

Airport Passenger Services Master Agreement

March 1, 2020- January 31, 2024

Between

The Service Employees International Union

Local 26

And the following companies\*

G2 Secure Staff

Prospect

ABM Aviation

ERMC

US Aviation

\*Refer to your specific company for any sideletters

regarding company specific policies.

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## **AGREEMENT**

This Agreement is made and entered into as of March 1<sup>st</sup>, 2020 by and between THE COMPANY (hereinafter called the "Company") and the Service Employees International Union Local 26 (hereinafter called the "Union"). WITNESSETH

The signatories to this Agreement are separate entities that have agreed to jointly enter into this Agreement. However, nothing in this Agreement is to be interpreted that the Companies have a joint employment or any other type of employment relationship beyond the language of this Agreement.

### **ARTICLE 1: TERRITORIAL JURISDICTION**

- 1.1 This Agreement shall be effective at the Minneapolis-St. Paul International Airport ("Airport").

## **ARTICLE 2: RECOGNITION**

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for the Company's non-supervisory, non-confidential regular full-and-part time and variable hour employees assigned to work at the Minneapolis-St. Paul International Airport, but excluding employees covered by the Local 26 Contract cleaners master agreement, security master agreement or windows master agreement.

## **ARTICLE 3: UNION MEMBERSHIP**

- 3.1 Union Shop: The Company agrees that all employees covered by this Agreement shall, as a condition of employment, become and remain members in good standing of the Union within thirty (30) days after the effective date of this Agreement or after their date of hire, whichever is later, and shall continue their membership in good standing during the life of this Agreement as a condition of employment.

3.2 Dues Check-Off:

- a. Dues Withholding: The Company agrees to withhold from the wages of each employee working over twenty-four (24) hours in any calendar month, and pay to the Union, all initiation fees and dues required by the Union. The Company will deduct such dues and initiation fees for each employee who has authorized such deductions to occur on each pay period with the amount forwarded at the end of each month with (in PDF format) of a list of employees' names, addresses and phone numbers, Company date of hire , union seniority (if available), birth date, employee's status as full-time or part-time, payrate, if take healthcare, and job classification. The Union will notify the Company in advance of any changes in dues or initiation fees, in writing. The Union agrees to indemnify and hold harmless the Company from any and all liabilities if may suffer as a result of agreeing to be bound by Article 3, including court costs and reasonable attorneys' fees.

- b. Any employee who has authorized payroll deduction of dues or an amount equal to dues or service fees may revoke authorization for those payroll deductions by giving written notice to both the company 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 company and the Union, whichever occurs sooner. The company 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.
  
- c. Notwithstanding any language to the contrary, if the Company mistakenly fails or ceases to withhold dues for an employee because it receives a written notice from the employee outside the timelines in 3.2(b), the Company shall not be liable for back

dues unless and until the Company is notified thereafter by the Union that dues should be withheld for the employee, and the Company thereafter refuses to adhere to the provisions of the employee's voluntary dues check-off authorization.

- 3.3 Check-Offs or other voluntary contributions: The Company agrees to make payroll deductions for each employee who has authorized such deduction in writing in the amounts and at the times stated in the authorization into the Union's Committee on Political Education Fund, Property Services Civic Engagement (PSCE) Fund, or other legally constituted funds as established by the union. The Company agrees to remit the amount deducted to the Union by the end of the month after the deductions are made by the Company.
- 3.4 Payroll Deductions for Short-Term Loan Program. The Company agrees to make payroll deductions for full-time employees who are eligible to participate in a short-term loan program offered by a third-party bank,

contingent that the program passes due diligence and a reasonable review by the Company. The Company will make such deductions for those eligible full-time employees who voluntarily authorize such deductions on a form to be provided by the Union and shall remit said funds to the third-party bank. The Company shall not be a guarantor of any loan, nor shall the Company be otherwise liable for making any payments regarding any employee loan. The Company will cease such payroll deductions for loan repayment when the loan is repaid or when the employee separates from employment with the Company.

- 3.5 Probationary Employees: All employees hired either prior to or after the effective date of this Agreement shall not be considered regular employees of the company until after a probationary period of ninety (90) days. During the probationary period, the employees will not be covered by any of the terms and conditions of this Agreement and may be discharged with or without cause and without recourse to the grievance procedure of this Agreement.

3.6 The Company shall give new employees the union application form, check-off authorization form, and membership meeting information provided by the union. Should the Union make any significant changes to these documents the Company shall not be required to distribute the revised documents unless such changes are mutually agreed upon, and such mutual agreement shall not be unreasonably withheld. The dues checkoff form shall arrive at the union no later than 15 days after the new employee begins work. The Union shall provide written notice to the Company of the new member employees for whom they have a valid record reflecting that an employee has authorized payroll deductions for initiation fees, monthly dues, and/or voluntary contributions to the Union's Committee on Political Education Fund or PSCE Fund. Such notice shall be sent to the Company on a quarterly basis identifying each authorizing member employee by name and unique employee identification number with the type of deduction to be made, frequency of such deduction, and corresponding amount.

3.6 The company shall allow a union steward or representative to address new employees for 15 minutes at the new employee orientation. The Company will schedule this 15-minute opportunity, which takes place on unpaid time for new employees. The Company agrees that it will pay the union steward (but not a union representative) for his/her time.

#### **ARTICLE 4: NON-DISCRIMINATION**

- 4.1 Non-Discrimination Principle: There shall be no discrimination against any present or future employees by reason of race, creed, color, age, religion, national origin, sex, disability, veteran status, sexual orientation, marital status or Union membership.
- 4.2 The Company agrees that in the event an issue or inquiry arises involving documentation of work authorization status of a non-probationary employee, the Company shall promptly notify the employee in writing of the specific problem

and forward a copy of such notification to the Union, if not prohibited by law

- a. In the case of an I-9 Audit by Immigration and Customs Enforcement, the Company agrees to notify ICE immediately of the existence of a Collective Bargaining Agreement that determines the terms and conditions of employment of its employees.
- b. The employee will, upon written request and consistent with the business needs and legal obligation of the Company, be permitted unpaid time off up to 90 days, with no loss of seniority, for the purposes of correcting the identified problem, provided the Company is given adequate notice of planned absences and verification of the reason.
- c. Lawful changes to an employee's work authorization documentation (e.g., name change, correction of social security number, etc) shall not be cause for a break in

employment or a re-hire unless the employee is prohibited by law to work.

- d. Employees terminated for issues regarding documentation of work authorization will maintain their seniority if they are able to lawfully resolve their work authorization issue within 12 months of the date of termination and are rehired.
- 4.3 In the event of the passage of federal immigration reform, the Union and the Company agree to meet and confer on issues that may surface affecting terms and conditions of employment. It is expressly agreed that this provision shall not constitute a reopeners of this Agreement. This Agreement in its entirety shall remain in full force and unchanged.
- 4.4 The Company shall make its best efforts to accommodate members who request time for religious prayer at religiously appropriate break times.

4.5 No Sexual Harassment: The Company, the Union and employees agree to cooperate in maintaining an environment free from sexual harassment. The Company shall provide to all new bargaining unit employees an orientation on the policies and rules regarding sexual harassment and sexual assault reasonably soon after the employee commences employment, within sixty days. A union steward or representative will be allowed to be present for such training if requested.

#### **ARTICLE 5: NO STRIKE/NO LOCKOUT**

5.1 No Strikes; No Lockouts: The Company shall not declare any lockout during the life of this Agreement and the Union shall not cause, call or permit any strike, sympathy strike, work stoppage, slow down, sit down, stay-in, walkout, picketing or other interference or interruption with the Company's operation and the Union shall cooperate with the Company in bringing the same to an end. It is further agreed that the Company shall have the right to discipline and/or discharge any employee participating in

any conduct prohibited by this paragraph and that “just and sufficient cause” for such discipline or discharge shall be deemed established by the fact of such participation.

- 5.2 The Union may not engage in a sympathy strike and the employees may not refuse to work by honoring picket lines, except employees may honor lawful picket lines set up by Local 26 concerning disputes arising from the specific airport to be picketed so long as: (a) Union provides Company with at least one week's advance written notice of the planned picket line; (b) Union meets and confers with Company to ameliorate any impact of such picketing on Company's operations; and (c) Union conducts its picketing in a manner that provides Company's Employees with at least one non-picketed entrance to their work area. The union agrees that employees shall utilize any properly established reserved gate or entrance.
- 5.3 Employees shall not be required to perform duties normally performed by SEIU Local #26 members who are on strike.

5.4 Any dispute arising from this Article shall be resolved through the grievance and arbitration procedures contained in this Agreement. The Company may apply to Arbitrator Gil Vernon of Hudson, WI or Arbitrator Jeffrey W. Jacobs or another mutually agreed arbitrator for an immediate restraining order and/or injunction by providing written notice to the union not less than 24 hours in advance. The arbitrator shall be empowered to grant injunctive or other appropriate provisional relief. The Union agrees to immediately comply with any order issued by the arbitrator.

#### **ARTICLE 6: PHYSICAL REQUIREMENTS**

6.1 The company agrees to comply with all federal, State and Local law requirements pertaining to disability accommodation. If an employee is determined to be unable to perform all the essential functions of his or her position either with or without a reasonable accommodation, the employment relationship may be terminated.

- 6.2 Drug Testing: The Company reserves the right to establish and enforce any lawful policy concerning employee use, possession or transfer of drugs or testing for drugs as a condition of employment. In the event there are reasonable grounds to suspect an employee is using drugs or under the influence of drugs on the job, the Company reserves the right to impose any and all discipline, including termination for refusal to submit to lawful testing. If a post-accident test is negative, the accident does not result in a disciplinary action against the employee, and the employee is sent home awaiting the results, the employee shall receive back pay for all hours lost based on the employee's scheduled work hours.
- 6.3 Security and Background: The Company shall comply with all Federal State, and local laws pertaining to access to secured areas within the airport environment which may necessarily require employee background investigations based upon fingerprint and other personal identification data. Any refusal to supply or authorize access to information, or lack of

cooperation on the part of the employee in the course of such investigation may result in termination of employment.

### **ARTICLE 7: JOB CLASSIFICATIONS**

7.1 Employees providing passenger services assistance and cabin cleaning services are covered by this agreement. For the purpose of this Agreement the following classifications will be applicable:

- Cart driver,
- Lav and Water cart
- Lav and Water driver
- Dispatch
- Skycap
- Wheelchair Agent
- Passenger Services Assistant (Wheelchair)
- Passenger Services Assistant (Electric Cart)Unaccompanied Minor Agent
- Highlift driver
- Cabin Cleaning Agent,
- Baggage Agent & Baggage Handler System Support
- Baggage Service Agent (BSO)
- Bag Drop Agent

- Porter
- Line Queue
- Bin Runners
- Rental Car Greeters
- Private Charter Screener
- Leads/Ambassadors within the aforementioned categories

If the Company creates or acquires any other job classifications that are substantially similar to those listed above, such substantially similar job classifications shall be included under this Agreement. The Company shall notify the Union within thirty (30) days of any such new classifications.

- 7.2 For the purpose of this Agreement the following job statuses will be applicable:

Full-time - Regularly scheduled employees of thirty-two (32) hours per week.

Part-Time - Regularly scheduled employees assigned fewer than the scheduled full-time hours.

7.3 It is agreed that all work performed by the Company under this Agreement will be performed by persons who are members of the collective bargaining unit. Notwithstanding, management may temporarily perform bargaining unit work when required due to operational needs or for training purposes to ensure efficient service to airline customers. At no time will managers be used to supplant the use of bargaining unit employees.

#### **ARTICLE 8: WAGES**

8.1 Wages: The minimum wage shall be determined by the MAC policy. Provided, however, that no individual employee shall suffer a reduction in his or her wage rate as a result of this Agreement.

#### **ARTICLE 9: OVERTIME & ADDITIONAL HOURS**

9.1 Overtime: Overtime shall be paid at the rate of time and one-half the employee's regular hourly rate to all employees covered by this Agreement

for all hours actually worked in any week in excess of forty (40) hours,

9.2 The Company shall maintain a sign-up sheet containing names of interested employees who wish to work additional hours, including overtime. The Company agrees to offer any additional hours to Employees on this list by seniority:

- a. in other classifications, if and only if they are qualified to do the work
- b. prior to hiring new employees
- c. at straight time before offering overtime

This requirement is waived if the Company has less than 4 hours' notice of a vacancy, or is filling less than a full shift, and it is not operationally feasible to offer the work by seniority to employees on the list.

9.3 The Company shall make every effort to offer a schedule of 40 hours per week based on passenger demand.

- 9.4 In circumstance where the Company must require employees to stay additional hours beyond their regularly scheduled shift, the Company will whenever feasible:
- a. Provide a minimum of three (3) hours advance notice, and
  - b. Offer such additional hours to workers from the sign-up sheet established under Section 9.2. If there are no volunteers, the Company may require employees to perform the additional hours by reverse Classification Seniority.
  - c. Identify clearly the manager or supervisor with whom employees should address conflicts of schedule.
  - d. In all cases, it is the Employee's responsibility to make a good faith effort to address conflicts due to responsibilities to care for a child or sick family member in order to accommodate the Company's request.
  - e. The Company shall not unreasonably deny requests to be released from the requirement to work additional hours in

cases where the Employee has been unable to resolve conflicts due to responsibilities to a dr. appointment, school, second job, care for a child or sick family member.

