall have the right, by seniority, to bump into another classification.

4. During a period of time when employees are in a layoff status, the Employer shall not hire into a position for which laid off employees are qualified unless the employees have been offered and refused available work and copies of such notice shall be sent to the Union office.

F. Recall

Employees shall be recalled in order of seniority. Employees shall retain recall rights for a period equal to their accrued seniority up to a maximum of one (1) year.

G. Reduction Other Than Layoff

When a temporary reduction in hours becomes necessary on a day-to-day, shift-to-shift basis, the Employer shall make such reductions on the affected staff as outlined in the following steps:

1. The Employer shall first ask for volunteers on the affected shift.

2. If no employee volunteers, the Employer shall reduce the hours of work of the least senior employee on the affected day and shift by job classification as necessary to meet the required reduced hours of work. Where such hour reductions taken from one employee will have a detrimental effect on the operation of the facility, the Employer may distribute such reductions between the two least senior employees on the affected day and shift in the job classification.
Employees who lose regularly scheduled hours in such reduction shall receive credit for those hours lost for purposes of seniority and benefits.

It shall be the responsibility of the employee to keep the Employer informed of his/her current address and to notify the Employer at once, in writing, of any change of address.

H. Loss of Seniority

In the event an employee is offered another job by the Employer outside of the bargaining unit and the employee accepts such job and leaves the bargaining unit, such employee shall lose all of his/her seniority rights under this Agreement.

An employee shall lose seniority and seniority shall be broken for any of the following reasons:

1. if the employee voluntarily resigns,

2. if an employee is discharged,

3. failure to report to work after a layoff within five (5) work days after receipt by certified mail of written notice of recall sent by the Employer to the employee at his/her last address of record on file with the Employer,

4. failure to report to work at the expiration of a leave of absence pursuant to this Agreement,

5. accepting employment elsewhere while on a leave of absence;

6. continuous layoff for a period of greater than one (1) year.

An employee whose seniority is lost for any of the reasons outlined in this section shall be considered as a new employee if he/she is again employed by the Employer.

If an employee voluntarily resigns, the resignation shall be effective the last day upon which the employee earned wages.

I. Vacancies

All vacancies, whether in existing or proposed new classifications, shall be posted for at least five (5) days excluding weekends before being filled. A copy of the posted vacancies shall be sent to the Union at the time the vacancy is posted.

All applicants to fill a vacancy must meet the minimum qualifications for the position. As between any employee applicants, vacancies shall be filled according to qualification and classification, then facility-wide seniority. Where two applicants are equally qualified, seniority shall prevail. If the Employer fails to give such notice as herein required, the senior employee requesting such transfer or promotion shall be give the position. Temporary assignments may be made during the required five (5) day notice period only.
Employee’s seniority can only be used when bidding on positions within their own classification. An Employee bidding into another classification shall be awarded a position before external applicants, but only after consideration has been given to qualified applicants from within the classification.

An employee transferring to a new position will retain his/her seniority.

ARTICLE XVII - WAGES

A. Wage Scales

Effective the first payroll period after ratification and execution of this Agreement, start rates shall be as follows:

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Direct Support</td>
<td>11.98</td>
</tr>
<tr>
<td>LPN</td>
<td>22.61</td>
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</table>

In addition, effective the first payroll period beginning after ratification, all bargaining unit employees shall receive a 1% increase to their wage rate effective the first payroll period after ratification and execution of this Agreement. As a further matter, non-probationary bargaining unit employees as of the date the Agreement is ratified and executed, will receive $50 in gift cards from Target.

B. Training

Employees who are assigned to train other employees shall receive a $25.00 gift card for every 25 hours they train new employees. Pool and light duty employees are not eligible to do training. Employees who are going to be assigned to training shall go through a program so that all training is done the same. These employees shall be notified the day prior to doing the training. The trainer shall also do an evaluation of the employee being trained.

Trainers shall be responsible for training pool employees.

C. Advance Notice Four (4) Hour Guarantee

Employees required to report for work will be guaranteed at least four (4) hours pay or the length of the regularly scheduled shift if less than four (4) hours.

D. Cancellation Fee

Employees who are not notified three (3) hours before a cancelled shift shall be paid for the entire shift.

E. Pay Days - Employer Computations
Definite paydays shall be established on a regular two-week pay period. An employee shall be permitted to know on what basis his or her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of his/her total take-home pay, if requested. Seven (7) working days shall be allowed the Employer to make up and distribute the payroll.