## **ARTICLE 10: HOLIDAYS**

- 10.1 The company shall pay time and a half for any employees who work the following holidays.
- |                  |                  |
|------------------|------------------|
| New Year's Day   | Labor Day        |
| Memorial Day     | Thanksgiving Day |
| Independence Day | Christmas Day    |
| Eid al-Fitr      | Fasika           |
| MLK day          |                  |
- 10.2 The company shall make a good faith effort to accommodate by seniority employee requests for a paid or unpaid full shift of time off for observance of the holidays listed in Section 10.1, and the holidays below listed:

Addis Amet/ Ethiopian New Year  
Eid al-adha  
Gena

## **ARTICLE 11: VACATIONS**

11.1 VACATIONS Beginning 1/1/2021, Employees with one year of seniority or more shall have two (2) days of vacation on their anniversary date. Beginning 1/1/2021, Employees with five (5) years of seniority or more shall have 3 days of vacation on their anniversary date. This vacation shall be separate and in addition to the MAC ordinance regarding sick days. Employees should have completed at least 1250 hours worked in the previous year to be eligible for vacation hours. Vacation hours shall not be paid out upon separation.

## **ARTICLE 12: CONTRACTOR TURNOVER**

12.1 Entitlement to Undertake New Contracts: It is understood that any Union contractor is entitled to negotiate a contract with any potential customer who might have a Union agreement of his/her own employees who are covered by an Agreement with the Union.

- 12.2 The Company will comply with the MAC employee retention requirement.
- 12.3 When assuming or acquiring a new account or contract within the scope of this Agreement, the Company shall hire the incumbent employees and maintain the same number of employees as were employed at the account by the predecessor Company, except that the Company may reduce the staffing level on takeover of the account if the Company can demonstrate a commensurate, appreciable decrease in the work to be done or a different more efficient method to perform the required work. Any such reduction shall be by inverse order of seniority.
- 12.4 Employees hired by the Company shall be given credit for length of service with the predecessor Company(s) for bidding purposes, assuming the predecessor provided such information. Employees shall retain all unused MAC paid leave that was accrued with the predecessor Company. Employees hired on takeover shall not have their rates of pay reduced. The Company will maintain the total number of work

hours for the retained employees but cannot guarantee the same shifts as the predecessor company.

12. 5 The Company shall notify the Union in writing when the Company receives written cancellation of an account or part of an account from a client as soon as possible after receiving authority from its client to do so. Within ten (10) business days of receiving client approval to disclose the contract cancellation notice, the Company shall provide to the Union a list of all affected employees by name with their unique employee number, address, phone number, and company date of hire (“Employee Information”).
12. 6 The Company shall provide the Union within ten (10) business days of assuming an account a list of all affected employees and their Employee Information.

## **ARTICLE 13: OTHER AGREEMENTS**

- 13.1 In the event that Union offers any Company with a similar bargaining unit more favorable terms, including but not limited to wages and benefits and/or working conditions, than are contained in this Agreement, the Union shall immediately grant those same terms and conditions in writing to all Companies signatory to this Agreement.

## **ARTICLE 14: HEALTH BENEFITS**

- 14.1 As a condition of receiving health insurance coverage under this Article, employees shall sign appropriate documentation authorizing the Company to deduct employee premiums from wages. Any employee not signing the appropriate authorization document shall not be eligible for coverage as provided herein.

14.2 Applicability of Health Care Benefits: Effective with coverage beginning on January 1, 2018, the health care benefits described herein are applicable to employees as follows and shall replace the Company's then current health care benefit:

- a. Full-time Employees as defined by this Agreement (regularly scheduled 32 hours): The first day of the first calendar month following completion of two (2) months of full-time employment.
- b. Part-time Employees, as defined by this Agreement, who are reasonably expected, as of the employee's first date of employment, to work, on average, at least thirty (30) hours per week: The first day of the first calendar month following completion of two (2) months of employment.
- c. Part-time Employees who averaged at least 30 hours per week during the preceding 12

months of employment: Following a lawful administrative period not to exceed 90 days with coverage beginning on the first of a calendar month.

The phrases “full-time employee” and “part-time employee” refer to the definitions contained in Article 7 of this Agreement, and not the definitions contained in the Affordable Care Act unless specifically noted.

- 14.3 First Time Enrollment: The Company shall distribute enrollment packages and an enrollment form provided by the Trust Fund permitting the Company to withhold a portion of an enrolling employee's pay at least 30 days before the employee would be eligible for health care coverage. The Company shall collect completed enrollment packages and enrollment forms from employees, including the employees that decline enrollment in the SEIU Health and Welfare trust, and forward the completed enrollment packages and enrollment forms within five (5) business days of receipt from the employee.

14.4.1 Annual Open Enrollment: Each year during open enrollment as specified by the Trust Fund the company shall distribute enrollment packages and forms to all eligible employees no later than November 1<sup>st</sup>, and send the completed enrollment forms to the fund by December 1<sup>st</sup>, for coverage beginning on January 1<sup>st</sup>.

14.5 Employee Premiums:  
Upon ratification, the Company shall withhold \$192.00 per month from the pay of each employee who elects health care coverage for employees only on Plan A.

14.6 Employer Premiums:  
In addition to the amount withheld from each enrolling employee pursuant to Section 14.5, the Company shall pay over to SEIU Health and Welfare Trust the following monthly employer premium amounts with respect to each enrolling employee:

Upon ratification:           \$400.00

2021: Up to 8% increase of total plan cost

2022: Up to 8% increase of total plan cost

2023: Up to 8% increase of total plan cost

The future premiums described in this section shall not exceed the lesser of: 1) the minimum amount recommended by the health and welfare trustees to maintain the current schedule of benefits; or, 2) the percentage increase described herein.

- 14.7 The Company shall execute a Subscription Agreement with SEIU Health and Welfare Trust, thereby binding the Company to the terms of the SEIU Health and Welfare Trust Agreement.
- 14.8 Notwithstanding Article 21.2, should the health insurance provisions contained in this Agreement and/or the SEIU Health and Welfare Trust's benefit plan design: (1) fail to meet the requirements of any applicable law or regulation, or (2) cause the Company to become subject to a penalty, fine, or other assessable payment under the Patient Protection and Affordable Care Act or any related law or regulation, the Company's obligation to the SEIU Health and Welfare Trust will immediately cease.

The Union and the Company will meet to bargain over an alternative plan. In such an event, the no strike provision contained in Article 5 of this Agreement shall not apply.

### **ARTICLE 15: SENIORITY**

- 15.1 Seniority: Employees shall accumulate seniority, effective as of the first day of their Employment, provided, however, in the event of a break in employment, the employee's seniority commences as of his most recent employment. For the purpose of this 16.1, "break in employment" shall be defined as (a) termination; (b) resignation; or (c) failure to accept an offer of re-employment in a substantially comparable position after layoffs due to lack of work, promotions, advancements or recall. The Company shall take such actions described in (c) above with due regard to the seniority of employees;
- 15.2 The Company will give two weeks paid notice of any layoff period. Employees will be paid for any part of the two weeks notice not allowed to

work. This provision does not apply in circumstances when a contract is terminated with less than two weeks notice, with written proof to the union to that effect.

- 15.3 Loss of Contracts: In the event the Company loses a contract, any employee not thereupon placed in a substantially comparable open position with the Company, shall be deemed laid off employees within the meaning of Paragraph 16.3 and shall retain such status for a period of twelve (12) months. If the employee is recalled, in accordance with the recall procedure contained in this Agreement, within the said twelve (12) months period, the employee shall retain his/her full seniority.
- 15.4 Displaced Worker List. When it becomes necessary to reduce the working force, the person in their job classification with the least seniority shall be laid off first provided the employees to be retained have the ability to perform the available work; Employees who cannot be placed on active job assignments in accordance with the foregoing shall be laid off.

The company shall maintain an updated list of all laid off employees, ranked according to seniority. Employees shall remain on the displaced worker list for a period of twelve (12) months or until the employee is placed in a new position, whichever comes first.

- 15.5 Job Vacancies: Whenever a vacancy occurs in any job covered by this Agreement, said job shall be posted until filled at the Company's local principal place of business in a conspicuous place. The position shall be offered to the most senior employee covered by this agreement, in the following order, provided the employee meets the minimum qualifications to perform the job. The Company shall not be obligated to post the position vacated by the employee who accepts the position, but may fill it temporarily until the next shift bid:
- a. Employees in the same job classification, according to seniority, and employees on the "displaced worker" list according to seniority,
  - b. Employees from other job classifications, according to seniority. Company will provide

the selected Employee(s) the paid training required to meet the minimum qualification of the position.

- c. Outside applicants.

- 15.6 Shift Bids: Twice per year, the Company shall do a "shift bid" based on seniority for all employees of the same job classification to select a preferred schedule.

#### **ARTICLE 16: MANAGEMENT RIGHTS**

- 16.1 The Union recognizes it is the exclusive right of the Company to operate and manage the facility, including but not limited to the right to establish and require standards of performance; to maintain order and efficiency; to direct employees; to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type, and location of facilities; to introduce new or different services, products, methods, or

facilities; to extend, limit, or curtail the whole or any part of the operation; to select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees; to lay off and recall employees; to require overtime work of employees and to promulgate and enforce rules, regulations, and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Company, shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and cannot be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned.

- 16.2 Subcontracting. The Company shall not subcontract, transfer, lease or assign, in whole or in part, to any other entity, person, firm, corporation, partnership, or non-unit workers, any bargaining unit work presently performed or hereafter assigned to employees in the bargaining unit for purposes of circumventing the terms of this Agreement.

## **ARTICLE 17: GENERAL**

- 17.1 Furnishing of Equipment: No employee shall be required to furnish any equipment to perform his duties, unless herein provided. Companies will provide regular uniforms, with replacements within reason for loss or regular wear and tear . This will include jackets and other appropriate winter and rain gear for all Skycap, Cabin Cleaners, Lav and Water workers and any other employee who is required to work outdoors as part of their normal work requirements. There will also be a reimbursement of up to \$60 per year for shoes, with proof of receipt (on the employees anniversary date) for cabin cleaners.
- 17.2 Company Property: An employee who separates from the Company, who has been entrusted with any Company property, must return all such property to the Company upon separation. Company property included, but is not limited to keys, badges, uniforms, pagers, and other equipment.

- 17.3 Employment on Hourly Basis: The Company shall employ members of this Union on an hourly basis. The Company will allow a seven (7) minute grace period for late arrivals with no discipline except in cases where a documented pattern has been established.
- 17.4 Paydays shall be regularly scheduled to take place not less than twice monthly. At no cost to the employee, an employee may elect to have his or her paycheck electronically deposited at the employee's designated bank. Late or incorrect pay will cause a separate payment to be made on any verified pay discrepancy exceeding \$25, after the employee notifies the Company's accounting department in writing. The payment shall be made available by no later than five (5) days, excluding Saturdays, Sundays and holidays, after submission in writing.
- 17.5 Breaks:

- a. The Company agrees to allow employees to take paid restroom and/or rest periods totaling at least 15 minutes for every four

hours worked.

- b. The Company agrees to allow employees who work shifts lasting more than five (5) hours to take a thirty (30) minute unpaid meal period/lunch break.
- c. It is understood that the Company may reasonably manage breaks and meal periods to accommodate the operations of the Company. The Company agrees that meal periods shall be taken as close to the middle of the shift as practicable.

- 17.6 Shop Stewards: It is agreed that the Union may establish Shop Stewards where needed. The Union shall provide the Company written notice of all designated Shop stewards quarterly or upon a change. Shop Stewards shall have the right to investigate complaints relating to the specific terms of this Agreement at their regular job location but they shall not interfere with the operations of the Company or direct the work of any employee. A Shop Steward may conduct a union investigation on working time only with

the Company's authorization. Such authorization shall not be unreasonably denied. The Company agrees not to discriminate against or retaliate against stewards for Union activity. However, Shop Stewards are subject to the same rules, regulations, and working conditions as apply to all other employees.

- 17.7 Conference with Union Representatives: Union representatives shall be permitted with advance notice to the company to confer with employees in employee break rooms, as well as any seating area available to the general flying public, in accordance with MAC policies, provided it does not interrupt or interfere with the Company's operation. The Company agrees to cooperate with the Union in making these conferences in a reasonable manner and consistent with the demands of security and other establishment rules.
- 17.8 Bulletin Boards:  
Where possible, the Company shall furnish a bulletin board at a conspicuous site in those Company's sites where a bulletin board is

practical and permitted by the customer, and in those circumstances, shall permit representatives of the Union to post notices pertaining to Union affairs on the bulletin board.

- 17.9 Nothing in this Agreement shall result in an employee receiving less than the minimum rate of pay or benefits required by the Metropolitan Airports Commission.
- 17.10 The wages, benefits and working conditions described in this Agreement are minimums and not maximums. The Company may exceed the requirements of this Agreement but is not obligated to maintain any wages, benefits and working conditions that exceed the minimums. The Company therefore may, at the Company's exclusive discretion and at any time, unilaterally discontinue any wages, benefits, or working conditions that exceed the minimums described in this Agreement. Notwithstanding, the Company agrees that it will not reduce any individual employee's wage rate in a current position. It is also understood that any gratuities, gifts, vouchers or checks given by the

flying public to employees are of a voluntary nature and are not to be recorded or monitored in any way by the company.

- 17.11 Training Documents: All employees are required to sign any document that the contractor provides to substantiate training, i.e., safety, MSDS, OSHA, etc., provided adequate training has been offered on Company time.
- 17.12 The company shall offer free parking at Terminal 2 for all full time employees after successful completion of probationary period.

#### **ARTICLE 18: LABOR MANAGEMENT COMMITTEE**

- 18.1 Labor-Management Committee: A labor-management committee shall be established with an equal number of representatives appointed by the company and the union. The committee shall meet quarterly to review issues presented by the parties. An agenda of those subjects shall be established in advance of each meeting, and shall include such issues as training opportunities for job

advancement, health and safety, passenger safety and workload. Either party may request that FMCS facilitate the labor-management committee.

18.2 Health and safety:

- a. The Company shall provide and maintain a safe and healthy workplace for all employees, and the Company shall comply with all federal, state and local laws and regulations relating to health and safety. The Company shall provide training to cabin cleaners on the use, mixing and storage of cleaning chemicals as required.
- b. No employee shall be required to perform any work under dangerous conditions, and a failure to perform work under such circumstances, shall not be considered a cause for discharge or discipline.
- c. The Company shall furnish supplies in sufficient quantity and maintain all equipment and vehicles and wheelchairs in

such state of repair as is required to perform the work assigned.

18.3 Workload/speedup:

- a. No employee shall be assigned an unreasonable workload.
- b. An employee shall only be regularly assigned work within their classification. The Company may assign an employee to a short-term coverage of another classification, including in the event of unexpected volume increases. The Company shall make a best effort to assign employees who have been trained in the other classifications for such short-term coverage. The Company will first assign a temporary classification assignment to employees who sign a volunteer list.

**ARTICLE 19: LEAVE OF ABSENCE**

19.1 The Company shall comply with all applicable Federal, State and Local laws concerning Family

Medical Leave, Military Leave, Sick Days and other time off issues.

- 19.2 FMLA (Family Medical Leave Act): For part or full-time employees with one year of employment who have worked at least 1250 hours may take up to 12 weeks unpaid leave for the birth, foster care or adoption placement of a child or for a serious illness of any immediate family member or for him/herself. This time off is covered under the Family and Medical Leave Act of 1993 (FMLA). An employee may need to submit a statement from a medical physician verifying the need to be off of work at the time the medical leave is requested. At the end of the leave period the Company will reinstate the employee in the same job or to an equivalent position. An equivalent position is a job having the same or similar pay, hours, work performed, work conditions, job responsibilities, job security, etc. This Section is intended to meet but not exceed the requirements of the Family Medical Leave Act. If the Company is in compliance with FMLA requirements it shall be deemed to be in compliance with this Section.

- 19.3 Personal Leave: a leave of absence is a period of time away from work for reasons other than illness or disability for greater than 3 days. The Company shall not unreasonably withhold the granting of a personal leave of absence request submitted in writing, for employees who have completed 12 months of service. An employee may take one personal leave of up to ninety (90) days of leave within a 12 month period. The unpaid portion of the personal leave of absence will commence after all vacation entitlement of the employee has been exhausted. Following such leave, the employee is to be returned to their same job classification and shift schedule and rate of pay.
- 19.4 Union Leave. Upon at least fifteen (15) business days of advance written notice, not more than three (3) employees of a company at a time (or one (1) employee for Companies with fewer than 200 employees) shall be granted up to twelve (12) weeks unpaid leave in any consecutive twelve (12) month period for union business, extendable by mutual agreement. The

union will be responsible for all benefits and accruals during extended (which shall be defined as a period of twelve (12) business days or more) leave for the employee. Following such leave, the employee is to be returned to their same job classification and shift schedule and rate of pay. The Company will reasonably release the Executive Board, negotiating committee, and union stewards for one-day meetings.

- 19.5 Bereavement Leave: Full and part-time employees who have completed 12 months of service will be allowed a period of up to three (3) days off with pay to mourn the death and/or make arrangements for and attend the funeral of a mother, father, spouse, or child, provided the employee presents reasonable documentation.
- 19.6 Sick Days: Employees will accrue paid leave ("MAC Paid Leave") at a minimum of one hour for every thirty (30) hours worked. Hours worked must be actual hours worked and does not include sick, vacation or other leave hours. An employee shall have the right to carry over paid leave from year to year and accrue up to 72

hours at any given time. Employees will accrue leave beginning with the first hour of employment but may not use accrued paid leave until they have completed ninety (90) days of employment.

Employees shall be permitted to use accrued paid leave for their own personal illness or injury or for the illness or injury of others as outlined in MN States Statute 181.9413. Employees shall not be retaliated against for using accrued paid leave in compliance with this Section, as described in Section C of the MAC Minimum Wage, Paid Leave and Worker Retention Policy. Paid leave shall be paid at the employee's regular hourly rate of pay. Accrued paid leave shall not be paid out upon termination of employment. The company shall give each employee a monthly calculation of their paid leave accrual.

If an employee's need to use the paid leave is foreseeable, the Company may require advance notice of the need to use paid leave. If not foreseeable, the Company may require the

employee to provide notice as soon as is practicable. With advance notice to the employee, reasonable documentation of the reason for the paid leave may be required by the Company for repeated, suspicious, and/or consecutive absences of three or more shifts.

- 19.7 Nothing in this Article 20 shall prohibit the Contractor from providing leave to an employee who is not otherwise eligible for leave, or providing leave in an amount greater than that allowed by this Article, when the granting of such leave or increase in the amount of leave allowed is reasonable and necessary as a reasonable accommodation under the Americans with Disabilities Act and any amendments thereto, and will not constitute an undue hardship.

#### **ARTICLE 20: SAVING CLAUSE**

- 20.1 Should any part of this Agreement or any provisions herein contained be rendered invalid by reason of any existing or subsequently enacted legislation or act of any authorized

agency of government or by the decree of a court of competent jurisdiction, such will not invalidate the remaining portions thereof and they shall remain in full force and effect. The parties will immediately meet and bargain over the implementation of any required such change.

## **ARTICLE 21: GRIEVANCE PROCEDURE**

- 21.1 Definition of Grievance: A grievance within the meaning of this Agreement shall be any dispute arising between the parties hereto relating to any of the provision of this Agreement.

Verbal warnings given to an employee can be protested in writing by the Union to the Company within 10 days of the date that the employee received such warning; however, verbal warnings cannot be grieved. If an employee becomes subject to a progressive disciplinary action that is based on one or more previous verbal warning(s), a timely protest to the previous verbal warning(s) will cause the verbal warning(s) to become part of the

grievance over the subsequent disciplinary action.

21.2 Grievance Steps:

- a. Step 1: An aggrieved employee or employees, accompanied by the building steward, may consult with the employee's supervisor. If a group of employees are involved in the grievance, the steward may act as representative for the employees. The company shall not be required to recognize any shop steward unless the steward has been previously identified in writing by the Union.
- b. Step 2: An aggrieved employee or employees shall present the grievance in writing (other than a grievance relating to discharge) to the Company within ten (10) working days from the time it first arose. The Company is allowed ten (10) working days to respond to the Union in writing.

A written grievance filed under this section must include sufficient information that the Company may investigate and respond to the grievance. The grievance must include the name(s) of the aggrieved employee(s) or the aggrieved employee class representatives if any employee(s) are seeking a remedy via the grievance.

- c. Step 3: If the grievance is not settled in the second step, the Union's representative shall then meet with the Company's designated representative. That meeting will occur within ten (10) working days of receipt of the Company's response. Within five (5) days of this meeting, the Company will notify all parties, in writing, of its decision in this matter.

- 21.3 No written or verbal warnings or reprimands shall be considered for purposes of progressive discipline after nine (9) months from the date of the warning or reprimand. This does not apply to past suspensions, EEOC claims, criminal conduct, violence, or security violations, nor

does it apply to points-based attendance systems. It is expressly agreed and understood that the Company shall have equal ability to initiate grievances, but the Company grievances shall commence at Step 3, with a meeting between the Union and the Company. The Company agrees that if an employee is asked to sign a document of disciplinary action, such signature implies only receipt of the documentation.

- 21.4 Employees may be suspended without pay for a maximum of 3 days. Should the findings of an investigation not result in disciplinary action that includes an unpaid suspension from work, or does result in disciplinary action that includes an unpaid suspension for days fewer than those actually missed, the employee shall be paid for the corresponding scheduled work hours missed. This provision shall not apply when an employee is suspended pending the outcome of a matter which is in the hands of law enforcement, the TSA or the MAC.

- 21.5 Except as otherwise provided by this Agreement, no employee may be disciplined or discharged without just cause. The Company agrees that all discipline should be progressive, absent circumstances warranting immediate termination or acceleration of disciplinary procedures.
- 21.6 Arbitration. Any grievance which remains unsettled after having been fully processed pursuant to the first three (3) steps of the Grievance Procedure, as set forth in this Article, and which involves the interpretation, application of, or adherence to this Agreement, may use Federal Mediation to resolve the matter. If it is not resolved, either party may, within 10 working days of the completion of Step 3 herein, submit the grievance to arbitration with the following procedure:

The Union shall immediately request the Federal Mediation Service to furnish a panel of seven (7) arbitrators from which the parties shall alternatively strike names, with the party that filed the grievance making the first strike; and

thereby select the impartial arbitrator. The union and the employer shall meet to undertake the arbitrator selection process within ten (10) working days of the FMCS furnishing a panel of arbitrators, unless otherwise mutually agreed in writing. The expense of the arbitrator so selected and court reporter (if mutually agreed upon) shall be borne equally to the Company and the Union.

- 21.7 Failure of the party filing the grievance to process the grievance within the time limit set forth in any step of the grievance and arbitration process shall be deemed to be a waiver of that grievance. Failure of the party in receipt of the grievance to process the grievance within the time limit set forth in any step shall render the grievance automatically elevated to the next level in the grievance procedure. Should either party be delinquent in the arbitrator selection process, the other party may provide notice of its intent to unilaterally select an arbitrator. If within 5 business days of receipt of such notice, the delinquent party still has not complied, then the notifying party may unilaterally select an

arbitrator from the panel provided from FMCS, and set the date, time and location for an expedited arbitration. Any deadline herein may be extended by mutual written agreement.

- 21.8 Grievance on Discharge: When an employee has been discharged the union shall have ten (10) working days , to mail or give a copy of the grievance thereof to the Company. If these time limits are not met, the matter will be considered closed.
- 21.9 Authority of Arbitrator: The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision of any grievance properly coming before him/her, but he/she shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement nor shall he/she have the authority to award back pay to an employee in a discharge case of a period greater than thirty (30) working days beyond the date the arbitrator is selected. The arbitrator shall have authority to decide questions of statutory rights that are incorporated in this Agreement.

## **ARTICLE 22: TERM OF AGREEMENT**

- 22.1 This Agreement shall be in full force and effect from March 1<sup>st</sup> to and including January 31, 2024 and from year-to-year thereafter, unless terminated as follows: Either party may terminate this Agreement or request amendments thereto by serving sixty (60) days written notice to the other party prior to January 31, 2024 or January 31 of any year thereafter, in which terminations or amendments are requested.

SEIU Local 26 waa Hay'ada Adeegyada Shaqlaalaha ee Minnesota. Wuxaan nahay shaqaalaha Madaarka, kuwa nadaafadda ka shaqeeya, Ilaalada Guryaha iyo Shaqaalaha nadifiyeeyasha Guryaha, in ka badan 8,000 oo ku xoog badan Deeganka magalooyinka Mataanaha. Wuxaan nahay urur ka kooban 2 milyan oo xubnood oo ku nool Waqooyiga Ameerika, kuna midoobay aaminaadda sharafta iyo qiiimaha shaqaalaha iyo adeegyada aan bixinno. Wuxaan u heellannahay hagaajinta nolosha shaqaalaha iyo qoysaska iyo abuurista bulsho caddaalad iyo dadnimo ku dhisan.

Xarunta Xidhedhka ee SEIU 26: 1-855-265-6225  
Cinwaanka Boostada:  
1620 Central Avenue NE, Suite 177 Minneapolis, MN  
55413

[www.seiu26.org](http://www.seiu26.org) [www.facebook.com/seiu26](http://www.facebook.com/seiu26)

*Haddii lagugu yeedho kulan dhinaca maamulka , u akhri waxyaabaha soo socda maamulka marka uu kulanku bilaabmo: "Haddii dooddani ay sinnaba u horseedi karto in la igu edbiyo ama la joojiyo ama saamayn ku yeesho xaaladdayda shaqsiyadeed; Waxaan si xushmad leh uga codsanayaa wakiilka ururkayga, sarkaalkayga, ama wakiilkayga inay goobjoog ka ahaadaan kulankan. Ilaa uu wakiilkeyga imaanayo, waxaan door bidayaa inaanan ka qeyb qaadan doodan. "*

Heshiiska Cahdiga Adeegyada Shaqaalaha ee Madaarka  
Maarso 1, 2020- Janaayo 31, 2024

Wuxuu Ka dhexeeyaa  
Ururka Shaqaalaha Adeega Caalamiga ah26  
Iyo shirkadaha soo socda  
\* Shaqaalaha ilaalada Guryaha G2  
\*Prospect  
\*ABM Duulista  
\*ERMC

Duulista Hawada Mareykanka\* Tixraac shirkaddaada gaarka ah wixii waraaqo ah ee ku saabsan siyaasadaha

gaarka ah ee shirkadda. ... [Fariinta la jarjaray] Arag  
fariinta oo dhan

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## **HESHIISKA**

Heshiiskan waxaa la sameeyey oo la galay February 1dii wawaanu ka dhaxeyaa US Aviation (halkan loo yaqaan "Company") iyo Adeeggayaasha Shaqaalaha Caalamiga ah ee Midowga Local 26 (halkana loo yaqaano "Midowga"). WITNESSETH

Saxiixayaasha Heshiiskani waa hay'addo kala gaar ah o si wada jir ah u galay heshiiskan. Si kastaba ha noqotee, dhinacyadani kuma jiraan heshiis wada shaqaynayneed oo ka baxsan heshiiskan, qdobada heshiiskana looma fasiri karro si ka duwan qdobadda heshiiskan.