F. Inservice Meetings

Should employees be required to attend in-service meetings, they will be paid at their applicable rate of pay, provided however, employees attending an in-service on their day off shall be paid a minimum of one (1) hour’s pay. All mandatory in-services shall be offered a minimum of two (2) times.

Any employee who comes into work to attend a mandatory in-service meeting and was not properly notified of the cancellation of the meeting shall receive one (1) hour of pay. In order to receive this pay, the employee must sign in on the attendance sheet.

G. Weather Emergencies

The Employer may declare a weather emergency for one or more shifts or partial shifts of work when weather conditions present unusual difficulty in traveling to the facility. Employees who report to work late or who cannot make it in shall not have the time counted against them for occurrence or discipline.

H. Paycheck Errors

If the employee identifies a paycheck error prior to noon on the Friday that paychecks are handed out, the paycheck error will be rectified by 5:00 pm the same Friday. If the employee identifies the paycheck error after noon on Friday but prior to 5:00 pm on Friday, the paycheck will be rectified by noon on Monday. In the event that the employee identifies the paycheck error after 5:00 pm on Friday and the error is greater than fifty dollars ($50.00), the Employer will provide the employee with a no-interest loan equal to the amount of the error until the paycheck error is rectified. In all situations, the paycheck will be rectified as soon as practicable but not later than the next pay day.

ARTICLE XVIII - HEALTH AND WELFARE

A. 401K Plan

Any employee who works 1000 hours per plan year shall be eligible for enrollment in the 401 (K) pension plan. The coverage shall become effective on the first of the month following completion of 1000 hours of work. If an employee contributes to his/her 401K plan, the Employer will make matching contributions up to two percent (2%).

B. Health Insurance

Any employee who is compensated an average of at least sixty (60) hours per pay period for three (3) consecutive months shall be eligible for enrollment in the Employer’s current hospitalization and medical insurance health care plans for the following three (3)
months (to be received quarterly). The coverage shall become effective on the first of the month following the month in which the employee meets the eligibility requirement. The Employer shall pay seventy-five percent (75%) of the single premium and fifty percent (50%) of single plus one or family coverage per month.

The Employer shall notify the Union of any denial of a claim for benefits and the reasons therefore only if the employee authorizes the Employer to give such notification.

C. Dental Insurance

Any employee who is compensated an average of at least sixty (60) hours per pay period for three (3) consecutive months shall be eligible for enrollment in the Employer’s current dental insurance plan. The coverage shall become effective on the first of the month following the month in which the employee meets the eligibility requirement. The Employer shall pay seventy-five percent (75%) of the single premium and fifty percent (50%) of single plus one or family coverage per month.

D. Pre-Tax Dollars

The Employer will provide a voluntary Flex Pre-Tax dollar program to employees.

E. Life Insurance

After ninety (90) days of employment, the Employer will provide life insurance in the amount of $15,000.00 for employees authorized forty (40) or more hours per pay period.

F. Long-Term Disability Insurance

One (1) year from the date of hire, employees shall be eligible for enrollment in the Employer’s disability insurance plan at no cost to the employee.

G. Physical Examination/Tuberculosis Test

If a pre-employment tuberculosis test is required, it will be provided at the Employer’s expense.

After the initial tuberculosis test, if an annual chest x-ray and/or physical exam is required, it will be provided by the Employer. The cost of any routine laboratory tests required in this connection or in connection with a physical examination paid for by the Employer shall be paid by the Employer. An annual physical examination will be furnished the employee if desired by the Employer. The employee will be given a report of the examination and the Employer will keep confidential record of the examination.

H. Short Term Contagious Illness

In the event an employee contracts ring-worm, lice, or pink-eye after working with a client in the facility during the time period the client was contagious, the employee will receive
compensation for scheduled hours missed during the 24-hour course of treatment following
diagnosis of the illness. Upon production of applicable receipts, Axis will reimburse the
employee up to thirty dollars ($30.00) for the cost of treatment.

ARTICLE XIX - LABOR-MANAGEMENT MEETING

The parties are in agreement that full cooperation and understanding between the parties
and a harmonious relationship will promote efficient performance which is in the interest of
both the employees and the Employer. To this end, it is recognized that matters other than
formal grievances may arise which may be appropriate to discuss in a “Labor-
Management” meeting.