### **QODOBKA 1: XUDUUDAHA KU MEEL GAADH KA AH**

- 1.1      1.1 Heshiiskani wuxuu ka dhaqan gelaya. Madaarka Caalamiga ah ee Minneapolis-St. Paul ("Garoonka Diyaaraddaha").

## **QODOBKA 2: AGOONSIGGA**

- 2.1 Shirkaddu waxay u aqoonsan tahay Ururka shaqaalaha inuu yahay wakiilka u gaarka ah gorgortanka gaarka ah ee shirkadda ee shaqaalaha aan kormeerka ahayn, si qarsoodi ahayn saacado buuxa iyo waqtii-buuxana ahayn iyo shaqaalaha saacadaha isbeddala ee loo xilsaaray inay ka shaqeeyaan. Gegada Diyaaradaha ee Minneapolis-St Paul International, laakiin waxa aan ku jirin shaqaalaha Nadiifinta Qandaraaslahaa Maxalliga ah ee 26 iyo shaqaalaha amniga daaqadaha.

## **QODOBKA 3: KAMID NOGONSIGA MIDOWGA URURKA**

- 3.1 Xubinta Ururka: Shirkaddu waxay oggoshahay in dhammaan shaqaalaha uu quseeyo heshiiskani uu noqon doono, xaalad shuruud shaqo, ay ku sii jiri karto xubinto joogitaanka Ururka muddo soddon (30) maalmood kadib taarikhda dhaqan galka ee Heshiiskan ama kadib taariikhda shaqaalaysiinta, qaadashadda, waana inuu kusii wadaa xubinnimadooda xaalad wanaagsan inta lagu jiro Heshiiskan oo ah shuruud shaqo.

### 3.2 Kharash bixida Xubinta:

- a. Ka jarista lacagta qaadhaanka: Shirkaddu waxay oggoshahay inay ka jarto mushaharka shaqaale kasta oo shaqeynaya in ka badan afar iyo labaatan (24) saacadood bil kasta, oo ay bixiyaan lacagta Ururka, dhammaan khidmadaha bilowga ah iyo khidmadaha looga baahan yahay Ururka. Shirkadda waxay ka goyn doontaa lacagtaas iyo khidmadaha bilowga ah ee shaqaale kasta oo oggolaaday ka-goynta noocan oo kale ah inuu ku dhaco muddada mushaar kasta iyadoo qadarka loo gudbiyay dhammaadka bil kasta (qaab PDF ah) liiska magacyada shaqaalaha, cinwaannada iyo taleefannada. taariikhda Kambaniga kiradda, mudnaanta ururka (haddii la heli karo), taariikhda dhalashada, xaalada shaqaalaha ee waqtii buuxa ama waqtidhiman, haddii daryeel caafimaad la qaato, iyo qoondaynta shaqada. Ururka shaqaalaha ayaa ku wargalin doona Shirkadda ka hor isbadal kasta oo ku

yimaada lacagta ama khidmadaha bilowga ah qoraal ahaan. Ururka shaqaalahu wuxuu oggol yahay in uu caddeeyo oo hay'ad aan waxyeello u geysan shirkadda ka qaado wax kasta iyo mas'uuliyaad kasta haddii laga yaabo in uu ku xanuunsado natijio ka dhalatay oggolaanshaha in lagu xiro Qdobka 3aad ee xeerka, oo ay ku jiraan kharashaadka maxkamadda iyo khidmadaha qareenka ee macquulka ah.

- b. Shaqaale kasta oo oggolaaday ka goynta qaadhaanka mushaharka ama qaddarka u dhigma khidmadaha ama khidmadaha adeegga ayaa ka noqon kara oggolaansha goonytaas mushaharka iyagoo siinaya ogeysiis qoraal ah shirkadda iyo Ururka muddada aan ka yarayn soddon (30) oo aan ka badnayn afartan iyo shan (45) maalmod ka hor taariikh sannadeedka oggolaanshaha shaqaalaha ama taariikhda joojinta qandaraaska lagu dabaqi karo ee u dhexeeya shirkadda iyo Ururka, hadba mid kastoo dhaca si dhaqso leh. Shirkaddu way xushmeyn doontaa ruqsadaha is-qorista

shaqaalaha haddii aan lagala noqon qoraal  
ahaan inta lagu jiro muddada daaqadda,  
iyadoon loo eegayn xubinnimada shaqaalaha  
ee ururka.

- c. Si kasta oo ay tahay, haddii Shirkaddu ay si qalad ah ay u joojiso in ay magdhaw ka bixiso shaqaalaha ogaysiis ay kaga helaan qoraal awgii shaqaalaha ka baxsan waqtiga loo qabtay ee ku xusan 3.2 (b) , Shirkadda mas'uul kama noqon doonto khidmadda la soo celiyo illaa iyo inta Shirkadda la ogeysiyo midowga in Abaal Marintooda Sugan waa in la iga lexejeclaysan, qofka shaqaalaha ah, iyo Company intaas ka diiday inay u hoggaansamaan qodobada Abaal Marintooda Sugan tabaruc ah qofka shaqaalaha ah hubi-off oggolaansho.

- 3.3 Xaashida-Hubinta ama tabaruca kale ee tabaruca ah: Shirkadda waxay oggol tahay inay u sameyso dhimis mushahar shaqaale kasta oo u oggolaaday goynta noocas ah qoraal ahaan qadarka iyo waqtiyada lagu sheegay oggolaanshaha guddigii Ururka Midawga

Mawduuucyada Waxbarshada Siyaasadeed, Ka Qaybgalka Adeegyada Hantiyeed (PSCE) Sanduuqa, ama lacagaha kale ee sharci ahaan loo sameeyay sida uu asaasay ururku. The Company u ogolaaday in uu ka Asturi Xaggiinna lacagta laga jaro Ururka by dhamaadka bishaan ka dib markii laga jarin waa la sameeyey by Company.

- 3.4 Ka-goynta Mushaharka Barnaamijka Deynta Muddada-Gaab. Shirkadda waxay oggol tahay inay ka goyso mushahar dhimista shaqaalaha waqtiga buuxa ah ee xaqaa u leh inay ka qeybgalaan barnaamijka amaahda muddada-gaab oo ay bixiso bangiga saddexaad, iyada oo ku xusan in barnaamijka uu gudbiyo dadaallada saxda ah iyo dib-u-eegis macquul ah oo laga sameeyo C ompany Shirkadda. u sameeyaan jar-jaryada noocaas ah kuwa u qalma shaqaalaha waqtiga buuxa u qalma ee si iskaa ah u oggolaanaya ka-goynta noocan ah foomka ay siiso Ururka oo ay ugu gudbin doonto lacagaha la sheegay bangiga saddexaad. Shirkadda ma noqon doonto dammaanad qaan ah wixii amaah ah, Shirkadda

sidoo kale mas'uul kama aha inay sameyso wax lacag ah oo la xiriira amaah kasta oo shaqaale. Shirkadda waxay joojineysaa goynta mushaharka noocan oo kale ah ee bixinta amaahda marka deynta la bixyo ama goorta shaqaaluhu kala sooco shaqada shirkadda.

- 3.5 Shaqaalaha Tijaabada: Dhamaan shaqaalaha la shaqaaleysiyyah kahor ama kadib taariikhda dhaqangelinta heshiiskan looma tixgelin doono inay yihiin shaqaale joogto ah ee shirkada ilaa mudada tijaabada ah ee sagaalka (90) maalmood ah. Inta lagu gudajiro xilliga tijaabada, shaqaaluhu ma dabooli doono mid ka mid ah shuruudaha iyo shuruudaha heshiiskan waxaana laga yaabaa in laga saaro ama sabab la'aan ama iyada oo aan dib looga soo ceshan doonin nidaamka cabashada ee heshiiskan.
- 3.6 Shirkadda waa inay siisaa shaqaalaha cusub foomka dalabka ururka, foomka oggolaanshaha ka-tagidda, iyo maclumaaadka xubinnimada ee ay bixiso ururka shaqaalaha. Haddii Ururka isbedello muhiim ah ku sameeyo dukumiintiyadan Shirkadda looma baahna inay u

qaybiyo dukumiintiga dib loo eegay mooyee  
haddii isbedelada noocas ah la isku waafaqay,  
oo heshiiska wadaagga ah laguma doonayo in si  
macquul-darro ah looga horjoogsado. Foomka  
jeegaga lacagta ayaa soo gelaya ururka  
shaqaalaha ugu dambayn 15 maalmood ka dib  
marka qofka cusubi shaqada bilaabo. Ururka  
ayaa siin doona ogeysiis qoraal ah Shirkadda  
shaqaalaha cusub ee xubanaha ah kuwaas oo ay  
ku leeyihiin diiwaangelin sax ah oo ka  
tarjumeysa in shaqaaluhu u idmaday jarista  
mushaharka ee khidmadaha bilowga ah,  
khidmadaha billaha ah, iyo / ama tabaruc  
tabaruc ah ee Ururka Ururka Santuukha  
Waxbarashada Siyaasadda ama Sanduuqa PSCE.  
Ogeysiiska noocan ah waa in loo diraa Shirkadda  
sedexdii biloodba mar iyadoo lagu cadeynayo  
shaqaale kasta oo xubin ka ah ogolaanshaha  
magaca iyo lambarka aqoonsiga shaqaalaha ee  
gaarka ah nooca la goynayo, inta jeer ee la jaro,  
iyo qadarka u dhigma.

- 3.7 Shirkaddu waa inay u oggolaataa wakiilka ururka  
ama wakiilka inuu kala hadlo shaqaalaha cusub  
15 daqiliqo tilmaamaha shaqaalaha cusub. The

Company jadwalka this fursad 15-daqiiqo, taas oo qaadataa meel on waqtii aan la bixin waayo, shaqaalaha cusub. The Company Ogolaaday in ay bixin doonto wakiilkii ururka (laakiin aan wakiilka ururka a) waayo, isaga / iyada wakhti.

#### **QODOBKA 4: SINAAN LA'AANTA (BILAA TAKOORKA)**

- 4.1 Mabaadi'da Kala-Takoorka: Ma jiri doonto takoorid ka dhan ah shaqaale kasta oo jooga ama mustaqbal sababta oo ah isirka, caqiidada, midabka, da'da, diinta, halka aad ka soo jeedo, jinsiga, naafanimada, heerka halyeeyada, hanuuninta galimada, heerka guurka ama xubinnimada Ururka.
- 4.2 Shirkadda waxay oggoshahay in haddii ay dhacdo ama su'aal la xiriirta oo ku lug leh dukumiintiyo oggolaanshaha shaqada oggolaanshaha ee shaqaale aan tijaabin ahayn, Shirkadda waa in ay si dhakhso leh ugu ogeysiisaa shaqaalaha qoraal ku saabsan dhibaatada gaarka ah ayna u gudbiso nuqul ka

mid ah ogeysiiskaas Ururka, haddii sharcigu  
mamnuuc ka ahayn

- a. Marka laga hadlayo xisaabinta I-9 ee ay fulinayaan Hay'adda Socdaalka iyo Dhaqangelinta Kastamku, Shirkadda waxay oggolaatay inay si dhakhso leh ugu ogeysiiso ICE jiritaanka Heshiiska Wadajirka Wadajirka ee go'aamiya shuruudaha iyo shuruudaha shaqaalaynta shaqaalaheeda.
- b. Shaqaaluhu, markii codsi qoraal ah oo la jaan qaadaya baahiyaha ganacsiga iyo waajibaadka sharciga ee Shirkadda, loo oggolaado waqtii aan la bixin illaa 90 maal mood, iyada oo aan wax khasaare ah la weysanayn, ulajeeddooyinka lagu saxo dhibaataada la aqoonsaday, waa haddii Shirkadda la siiyo ogeysiis ku filan maqnaanshaha qorsheysan iyo caddeynta sababta.
- c. Isbeddellada sharciga ah ee dukumiintiga oggolaanshaha shaqada ee shaqaalaha (tusaale ahaan, magaca oo la beddelo,

sixitaanka lambarka amniga bulshada, iwm)  
ma noqon doonaan kuwo sababi kara kala-  
goyn xagga shaqada ah ama dib u  
shaqaaleysiin haddii aan loo oggoleyn in  
shaqaaluhu uu mamnuuco inuu shaqeeyo.

- d. Shaqaalahaa laga joojiyey arrimaha la xiriira  
dukumiintiyada oggolaanshaha shaqada  
ayaa sii hayn doona kala-sareyntooda haddii  
ay awood u yeeshaan in ay si sharci ah ku  
xalliyaan arrinta oggolaanshahooda shaqo  
12 bilood gudahood taariikhda taariikhda  
shaqada laga joojiyay dibna loo diro.

- 4.3 Haddii ay dhacdo marinka dib-u-habeeeynta  
socdaalka federaalka, Ururka iyo Shirkadda  
waxay ku heshiiyaan in ay la kulmaan oo ay ka  
wada hadlaan arrimaha saameeyn ku yeelan  
kara shuruudaha iyo xaaladaha shaqada. Waxaa  
si cad loogu oggolaaday in qodobkaani uusan ka  
koobneyn dib u furitaanka heshiiskan.  
Heshiiskani gebi ahaanba wuxuu ahaan doonaa  
mid sii jira oo aan beddelin.