ARTICLE XX - MISCELLANEOUS

A. Safety and Health

The Employer agrees to provide a safe and healthful work environment for employees and to
maintain high standards of workplace sanitation, ventilation, cleanliness, light and safety in
general.

B. Job Descriptions

The Employer will maintain job descriptions for all classifications covered by this
Agreement. Job descriptions will be made available to a Union Representative or
interested employees.

C. Accidental Breakage

Employees shall not be held liable for accidental breakage of glassware and fragile
equipment during the course of their duties. Employees will be held liable for fragile
equipment damaged or destroyed due to the employee’s misuse, careless handling or
improper storage of Employer or resident property.

D. Change of Status

A change in status from full-time to part-time or vice versa or from one classification to
another shall not work a forfeiture of earned benefits.

E. Personnel Files

An employee shall be entitled to inspect his/her personnel file including but not limited to,
performance appraisals, disciplinary notices, and attendance records in the presence of a
representative of the Employer. All files are to be held in confidence so that other staff does
not have access to the information contained therein.

F. Parking

The Employer will continue to provide free parking.
G. Mileage

The Employer will reimburse employees the current IRS rate for miles when an employee uses his/her vehicle for work related use. The employee shall submit a form including miles and parking expenses.

H. No Strike or Lockout

There shall be no strike, slowdown or lockout during the term of this Agreement. The prohibition against strikes, slowdowns and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Article V.

I. Work Load

It has been the philosophy of both parties to keep the shifts filled. If a shift is down on desired staffing, the supervisor/shift coordinator or program supervisor shall make an effort to fill the openings. In the event there are no volunteers, the supervisor/shift coordinator will work the position that is open.

Employees who have an accommodation and who cannot do substantial part of their job shall not be counted in minimum levels.

Temporary or pool employees who work at Axis on Ames must be able to perform the full job description.

J. Mandating

There must be at least one person working at all times when clients are at home. The minimum ratio is 1:6. Minimum staffing levels during client awake hours are 1:3 for six person homes, 1:4 for Glenhill and 1:2 for Belmont.

The least senior person on the prior shift in the facility would be mandated to stay with at least a one (1) hour notice if minimums are not met.

When mandated, the employee shall receive two (2) times his/her hourly rate of pay for all time mandated beyond the regularly scheduled hours of the employee. If the employee is mandated on a holiday, the employee shall receive three (3) times his/her hourly rate of pay for all time mandated beyond the regularly scheduled hours of the employee. In no event shall the hourly wages of the employee be stacked or result in the employee being paid wages beyond two (2) times his/her base rate of pay.

K. Severability Clause

In the event that any part or provision of this Agreement should be found to be unlawful, such part or provision shall be null and void and the other parts and provisions shall remain in full force and effect.
ARTICLE XXI - EDUCATIONAL DEVELOPMENT

Employees who would like to attend educational workshops and/or seminars, etc., relating to their employment shall have the course paid for and shall receive full pay for their time lost and shall be excused from their duties in order to do so. The approval by the supervisor of such workshops and/or seminars shall not be unreasonably denied. The Employer will provide some CEU classes for LPN's to acquire CEU credits.

Employees bidding into open positions that require medication training shall have that training provided by the Employer.

ARTICLE XXII - LOBBY DAY

Axis shall provide up to maximum of four (4) hours of wages for individuals to participate in activities sponsored by ARRM or the subsequent successor to the trade association that lobbies on behalf of funding for Intermediate Care Facilities for individuals with the Diagnosis of Mental Retardation provided that a client of Axis accompanies the employee.

Axis will pay wages for 10 bargaining unit members to attend a SEIU Lobby Day annually if they are accompanied by a client.

ARTICLE XXIII - NO SUBCONTRACTING

There will be no sub-contracting of bargaining unit work. Sub-contracting does not include utilization of temporary agency personnel or service or special project contracts which does not result in the layoff of an employee or elimination of an entire department.

ARTICLE XXIV - COMMITTEE ON POLITICAL EDUCATION (COPE)

The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE, $ per pay period from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

The Union will hold the Employer harmless from any dispute within employee concerning deductions made.