- 4.4 Shirkadda waa inay sameysaa dadaalkeeda ugu wanaagsan si ay u qaabeysyo xubnaha codsanaya waqtii salaadda diinta waqtiyada nasashada ee diinta ku habboon.
- 4.5 No Dhibaataynta Galmada: The Company , ee Midowga iyo shaqaalaha ku heshiiyaan in ay iskaashi ee laalinta deegaan xor ka ah kadeedka galmada . Shirkadda waa inay siisaa dhammaan shaqaalaha qaybta gorgortanka cusub hanuunin ku saabsan siyaasadaha iyo qawaaniinta ku saabsan kadeedka galmada iyo faraxumeynta si macquul ah isla marka uu shaqaaluhu bilaabo shaqada, lixdan maalmood gudahood. Wakiilka ururka shaqaalaha ama wakiilka ayaa loo oggolaan doonaa inuu joogo tababarkan oo kale haddii la codsado.

**QODOBKA 5: BANAAN BAX JOOJIN / MAYA  
SHAQO-JOOJIN**

- 5.1 Banaan bax joojin; Maya Shaqo-joojin Malaha: Shirkadda ma sheegi doonto shaqo ka joojin kasta inta lagu jiro nolosha Heshiiskan Ururkana ma keeni doono, uma yeerayo ama ma

oggolaado shaqo-joojin, shaqo-joojin, shaqo  
joojinta, hoos u dhigid, fadhiis, joogitaan, socod  
goos goosasho, goynta ama wax kale faragalinta  
ama hakad galinta howlaha Shirkadda iyo Ururka  
waa in ay iskaashi la yeeshaan Shirkadda si taas  
loo soo afjaro. Waxaa sidoo kale la isku raacay in  
Shirkadda ay xaq u leedahay inay edbiso oo /  
ama ceyrisid shaqaale kasta oo ku lug leh  
dhaqan kasta oo mamnuucaya sadarkaan iyo  
"sabab macquul ah" oo loogu talagalay edbinta  
ama siideynta noocan oo kale ah waxaa loo  
qaddarin doonaa xaqiiqda ka qeybgalkaas.

- 5.2 Ururka shaqaaluhu kuma lug yeelan karo shaqo  
joojin naxariis iyo shaqaaluhu ma diidi karaan  
inay shaqeeyaan iyagoo xushmeynaya khadadka  
jiidaha, marka laga reebo shaqaalahaa inay  
xurmeyn karaan khadadka sharciga ah ee loo  
dejiyey Maxalliga 26 ee la xiriira murannada ka  
soo dega garoonka diyaaradaha ee la qorsheeyay  
ilaa iyo inta: a) Ururka wuxuu siiyaa Shirkadda  
ugu yaraan hal toddobaad ogeysiis hore oo  
qoraal ah oo ku saabsan khadka la soo  
qorsheeyay; (b) Ururka ayaa la kulmaya oo u  
gudbiya Shirkadda si loo xalliyo wixii saamayn ah

ee soo-saaridda noocaas ah ee hawl gallada Shirkadda ; iyo (c) Ururka wuxuu ku fuliyaa soo xulkiisa qaab u siinaya shaqaalaha Shirkadda ugu yaraan hal irrid oo aan laga soo dooran goobta ay ka shaqeeyaan. Ururka shaqaaluhu wuxuu ku raacsanyahay in shaqaaluhu ay ka faa iideysanayaan irrid kasta oo si rasmi ah loo dejiyay ama soo gala.

- 5.3 Shaqaalaha looma baahna inay qabtaan waajibaadka caadiga ah ee ay qabtaan xubnaha SEIU Local # 26 ee shaqo joojinta ku jira.
- 5.4 Khilaafaa kasta oo ka yimaadda Qodobkan waxaa lagu xallin doonaa iyada oo loo marayo cabashada iyo hannaanka gar-qaadidda ee ku xusan heshiiskan. The Company codsan karaan in ay dhexdhexaadiye Gil Vernon of Hudson, WI ama qaybiye Jeffrey W. Jacobs ama qaybiye kale labada dhinacba ku heshiiveen ah dhawritaanka amarka degdeg ah iyo / ama amar reebitaan oo la bixinayo ogeysiin qoraal ah ururka aan ka yarayn 24 saac ka hor. Garqaadaha waa in awood loo siiyaa inuu siiyo amar ama kaalmo kale oo ku-meel-gaar ah. Ururka shaqaalaha

wuxuu ogolaaday inuu si dhaqso leh u  
hogaansamo amar kasta oo uu soo saaray  
garqaadaha.

## **QODOBKA 6: SHURUUDAH AY RAACAYAAN**

### **KAMBINIYADU**

- 6.1 Shirkadda waxay oggolaatay inay u hoggaansanto dhammaan shuruudaha federaalka, Gobolka iyo Deegaanka ee la xiriira degitaanka naafanimada. Haddii shaqaaluhu go'aansado inuusan awoodin inuu sameeyo dhamaan howlaha aasaasiga ah ee booskiisa ama lahaanshaha guri macquul ah ama aan lahayn, xiriirka shaqadu waa laga joojinayaa.
- 6.2 Tijaabinta Daroogada: Shirkadda waxay xaq u leedahay inay asaasto oo ay dhaqan geliso siyaasad kasta oo sharci ah oo ku saabsan adeegsiga shaqaalaha, haysashada ama wareejinta daroogada ama tijaabinta daroogada xaalad shuruudo shaqo. Dhacdada waxaa jira sababo macquul ah oo looga shakiyo in shaqaaluhu uu isticmaalo maandooriye ama uu

sarkhaansan yahay daroogada shaqada,  
Shirkadda waxay xaq u leedahay inay ku soo  
rogto wax kasta iyo anshax, ay ka mid tahay  
joojinta diidmada in loo gudbiyo tijaabada  
sharciga ah. Haddii tijaabada shilka shilka kadib  
ay dhacdo diidmo, shilka ma keeno talaabo  
edbin ah oo ka dhan ah shaqaalaha, oo qofka  
shaqaalaha ah waxaa loo diraa guriga isagoo  
sugaya natijada, shaqaaluhu wuxuu dib u heli  
doonaa mushaharka dhamaan saacadaha  
shaqada lumay oo ku saleysan saacadaha  
shaqada ee jadwalka shaqaalaha.

- 6.3 Amniga iyo baadhibaan: Shirkadda waa inay u  
hogaansanto dhammaan Federaalka, iyo  
shuruucda maxalliga ah ee la xiriira marin u  
helka aagagga amniga ee deegaanka maddaarka  
oo laga yaabo inay u baahdaan baaritaanno asal  
ah oo ku saleysan sawirka faraha iyo  
macluumaadka kale ee aqoonsiga shaqsiyeed.  
Diidmo kasta oo la soo bandhigo ama lagu  
oggolaado marin u helka macluumaadka, ama  
wadashaqeeyn la'aan dhinaca shaqaalaha  
waqtiga baaritaanka noocas ah waxay ku  
dambayn kartaa in laga joojiyo shaqada.

## **QODOBKA 7: SIFEYNTA SHAQOOYINKA**

7.1 Shaqaalaha bixiya adeegyada adeegyada rakaabka iyo adeegyada nadaafadda kabida waxaa daboolaya heshiiskan. Ujeedada heshiiskan ayaa ah kalaqeybgalyada soo socda ayaa lagu dabaqi doonaa:

- Darawalka gaariga,
- Gawaarida Lav iyo Biyaha
- Lav iyo darawalka biyaha
- Shaqo geybiye (dispatch)
- Skycap
- Wakiilka Gawaarida Naafada
- Kaaliyaha Adeegyada Rakaabka (Naafada)
- Kaaliyaha Adeegyada Rakaabka (Kaarka Korantada) Wakiilka Yar ee Aan lala wehelin
- Darawalka Sare
- Wakiilka Nadiifinta Kabida,
- Wakiilka Bagalka & Nidaamka Gacanta Haysashada Bagalka
- Wakiilka Adeegga Bacaha (BSO)
- Wakiilka Weelka Bag
- Dekedaha
- Qadka safka
- Bin Runners

- Soo dhaweeyaha Macaamiisha Gawaadhida Kirada
- Shaashadaha gaarka ah ee Axdigaa
- Hogaamiyaasha / Safiirada Safiiradaha qaybahaa aan soo sheegnay

Haddii Shirkadda sameyso ama hesho nooc kale oo shaqo oo u dhigma kuwa kor ku xusan, noocyada shaqo ee sida aadka u la mid ah ayaa lagu dari doonaa Heshiiskan. Shirkadda waa inay ku ogeysiisaa Ururka muddo soddon (30) maalmood gudahood nooc kasta oo nooc ah.

- 7.2 Ujeedada heshiiskan ujeeddooyinka shaqo ee soo socda ayaa lagu dabaqi doonaa:

Waqtii buuxa - Shaqaalaha sida joogtada ah loo qorsheeyay ee soddon iyo laba (32) saacadood usbuucii. Waqtii -dhiman - Shaqaalaha sida caadiga ah loo qorsheeyay wax ka yar saacadada waqtiga-buuxa la qorsheeyay.

- 7.3 Waxaa la isku raacay in dhammaan shaqooyinka ay Shirkadda fuliso sida ku xusan heshiiskan waxaa qaban doona shaqsiyadka ka tirsan

qaybta gorgortanka wadareed. Si kastaba ha noqotee, maareyntu waxay si ku meelgaar ah u qaban kartaa shaqada qaybta gorgortanka markii loo baahdo iyadoo loo eegayo baahiyada hawlgalka ama ulajeeddooyin tababar si loo hubiyo in adeeg hufan loo helo macaamiisha diyaaradaha. Waqtina looma isticmaali doono maareeyayaasha inay joojinayaan adeegsiga shaqaalaha qaybta gorgortanka

#### **QODOBKA 8: MUSHAHARKA**

- 8.1 Mushaharka: Mushaarka ugu yar waxaa go'aamin doona xeerka MAC. Waxaa lasiiyay, si kastaba ha noqotee, in shaqaaluhu uusan ku dhici doonin dhimista mushaarkiisa ama mushaharka ka dhashay heshiiskan.

#### **QODOBKA 9: WAAJIBAADKA SAACADAHA**

#### **DHEERAADKA AH IYO KUWA LAGU KORDHIYO**

- 9.1 Waqt Dheer: Waqt dheeri ah waa in lagu siiyaa sicirka waqtiga iyo nuska shaqaalaha heerka saacadlaha saacadeed ee dhammaan

shaqaalaha ku xusan Heshiiskaan saacadaha oo dhan runtii toddobaad kasta oo ka badan afartan (40) saacadood,

- 9.2 The Company ilaaliyaan doonaa sheet calaamad-up ka kooban magacyada shaqaalaha xiiso raba inay shaqeeyaan saacado dheeraad ah, a oo ay ku jiraan saacadaha dheeraadka ah. Tuu Company ogolaado in ay bixiyaan wax saacadood oo dheeraad ah si ay u Shaqaalaha liiska this by Seniority:
- Noocyada kale, haddii iyo kaliya haddii ay uqalmayaan shaqada
  - kahor shaqaalaysiinta shaqaale cusub
  - waqtii toos ah ka hor intaadan bixin saacadaha dheeraadka ah

Shuruuddan ayaa laga tanaasulay haddii Shirkadda ay haysato wax ka yar 4 saacadood ogeysiis ku saabsan boos bannaan, ama ay buuxineyso wax ka yar isbeddelo buuxa, oo aan si muuqata u suuragal ahayn inay shaqada ku soo bandhigto kala-sareynta liiska shaqaalaha.

- 9.3 The Company doona dadaal kasta si ay u bixiyaan jadwal ah 40 saacadood todobaadkii oo ku salaysan baahida rakaabka.
- 9.4 Duruufaha ay shirkaddu uga baahan tahay shaqaalahaa inay joogaan saacado dheeraad ah oo ka baxsan wakhtiga loo qorsheeyay, Shirkadda waxay sameyn doontaa markasta oo ay suurta gal tahay:
- Bixi ugu yaraan saddex (3) saacadood oo ogeysiis ah, iyo
  - U bandhig saacadaha dheeraadka ah sida shaqaalahaa waraaqda is-qoritaanka ee lagu aasaasay Qeyba 9.2. Haddii aysan jirin tabaruceyaal, Shirkadda ayaa laga yaabaa inay uga baahdo shaqaalahaa inay qabtaan saacadaha dheeriga ah iyaga oo u rogaya kala-sooc heerka Sare.
  - Si cad u caddee maareeyaha ama horjoogaha ay shaqaaluhu la tegi doonaan isku dhacyada jadwalka.
  - Xaaladaha oo dhan, waa mas'uuliyadda Shaqaalahaa inuu sameeyo dadaal aamin ah oo wanaagsan oo lagu xalliyo khilaafaadka

- sababtuna tahay mas'uuliyadaha daryeelka ilmaha ama xubin qoyska ka mid ah oo jiran si loo waafajiyo codsiga Shirkadda.
- e. Shirkadda ma diidi doontid codsiyada in laga siidaayo shardiga looga baahan yahay in lagu shaqeeyo saacado dheeri ah kiisaska halkaas oo Shaqaaluhu awoodi waayey inuu xaliyo khilaafaadka sababao la xiriira masuuliyada dr. ballan, dugsi, shaqo labaad, daryeel ilmo ama xubin qoyska ka jiran.