ARTICLE XXV - DURATION AND RENEWAL OF CONTRACT

Except as otherwise provided, this Agreement shall be effective from December 1, 2016 through and including November 30, 2019. This Agreement shall remain in full force and effect unless either party shall notify the other party, in writing, at least ninety (90) days prior to November 30, 2019, or November 30 of any year thereafter of its intention to change, modify or terminate this Agreement. If the parties provide such notice, the parties are limited to negotiating wages, benefits, and two (2) additional items of each party’s choice.
The Contract shall be subject to reopening upon the written request of either party with 30 days’ notice, effective either November 30, 2017, November 30, 2018 (without respect to whether reopening takes place as of November 30, 2017) or at such other time, if any, that the State of Minnesota approves an increase in the reimbursement rate applicable to the Employer, for the limited purpose of negotiating wages only. Article XX- H, the No Strike, No Lockout provision of this Agreement shall be waived for the purpose of the wage re-openers.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed the day and year first above written.

SEIU Healthcare Minnesota
By
Date 4-5-17

Axis Minnesota
By:
Date 4-18-17
Letter of Understanding

Between

Axis Minnesota, Inc.

and

SEIU Healthcare Minnesota

The following Agreement was reached in the 2010 Contract Wage Re-opener Negotiations and remains in effect:

It was agreed to delete the classifications of Reserve D.S. and Reserve L.P.N. as there are no employees in such classifications, with the understanding that should these classifications be reestablished, the Employer recognizes the Union as the bargaining representative for such classifications.

By

Nancy Turner, Administrator
Axis Minnesota, Inc.

Date 4-5-17

By: 

Kevin Kuehn, Internal Contract Organizer
SEIU Healthcare Minnesota

Date 4-5-17
Letter of Understanding  

Between  

Axis Minnesota, Inc.  

and  

SEIU Healthcare Minnesota  

The following Agreement was reached in the 2010 Contract Wage Re-opener Negotiations and remains in effect:  

It is the understanding of the parties that the employees shall be scheduled for either an eight (8) or a ten (10) hour shift, per Article XI (b) of the Collective Bargaining Agreement, unless it is mutually agreeable to both the employee and the Employer to be scheduled less than an eight (8) or more than a ten (10) hour shift. The Employer shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible work schedule to which the employee has agreed.

By /s/ Nancy Turner  
Nancy Turner, Administrator  
Axis Minnesota, Inc.  

By: /s/ Lisa Weed  
Lisa Weed, Internal Contract Organizer  
SEIU Healthcare Minnesota

Date 1/15/10  

Date 1/15/10
Letter of Understanding
Between
Axis Minnesota, Inc.
and
SEIU Healthcare Minnesota

The following Agreement was reached in the 2016 Contract Negotiations and remains in effect:

The parties agree to form a Labor/Management committee to review alternative health care plans that offer more affordable premiums, lower co-pays and deductibles, and more effective coverage. The LMC will comprise an equal number of management and Union members, with the total number as agreed upon by the parties. Should the Employer and Union reach agreement on an alternate health care plan through this process, it shall be instituted for open enrollment at the end of 2017 in preparation for 2018. If the parties do not reach agreement on changes, the current CBA language in Article XVIII will remain unchanged.

By Nancy Turner, Administrator
Axis Minnesota, Inc.

Date 4/3/17

By: Kevin Kuehn, Internal Contract Organizer
SEIU Healthcare Minnesota

Date 4/5/17
1. Was the member given advance warning of the probable consequences of their actions?

2. Was the rule/policy/management’s request reasonable related to efficient and safe operation?

3. Was the alleged violation of the rule, policy, or management’s request fully investigated prior to corrective action?

4. Was the investigation fair and objective?

5. Did the investigation uncover substantial proof of guilt?

6. Was the employer’s treatment even handed and non-discriminatory?

7. Was the corrective action reasonably related to the member’s work record and the gravity of the offense?
The “Just Cause” provision in our contracts protect us against unfair and unjust discipline that employers hand out. The Key sentence in our contracts usually reads “The employer shall not discipline or discharge any employee without just cause”. It may say “cause” or fair cause” or something to that affect, but the meaning is the same: the employer can’t discipline us because they feel like it, there has to be a reason and they have to show us proof.

Stewards must be ready to handle all sorts of discipline cases, from warnings to suspensions to firings. Using the 7 Tests of Just Cause on the other side of this card, will help us represent our members fairly and powerfully.

If the employer has violated any of the 7 Tests of Just Cause, it makes their case weaker. When we are able to prove they haven’t met the standards, we win grievances. These tests have been upheld by arbitrators since a 1966 U.S. Supreme Court decision.