#### **QODOBKA 10: FEESTOOYINKA**

- 10.1 Shirkadda waa inay bixiso waqtii iyo badh shaqaalaha kasta oo shaqeeya fasaxyada soo socda.  
Maalinta Shaqaalah | Maalinta Sannadka Cusub  
Maalinta Xuska Ciidanka | Maalinta Thanksgiving  
Maalinta Xorriyadda | Maalinta Ciidda Masiixiga  
Ciid Ciidul Fitriga | Fasika  
MLK maalin
- 10.2 Shirkadda waa inay sameysaa dadaal wanaagsan si ay u habeyso codsiyada shaqaalaha sare ee ee loogu talagay ee ah in la bixiyo mushahar ama

fasax aan dhameystiran laga qaadin fasaxyada ku xusan qeybta 10.1, iyo ciidaha hoosta ku taxan:

Addis Amet/ Ethiopian New Year  
Eid al-adha  
Gena

### **QODOBKA 11: FASAXYADA**

- 11.1 FASAXYADA ka bilaabmato 1/1/2021, Shaqaalaha la hal sano s eniorityor dheeraad ah u yeelan doonaa laba (2) maalmood oo fasax ah oo ku saabsan taariikhda guuradii ay. Laga bilaabo 1/1/2021, Shaqaalaha leh shan (5) sano ama ka badan ama ka badan ayaa lahaan doona 3 maalmood oo fasax ah taariikhda sannad-guuradooda. Fasaxu waa inuu ahaadaa mid gooni ah oo lagu daro sharciga MAC ee khuseeya maalmaha jirada. Shaqaaluhu waa inay dhammaystiraan ugu yaraan 1250 saacadood oo la shaqeeyay sanadkii hore si ay ugu qalmaan saacadaha fasaxa. Saacadaha fasaxa lama bixinayo markay kala tagayaan.

**QODOBKA 12: MARKA HESIISKA LAGALA WAREEYO**  
**SHIRKADA**

- 12.1 Uqalmitaanka in uu fuliyo Heshiisyo Cusub: Waxaa la fahamsan yahay in qandaraasle kasta oo Ururka ka mid ahi xaq u leeyahay inuu kala gorgortamo qandaraas uu la galayo macmiil kasta oo dhici kara kaas oo laga yaabo inuu haysto heshiis Ururka shaqaalahaa shaqaalahaa heeda oo ay quseyso Heshiiska Ururka.
- 12.2 Shirkadda waxay adeeci doontaa shuruudaha haynta ee shaqaalahaa MAC.
- 12.3 Markay la xisaabtamayaan ama ay helayaan koonto ama qandaraas cusub marka la eego baaxadda heshiiskan, Shirkadda waxay shaqaaleysiin doontaa shaqaalahaa ku hawlan oo ay ilaalin doontaa isla tirada shaqaalahaa ee ay ku shaqaaleysey koontada ka horaysa Shirkadda, marka laga reebo in Shirkadda ay yareyn karto shaqaalaynta. Heerka la wareegista koontada haddii Shirkadda ay soo bandhigi karto qiimeyn

macquul ah, hoos u dhac ku yimid shaqada ay  
tahay in la qabto ama habab kale oo wax ku ool  
ah oo ay ku fuliso shaqada loo baahan yahay.  
Wax ka-dhimistaas oo kale waxay noqon  
doontaa mid nidaamsan oo kala-duwanaan ah.

- 12.4 Shaqaalah shirkada ay shaqaaleysiisay shirkada  
waa in lagu siiyaa dhibcaha mudada ay la  
shaqeynayaan shirkadda (yada) shirkada horay  
loosoosaaray iyada oo loo adeegsanayo  
ujeedooyinka qandaraaska, oo loo maleeynayaa  
in qofka ka horreeyay uu bixiyay macluumaadka  
noocaas ah. Shaqaaluhu waa inay sii hayaan  
dhammaan fasaxa MAC ee aan la adeegsan ee  
lagu ururiyey Shirkadda ka horreysay.  
Shaqaalah lagu shaqaaleysiyyay la wareegida  
ma lahaan doonaan sicirkooda mushaarka.  
Shirkadda waxay sii wadi doontaa wadarta tirada  
saacadaha shaqada ee shaqala hayaha laakiin  
ma dammaanad qaadi karto isla isbeddelka la  
midka ah shirkadda ka horreysay.
12. 5 The Company oo qoraal ah marka ay ku wargelin  
doonaan Midowga Company siiyay joojiyo of  
account ama qayb ka mid ah xisaab ku qoran ka

macmiil sida ugu dhaqsaha badan ka dib markii amar qaata ay macmiil ah inay sidaa sameeyaan. Muddo toban (10) maalmood oo shaqo hesho ansixinta macmiilka u siidayso heshiiska ogaysiis baajinta, ee Company Ururka siin doonaa liiska dhammaan shaqaalaha saameysey magac leh ay tirada u gaar ah shaqaale, cinwaanka, lambarka telefoonka, iyo taariikhda shirkadda ee shaqaaleynta ("Macluumaadka Shaqaalaha").

12. 6 The Company siin doonaa Midowga gudahooda toban (10 maalmood) ganaci ee loo maleeyo ah warsan liiska dhammaan shaqaalaha saameysey iyo Warfaafinta Shaqaalaha ay.

### **QODOBKA 13: HESHIISYADA KALE**

- 13.1 Haddii ay dhacdo in Ururku u bixiyo shirkad kasta qayb la mid ah gorgortan la mid ah shuruudo aad u wanaagsan, oo ay ku jiraan laakiin aan ku xaddidnayn mushaharka iyo manfacyada iyo / ama xaaladaha shaqada, ee ka kooban heshiiskan, Ururka ayaa isla markaaba siin doona isla shuruudahaas iyo shuruudaha ku

jira. warqad qoraal ah dhammaan Shirkadaha  
saxiixaya heshiiskan.

#### **QODOBKA 14: CAAWIMAADA CAAFIMAADKA**

- 14.1 Kuwa soo socda ayaa lagu dari doonaa  
dhamaadka sadarka ugu dambeeyaa: Shirkaddu  
waxay keli keli ahaan u qaadan kartaa hab kale  
oo lagu go'aaminayo u-qalmitaanka shaqaalaha  
saacadaha is-beddelka ah ee la bixiyo iyadoo  
habkaas oo kale lagu qanco u-qalmitaanka ugu  
yar
- 14.2 Adeegyada Madaarka Caalamiga ah Corp. iyo  
SEIU Local 26  
Shuruudaha loo shaqeeyaha la wadaago  
qodobada mas'uuliyadda ee Xeerka Daryeelka La  
Awoodi Karo. Xaaladda noocaa ah, habka  
"muddada dib-u-firinta" ee 12-ka bilood ah ee  
lagu sharraxay cutubkan (c) ma khuseeyo.  
Faqradaha (b) iyo (c), kor ku xusan, waxaa loogu  
talagalay in lagu qanciyo laakiin aan ka badnayn  
shuruudaha ugu yar ee lagu qeexay qeexitaanka  
"shaqaale waqtibuuuxa ah" oo loogu talagalay  
ujeeddooyinka Shirkadda wadaagga

mas'uuliyadaha qaybta 4980H ee Xeerka Dakhliga Gudaha. Sidan oo kale, Shirkadda waxaa loo qaddarin doonaa inay u hoggaansameyso cutubyada (b) iyo (c) ee qeybaan haddii Shirkadda ay adeegsaneysuo habab lagu go'aaminayo u-qalmitaanka oo qancinaya shuruudaha ugu yar ee qaybta 4980H ee Xeerka Dakhliga Gudaha. Haddii ay dhacdo in shuruudaha u-qalmitaanka ugu yar ee lagu qeexay qeexitaanka "shaqaale waqti-buuxa ah" oo loogu talagalay ujeeddooyinka Shirkadda la wadaago mas'uuliyadaha Xeerka Daryeelka La-Awoodi karo waxaa lagu beddelay qaunuun, sharci ama go'aan maxkamadeed, cutubyada (b) iyo (c ) Qeybtaan si otomaatig ah ayaa loo beddeli doonaa si loo qanciyo laakiin aan ka badneyn shuruudaha u-qalmitaanka ugu yar ee la beddelay ee taariikhda (yada) ku habboon, iyo, ikhiyaarka gaarka ah ee Shirkadda, cutubka (a) ee Qeybtaan waa la beddeli karaa si loo xaqiijiyo in kaliya shaqaalaha sida joogtada ah loo qorsheeyay inay shaqeeyaan afartan (40) saacadood asbuucii ayaa xaq u yeelan doona caymiska caafimaadka. Laakin, si kastaba ha noqotee, in Shirkaddu ay ogeysiiso oo ay u soo

bandhigto la kulanka iyo la-tashiga Ururka kahor  
intaanay hirgelin wixii isbeddel a

- 14.3 Waa laga tirtiri doonaa gebi ahaanba waxaana  
lagu beddeli doonaa waxyabaha soo socda:  
Marka la ansixiyo, Shirkaddu waa inay ka joojisaa  
\$192.00 bishiiba mushaharka shaqaale kasta ee  
u doorta caymiska daryeelka caafimaadka  
shaqaalaha kaliya Qorshaha A.  
Aaminaadda Caafimaadka iyo Daryeelka ee SEIU  
laga bilaabo 10/15/2020, Shirkadda waa inay  
haysaa sicirka soo socda:  
1/1/2021 \$ 175  
1/1/2022 \$ 150  
1/1/2023 \$ 100  
Sanduuqa ma siinayo daryeel caafimaad  
shaqaalaha iyo carruurta ama shaqaalaha iyo  
xaasaska.

- 14.4 Waa laga tirtirayaa gebi ahaanba waxaana lagu  
beddelayaa kuwan soo socda:  
Marka lagu daro qadarka laga reebay shaqaale  
kasta ee diiwaangelinaya iyada oo la raacayo  
Qeypta 14.5, Shirkaddu waa inay ku siisaa  
shirkadda SEIU Health and Welfare Trust  
qaddarka shaqaaleeyaha ee bil kasta soo socda

ee la xiriira shaqaale kasta oo diiwaangeliya:  
Markii la ansixyo: \$ 400.00  
2021: Ilaa 8% kordhintaa wadarta kharashka qorshaha  
2022: Ilaa 8% kordhintaa wadarta kharashka qorshaha  
2023: Ilaa 8% kordhintaa wadarta kharashka qorshaha  
Prospect Adeegyada Madaarka Caalamiga ah Corp. iyo SEIU Local 26 Side Letter Khidmadaha mustaqbalka ee lagu sharraxay qaybtani kama badnaan doonaan kuwa ka yar: 1) xaddiga ugu yar ee ay ku taliyeen ammaaneyaaasha caafimaadka iyo daryeelka si loo ilaaliyo jadwalka dheefaha hadda jira; ama, 2) kororka boqolkiiba halkan lagu sharaxay.

Waa laga tirtiri doonaa gebi ahaanba waxaana lagu beddeli doonaa waxyaabaha soo socda: Iyada oo aan loo eegin Qodobka 21.2, waa haddii qodobbada caymiska caafimaadka ee ku jira Heshiiskan iyo / ama naqshadda qorshaha waxtarka ee faa'iidada ee SEIU Caafimaadka iyo Daryeelka: (1) ay ku guuldareysato inay buuxiso shuruudaha sharci kasta ama qaานuuun lagu

dabaqi karo, ama (2) ay sabab u noqoto  
Shirkadda ciqaab, ganaax, ama lacag bixin kale  
oo la qiimeyn karo oo hoos timaada Xeerka  
Badbaadinta Bukaanka iyo Daryeelka La Awoodi  
Karo (ACA) ama sharci ama qawaaniin kasta oo  
la xiriira, waajibaadka Shirkadda ee ku aaddan  
SEIU Caafimaadka iyo Daryeelka Samafalka isla  
markiiiba way joogsan doontaa Ururka  
Shaqaalaha iyo Shirkaddu waxay ku kulmi  
doonaan si ay uga gorgortamaan qorshe kale oo  
leh heerar isku mid ah tabarucaadka taasna  
haddii kale ma kordhinayso wadarta  
loo shaqeeye. Xaaladda noocaa ah, shaqo  
joojinta ku jirta qodobka Saad ee heshiiskan ma  
khuseyn doono.

- 14.4 Waa lagu dari doonaa:
- Ururka shaqaaluhu wuxuu wakiil uga yahay oo u  
dammaanad qaadayaa Shirkadda in  
qorshayaasha waxtarka ee lagu bixiyo hoosta  
SEIU Caafimaadka iyo Daryeelka Amaanada  
("SEIU Trust") ay u hoggaansamaan dhammaan  
shuruudaha ACA, oo ay ku jiraan wax ka beddel  
kasta oo lagu sameeyo, iyo in Shirkadda loo  
oggolaado inay ku tiirsanaato ku saabsan

damaanadda Ururka iyo wakiilnimada ku saabsan u hoggaansanaanta ACA. Marka laga codsado shirkadda qoraal, in aan ka badnay hal jeer sanadkii, Ururka ayaa bixin doona dukumiintiyada Shirkadda, oo ay ku jiraan warqad ra'yi ah oo ka socota la taliye SEIU Trust, oo xaqijineysa in SEIU Trust ay u hoggaansameyso ACA. Ururka shaqaaluhu wuu difaaci doonaa, magdhow siin doonaa, oo hayn doonaa shirkadda iyo la-hawlgalayaasheeda, hoosaadyada, agaasimayaasha, saraakiisha, wakiillada, iyo wakaallada oo aan waxyeello u lahayn dhammaan sheegashooyinka, khasaarada, ganaaxyada, ganaaxyada maamulka, iyo deymaha (oo ay ku jiraan khidmadaha qareennada ee macquulka ah) ka baxsan ama la xidhiidha SEIU Trust oo ku fashilantay u hoggaansanaanta ACA.

### **QODOBKA 15: KALA-SAREYNTA**

- 15.1 Kala-Sareynta: Shaqaaluhu waxay urursan doonaan kala-sareyn, laga bilaabo maalinta ugu horeysa ee Shaqaalayntooda, waa la siyyaa, si

kastaba ha noqotee, haddii ay dhacdo nasasho shaqada, kala-sareynta shaqaalaha waxay ku bilaabataa shaqadiisi ugu dambeysay. Ujeedada 16.1, "jabinta shaqada" waxaa lagu qexi doonaa (a) joojinta; (b) is casilaad; ama (c) ku guuldaraysiga aqbalida shaqada dib-u-shaqaalaynta ee u dhiganta jagada isbarbar dhiga kadib shaqada laga ceyriyay shaqo la'aan, dallacsiin, horumarin ama dib-u-celin. Shirkadda waa inay qaadaa ficillada noocaas ah ee lagu qeexay (c) ee kor ku xusan iyadoo la tixgalinayo tixgelinta shaqaalaha;

- 15.2 The Company doonaa siin doonaan laba todobaad ogaysiis xilliga shaqa kasta bixiyo. Shaqaalaha waxaa la siin doonaa qayb kasta oo ka mid ah ogeysiiska labada toddobaad ee aan loo oggolayn inay shaqeeyaan. Qodobkaan ma quseeyo duruufaha marka qandaraaska la joojiyo wax ka yar laba toddobaad oo ogeysiis ah, oo ay la socoto caddeyn qoran oo ururka ku saabsan saameyntaas.
- 15.3 Qandaraasyada Luminta: Haddii ay dhacdo in shirkaddu lunto qandaraas, shaqaale kasta oo

aan markaa lagu meelayn boos furfuran oo la mid ah shirkadda, waxaa loo qaadanayaa in lagu eryay shaqaalaha iyada oo macnaheedu yahay Faqradda 16.3 waxayna sii haysan doontaa xaaladdan oo kale muddo ah laba iyo tobantaa bilood. Haddii shaqaalaha dib loogu yeero, iyada oo la raacayo nidaamka dib-u-celinta ee ku xusan heshiiskan, muddo laba iyo tobantaa bilood gudahood ah, shaqaaluhu waa inuu sii lahaadaa derejadiisa buuxda.

- 15.4 Liiska Shaqaalaha Shaqaalaha Barakacy. Markay lama huraan noqoto in la yareeyo xoogga shaqada, qofka shaqadiisa ku dhex-dheellitirnaanta ugu yaraan waa in shaqada laga fariisiyaa marka ugu horeysa haddii shaqaaluhu sii lahaado awood u leeyahay inuu qabto shaqada la hayo; Shaqaalaha aan lagu qori karin shaqooyinka firfircooni sida ku xusan qodobka kor ku xusan waa la ridi doonaa. Shirkadda waa inay lahaato liis casriyeysan ee dhammaan shaqaalaha shaqada laga cayriyay, oo loo kala saaray sida ay u kala sarreyaan. Shaqaaluhu waa inay kujiraan liistada shaqaalaha barokacy muddo laba iyo tobantaa

(12) bilood ah ama ilaa shaqaaluhu meeleeoyo  
boos cusub, kii soo hormara.

- 15.5 Fasaxyada Shaqada: Markasta oo boos bannaani  
ka dhacdo shaqo kasta oo uu daboolay  
heshiiskan, wuxuu yiri shaqada waa la soo dhejin  
doonaa illaa laga buuxinayo meesha ugu  
sarreysa ee xafiiska ganacsiga ee 'C ompany'  
meeshi qarsoon. Booska waxaa la siin doonaa  
shaqaalaha ugu sarreeya ee uu quseeyo  
heshiiskan, iyadoo la raacayo nidaamka soo  
socda, haddii shaqaaluhu buuxiyo shuruudaha  
ugu yar ee shaqada lagu qabto . The Company  
aan la waajib ku ah inay boostada booska uu  
baneeyay shaqaalaha kan aqbala jagada, laakiin  
waxa ay si ku meel gaar ka buuxin kartaa ilaa  
dalab ku wareejin soo socda:
- Shaqaaluhu waa isku shaqo, sida ay u kala  
sarreeyaan, iyo shaqaalaha “shaqaalaha soo  
barakacy” liistada sida ay u kala weyn  
yihiiin,
  - Shaqaalaha ka soocma shaqooyinka kale,  
marka loo eego kala-sareynta. Shirkadda  
waxay siin doontaa Shaqaalaha (yaasha) la  
xushay tababarka la siinayo ee looga baahan

yahay inay ku buuxiyaan shahaadada ugu yar ee booska.

c. Codsadeyaasha banaanka jooga.

- 15.6 Xaraashka Shift: Laba jeer sanadkii, Shirkadda waa inay sameysaa "dalab wareejin" oo ku saleysan kala sareynta dhammaan shaqaalaha isku meel ku siinta shaqo si ay u xushaan jadwalka la doorbido.

#### **QODOOKA 16: XUQUUQDA MAAMULKA**

- 16.1 Ururka wuxuu aqoonsan yahay inay tahay xuquuqda gaarka ah ee Shirkadda inay ku shaqeysyo oo maamusho xarunta, oo ay kujirto laakiin aan ku xaddidneyn xuquuqaha ay u leedahay aasaasidda iyo u baahan halbeegyada waxqabadka; in la ilaaliyo kala dambeyn ta iyo hufnaanta; si loo hago shaqaalaha; si loo go'aamiyo meelaynta shaqada iyo jadwalka shaqada; in la go'aamiyo agabyada iyo qalabka la isticmaalayo; in la hirgaliyo habab iyo habraacyo cusub oo kala duwan iyo habab; si loo go'aamiyo heerarka shaqaalaha iyo shuruudaha; si loo go'aamiyo nooca, nooca, iyo goobta xarumaha;

si loo soo bandhigo adeegyo cusub ama ka duwan, alaabooyn, habab, ama tas-hiiaad; in la dheeereeyo, la xaddido, ama la yareeyo gebi ahaan ama qayb ka mid ah hawlgalka; in la xusho, ijaarto, kala saarid, meeleyyo, kor u qaadid, wareejin, edbin, hoos u dhig, ama shaqaalaha shaqada laga joojiyo; shaqo ka fadhiisinta iyo soo celinta shaqaalaha; u baahanida shaqada saacadaha dheeriga ah ee shaqaalaha iyo ku baahinta iyo hirgelinta xeerarka, qawaaniinta, iyo siyaasadaha iyo habraaca shaqaalaha; haddii la siiyo xuquuqaha noocaas ah, ee lagu haysto oo keliya shirkadda oo keliya , looma adeegsan karo in lagu xadgudbo mid ka mid ah qodobbada gaarka ah ee Heshiiskan. Dhinacyadu waxay aqoonsan yihiin in bayanka kor ku xusan ee xuquuqaha maareynta uu yahay ujeedo tusaalooyin kaliya loomana dhisi karo sidii xakamayn ama loo tarjumi lahaa si looga fogaado waxyaabaha maareynta ah ee aan la xusin.

- 16.2 Qandaraas-hoosaad. Shirkadda waa inaysan qandaraas hoosaasin, kala wareejin, ama kireysan ama u wareejin, dhammaan ama qeyb

kale, hay'ad kale, qof, shirkad, shirkad, shuraako, ama shaqaalaha aan ka tirsanayn, qeyb kasta oo gorgortan ah oo shaqada la qabtay hadda ama wixii ka dambeeya loo xilsaaray shaqaalaha jooga qaybta gorgortanka ujeeddooyinka loo leexinayo shuruudaha heshiiskan.

### **QODOBKA 17: GUUD**

- 17.1 Soo Bixinta Qalabka: Shaqaale lagama doonayo inuu keeno qalab kasta oo uu ku guto waajibaadkiisa, haddii aan halkan lagu sheegin mooyee. Shirkaduhu waxay bixin doonaan labis caadi ah, oo ay ku beddelayaan sabab la xiriirta lumitaanka ama xirmidda iyo jeexitaanka joogtada ah. Tan waxaa ka mid noqon doona, jaakado iyo qalabka kale ee xilliga qaboobaha iyo roobka loogu talagalay dhammaanba Skycap, Cabitaannada nadiifiyeyaasha, Lav iyo Water iyo shaqaale kasta oo kale oo looga baahan yahay inuu ka shaqeeyo bannaanka iyada oo qayb ka ah shuruudahooda shaqo ee caadiga ah. Waxaa sidoo kale jiri doona lacag celin \$ 60 ah sanadkii oo kabaha lagu bixiyo, oo ay kujirto cadeyn rasiid

(taariikhda sanadguurada shaqaalaha) ee  
Nadiifiyeeyasha kabista.

- 17.2 Hanti Shirkadda: Shaqaale ka go'ay Shirkadda, oo  
lagu aaminay hanti kasta oo ay leedahay  
Shirkadda, waa inuu ku soo celiyaa dhammaan  
hantidaas Shirkadda markay kala go'do. Hantida  
shirkadu kujirto, laakiin kuma xadidna  
furayaasha, xargaha, yunifoomka, boodhadhka,  
iyo aaladaha kale.
- 17.3 Shaqaalaynta Saacadda Saacadda: Shirkadda  
waxay shaqaaleysiin doontaa xubnaha Ururkaan  
saacad saacadle ah. Shirkadda waxay oggolaan  
doontaa toddobo (7) daqiqadood oo nimco ah  
oo loogu talagalay dadka soo daahay oo aan  
lahayn edbin marka laga reebo kiisaska la  
sameeyay qaab qoraal ah.
- 17.4 Maalmaha mushaharka waa in si joogto ah loo  
qorsheeyaa inay dhacaan wax aan ka yarayn laba  
jeer bil kasta. Iyadoo aan wax kharash ah ugu  
fadhiiyin shaqaalaha, shaqaaluhu wuxuu dooran  
karaa in jeega mushaharkiisa elektaroonig ahaan  
loogu dhigo bangiga loogu talagalay shaqaalaha.

Mushaharka soo daahay ama khaldan wuxuu sababi doonaa lacag-bixin gooni ah in lagu sameeyo farqi kasta oo mushahar la hubo oo ka badan \$ 25, kadib markuu shaqaaluhu ku wargaliyo waaxda xisaabaadka Shirkadda qoraal ahaan. Lacag bixinta waa in la helaa ugu dambeyn shan (5) maalmood, laga reebo Sabtida, Axadaha iyo ciidaha, ka dib marka qoraal la soo gudbiyo.

17.5 Fasaxyada:

- a. Kambanigu ogoshahay in ay u ogolaadaan shaqaalaha inay qaataan musqlulaha bixisay iyo / o r waqtii nasasho gaadhaya ugu yaraan 15 daqiqi muddo afar saac oo kasta shaqeeyey.
- b. Shirkadda waxay oggol tahay inay u oggolaato e shaqaaluhu inay shaqeeyaan saacadoo ka badan shan (5) saacadood inay qaataan soddon (30) daqiqi qaddood oo lacag la'aan ah qadada / qadada qadada.

- c. Waxaa la fahamsan yahay inay Shirkadda si macquul ah u maareyn karto biririfta iyo xilliyada cuntada si loo habeeyo howlaha Shirkadda. Shirkadda waxay oggoshahay in xilliyada cuntada ay qaadan doonaan ugu dhawaan badhtamaha xilliga shaqada oo la isticmaali karo.
- 17.6 Mas'uuliyiinta Dukaamada: Waxaa la isku raacay in Ururka shaqaaluhu ka dhisi karo  
Mas'uuliyiinta Dukaanka meeshii looga baahdo.  
Ururka shaqaalaha ayaa bixin doona ogeysiiska Shirkadda loo qoro ee dhammaan wakiillada loo yaqaan 'S hop' saddexdii biloodba mar ama markii la beddelo. Mas'uuliyiinta Dukaanku waxay xaq u leeyihii inay baaraan cabashooyinka la xiriira shuruudaha gaarka ah ee Heshiiskan ee ka jira goobtooda shaqo ee caadiga ah laakiin ma faragelin doonaan howlaha ka socda C ama toosinta shaqada shaqaale kasta. Wakiilka Dukaanku wuxuu sameyn karaa baaritaan urur shaqaale waqtiga shaqada oo kaliya ogolaanshaha Shirkadda. Oggolaanshaha noocas ah looma diidi karo si aan macquul ahayn. Shirkadda waxay

oggoshahay in aysan takoorin ama ka aargudin wakiillada waxqabadka Ururka. Si kastaba ha ahaatee, Shop Stewards waxaa waajib ah in la mid ah xeerarka, sharciyada, iyo xaaladda shaqada sida khuseeya dhammaan shaqaalaha kale.

- 17.7 Shir lala yeelanayo Wakiilada Ururka: Wakiilada Ururka waa in loo ogolaadaa ogaysiis hore shirkada inay la shaqeyso shaqaalaha qolka jibitaanka shaqaalaha, iyo waliba meelkasta oo kuraas ah ay heli karaan shacabka duulimaadyada, sida ku xusan MACpolicies, waa hadii aysan carqaladeyn ama faragelin iyada oo ay ku shaqeyneyso Shirkadda. Shirkadda waxay oggoshahay inay la shaqeyso Ururka midi u samaynta shirarkan qaab macquul ah oo waafaqsan shuruudaha amniga iyo qawaaniinta kale ee dejinta.
- 17.8 Gudiyada Xaashida:  
Markay suurtagal tahay, Shirkadda waa inay keentaa boodhka ogeysiiska goobta qarsoon ee goobaha shirkadaas halkaas oo ay ku qoran yihiin guddi xayeysiis ah mid ficol ah oo u oggol

yahay macaamilka, duruufahaas oo kale, waxay u  
oggolaan doonaan wakiillada Ururka inay soo  
dhejiyaan ogeysiiska la xiriira arrimaha Ururka.  
boodhka ogeysiiska.

- 17.9 Waxba kuma jiraan heshiiskan oo ka dhalan kara  
in shaqaale helo wax ka yar heerka ugu  
hooseeya ee mushaharka ama manfacyada ay u  
baahan yihiin Guddiga Duulista Hawada  
Magaalada.
- 17.10 Mushaharka, manfacyada iyo shuruudaha  
shaqada ee lagu qeexay heshiiskan waa kuwa  
ugu yar mana aha ugu badnaan. Shirkadda  
waxay dhaafi kartaa shuruudaha Heshiiskan  
laakiin kuma qasbana inay sii wadato wax  
mushahar ah, faal'idooyin iyo xaalado shaqo oo  
dhaafsiisan inta ugu yar. The Company Sidaa  
darteed waxaa laga yaabaa, at digtoonaan gaar  
ah Company iyo waqtii kasta, si iskeed joojin  
kasta oo mushaharka, dheefaha, ama xaaladda  
shaqada in ka badan ugu yar ee lagu tilmaamay  
in heshiiskan. Si kastaba ha noqotee, Shirkadda  
waxay oggolaatay in aysan yareyn doonin sicirka  
mushaharka shaqaalaha shaqsiga ah ee hadda

jira. Waxaa kale oo la fahamsan yahay in wixii lacag-bixinno ah, hadiyado, foojarno ama jeegag ay siinayaan shaqaalaha duullimaadka ah ee shaqaalaha ay yihiin kuwo ikhtiyaar ikhtiyaar u ah oo aanna lagu diiwaangelin doonin ama lagala socon karin shirkadda.

- 17.11 Dukumiintiyada Tababbarka: Dhamaan shaqaalaha waxaa laga rabaa inay saxixaan dukumiinti kasta oo qandaraasluhu siiyo si uu u helo tababar la taaban karo, tusaale, amniga, MSDS, OSHA, iwm., lyadoo la siinayo tababar ku filan oo la bixiyay waqtiga shirkadda.
- 17.12 Shirkadda waa inay u fidisaa baarkin bilaash ah Terminal 2 dhammaan shaqaalaha waqtiga buuxa ka dib markay ku guuleystaan dhammaystirka muddada tijaabada.

#### **QODOOKA 18: GUDIGA MAAREYNTA SHAQAALAH**

- 18.1 Gudiga Maareynta Shaqada: Guddi maareynta shaqaalaha waxaa lagu dhisi doonaa tiro isku mid ah wakiilo ay doorteen shirkadda iyo ururka. Guddidu waxay kulmi doontaa saddexdii

biloodba mar si ay u eegaan arrimaha ay soo  
bandhigeen dhinacyadu. Ajandaha qodobbadaas  
ayaa lagu dejin doonaa ka hor kulan kasta,  
waxaana ka mid noqon doona arrimo ay ka mid  
yihiin fursadaha tababbarka ee horumarinta  
shaqada, caafimaadka iyo amniga, amniga  
rakaabka iyo culayska shaqada. Labada dhinacba  
way codsan karaan in FMCS u fududeyso guddiga  
maaraynta shaqada.

18.2 Caafimaadka iyo badbaadada:

- a. Shirkaddu waxay siin doontaa goob amaan  
ah oo caafimaad leh shaqaalaha oo dhan,  
goobtaas oo waafaqsan dhamaan sharciyada  
iyo xeerarka la xiriira caafimaadka iyo  
badbaadada xeerarka federaalka, gobolka  
iyo degmadana way u hoggaansanaan  
doontaa. Shirkaddu waxa kale oo ay siin  
doontaa tababar ku saabsan sidda  
kiimikooyinka la isku qasay loogu nadiifiyo  
qolalka.
- b. Looma baahna inuu shaqaale sameeyo wixii  
shaqo ah markay jiraan xaalado khatar ah,

iyo inuu ku guuldareysto inuu howsha qabto  
duruufaha noocas ah, looma tixgelin doono  
inuu shaqada ka tagayo ama edbinayo.

- c. Shirkadda waa inay keentaa saamiyo ku filan  
ayna ilaalisaa dhammaan qalabka iyo  
gaadiidleyda iyo kuraasta curyaamiinta ee  
gobolka dayactirka ah ee looga baahan  
yahay inay qabtaan howsha loo xilsaaray.

18.3 Culayska shaqadda.

- a. Qof shaqaale ah looma xilsaari doono culeys  
shaqo oo aan macquul aheyn.
- b. Shaqaale waa in si joogto ah loogu  
meeleeyaa shaqada gudaheeda  
meelayntooda. Shirkadda waxaa laga yaabaa  
inaysan u xilsareyn shaqaale muddo  
cayiman muddo cayiman oo kale, oo ay  
kujirto haddii mugga aan la fileynin kordho,  
haddii aan shaqaalaha si mutadawacnimo ah  
loogu xilsarin shaqadaas. Shirkadda waa  
inay ku dadaashaa inay u xilsaarto

shaqaalaha loo tababaray astaanta kale ee  
caymiska muddada gaaban ah

### **QODOBKA 19: FASAXA CAAFIMAADKA**

- 19.1 Shirkadda waa in ay raacdaa dhammaan qawaaniinta Federaalka, Gobolka iyo Maxalliga ah ee khuseeya Fasaxa Caafimaadka Qoyska, Fasaxa Milatariga, Maalmaha Jirrada iyo arrimo kale oo fasax ah.
- 19.2 FMLA (Sharciga Fasaxa Caafimaadka Qoyska):  
Shaqaalaha qeyb ahaan ama waqtibuu oo shaqeynaya hal sano oo shaqeynayey ugu yaraan 1250 saacadood waxay qaadan karaan 12 toddobaad fasax aan la bixin ee dhalashada, xannaaneynta korinta ama ku meeleynta ilmo korsasho ama jirada halista ah ee xubin kasta oo qoyska ka mid ah ama nafteeda / nafteeda. Waqtiga fasaxu wuxuu hoos yimaadaa Xeerka Fasaxa Qoyska iyo Caafimaadka ee 1993 (FMLA). Shaqaaluhu wuxuu u baahan karaa inuu soo gudbiyo caddeyn dhakhtar caafimaad oo caddeeya baahida loo qabo inuu ka maqnaado

shaqada waqtiga fasaxa caafimaadka la codsaday. Dhamaadka muddada fasaxa shirkaddu waxay dib ugu soo celin doontaa shaqaalaha isla shaqadii ama boos la mid ah. Meel u dhiganta ayaa ah shaqo leh mushharah la mid ah ama la mid ah, saacadaha, shaqada la qabtay, xaaladaha shaqada, waajibaadka shaqada, amniga shaqada, iwm. Qaybtani waxaa loogu talagalay inay buuxiso laakiin aan ka badneyn shuruudaha Sharciga Fasaxa Caafimaadka Qoyska. Haddii Shirkadda ay u hoggaansom tahay shuruudaha FMLA waxaa loo qaadan doonaa inay u hoggaansom tahay Qeybtaan.

- 19.3 Fasax shaqsiyeed: fasax ku maqnaanshuu waa wakhti fasax ka ah shaqada sababaha aan ka ahayn jirro ama itaal darrida in ka badan 3 maalmood. Shirkaddu si aan macquul ahayn uma diidi karto bixinta fasaxa shahksi soo gudbiyaa qoraal codsi fasax, waayo shaqaalaha ayaa dhameystirtay 12 bilood ah oo adeeg ah. Shaqaaluuhu wuxuu qaadan karaa hal fasax shaqsiyeed ilaa sagaashan (90) maalmood oo fasax ah 12 bilood gudahood. Qaypta aan la bixin

ee fasaxa shaqsiga ee maqnaanshuhu wuxuu  
bilaabmaya ka dib marka dhammaan  
xuquuqihii fasaxa ee shaqaaluhu dhammaado.  
Fasaxaas kadib, qofka shaqaalaha ah waa in lagu  
celiyo isla shaqadiisa iyo jadwalka shaqada iyo  
heerka mushaharka.

- 19.4 Fasaxa Ururka. Ugu yaraan shan iyo tobantoban (15)  
maalmood oo shaqo oo ogeysiis hore ah oo  
qoraal ah ah, in aan ka badnayn seddex (3)  
shaqaale shirkadeed markiiba (ama hal (1)  
shaqaale shirkado ka yar 200 shaqaale) waa in la  
siiyaa ugu badnaan laba iyo tobantoban (2) 12) usbuuc  
fasax aan lacag lagu bixin laba iyo tobantoban (12)  
bilood oo isku xiga oo ganacsiga ganacsiga ah, oo  
lagu kordhin karo heshiiska labada dhinac.  
Ururka shaqaaluhu wuxuu mas'uul ka noqon  
doona dhammaan gargaarada iyo gunnooyinka  
muddada la dheereeyey (kaas oo lagu qeexi  
doono muddo laba iyo tobantoban (12) maalmo shaqo  
ama ka badan) u fasax shaqaaluhu. Fasaxaas  
kadib, qofka shaqaalaha ah waa in lagu celiyo  
isla shaqadiisa iyo jadwalka shaqada iyo heirka  
mushaharka. Shirkadda macquul sii daayo

doonaa Guddiga Fulinta, wada xaajood guddiga, iyo wakiillada ururka, waayo, mid - kulan maalin.

- 19.5 Fasaxa Bereavement: Shaqaalaha shaqeeya waqti-buuxa iyo waqti dhiman oo dhammaystiray 12 bilood oo adeegga ah ayaa loo oggolaan doonaa muddo ah illaa saddex (3) maalmood oo fasax ah iyagoo bixiya mushaharka murugada dhimashada iyo / ama loo sameeyo qaban-qaabinta iyo ka qaybgalka aaska hooyo, aabbe, seygeeda, ama cunugga, haddii shaqaaluhu soo bandhigo dukumiinti macquul ah.
- 19.6 Maalmaha Jirrada: Shaqaaluhu waxay aruurin doonaan fasax mushahar ah ("MAC Paid fasax") ugu yaraan hal saac soddon (30) saacadood oo la shaqeeyay. Saacadaha shaqeeya waa inay ahaadaan saacado dhab ah oo shaqeynayaan mana ku jiraan bukaano, fasax ama saacado kale oo fasax ah. Shaqaaluhu wuxuu xaq u leeyahay inuu qaato fasax ka badan oo lacag leh sannad ilaa sannadka kuna biiriyo illaa 72 saacadood wakhti kasta oo loo qabtay. Shaqaaluhu waxay qaadan doonaan fasax ka bilaabanaya saacadda

koowaad ee shaqada laakiin ma isticmaali karaan  
fasaxa mushaharka la siinayo ilaa ay ka  
dhammaystirayaan sagaashan (90) maalmood oo  
shaqo.

Shaqaalahaa waa in loo oggolaadaa inay u  
isticmaalaan fasaxa lacag aruurinta  
shaqaalahooda ama dhaawackooda ama jirada  
ama dhaawaca dadka kale sida lagu qeexay  
Xeerka MN States Statute 181.9413. Shaqaalahaa  
waa inaan laga aargudi doonin adeegsiga fasaxa  
mushaarka ah ee la waafajiyay qeybaan, sida  
lagu sharxay Qeybta C ee Mushaharka ugu yar  
ee MAC, Bixinta Lacag Bixinta iyo Siyaasada  
Haynta Shaqaalahaa. Fasaxa la bixin waa in lagu  
siyyaa sicirka mushaharka joogtada ah ee  
shaqaalahaa saacaddii. Fasaxa mushaharka ah ee  
mushaharka la siyyaa lama bixin doono markay  
shaqada joojiso. Shirkadda shaqaale kasta siin  
doonaa xisaab bille ah oo ay fasax ku bixisay  
accrual.

Haddii baahi loo qabo in loo isticmaalo fasaxa  
mushaarka ah waa la saadaalin karaa, Shirkadda  
waxay u baahan kartaa ogeysiis hore oo ku

saabsan baahida loo qabo isticmaalka fasaxa lacagta ah. Haddii aan la saadaalin karin, Shirkadda waxay u baahan kartaa shaqaalaha inay soo ogeysiiso sida ugu dhaqsaha badan oo suurta gal ah. Ogaysiiska hore ee shaqaalaha, dukumiinti macquul ah oo ku saabsan sababta fasaxa mushaharka ah waxaa laga yaabaa inay Shirkadda uga baahdo maqnaanshaha soo noqnoqda, ka shakinta, iyo / ama maqnaanshaha isku xigxiga ee saddex ama ka badan wareejin.

- 19.7 Ma jiro Qodobka 20aad ee ka mamnuucaya Qandaraaslaha inuu siiyo fasax shaqaal aan xaq u laheyn fasax, ama bixin fasaxa qadar ka badan kan oggol qodobkan, marka la siinayo fasaxaas ama la kordhiyo xaddiga fasaxa la ogol yahay waa macquul oo waa lama huraan in la dego macquul ah sida uu qabo Sharciga Naafada Mareykanka iyo wixii isbedel ah ee lagu soo kordhiyo, mana noqon doonto dhibaato aan caadi aheyn.

## **QODOBKA 20: DIIWAANGALINTA**

- 20.1 Haddii qayb ka mid ah heshiiskan ama qodobo ka mid ah halkan ku yaal ay noqdaan kuwo been ah oo loo cusbooneysiiyay sharci kasta oo jira ama wixii ka dambeeya la dhaqan geliyey ama tallaabo hay'ad kasta oo sharci u leh dowladda ama wareegto maxkamadda awoodda u leh, sidaasi ma burinayso qaybaha harsan. waxaa ka mid ah inay ku sii jiri doonaan xoog iyo saamayn. Dhinacyadu si dhakhso leh ayej u kulmi doonaan uguna gorgortami doonaan hirgelinta wixii isbedel ah oo loo baahan yahay.

## **QODOBKA 21: HABRAACA DHAQANKA DACWOORYINKA**

- 21.1 Qeexida Cabashada: Dacwada gudaheeda macnaha heshiiskan wuxuu noqon doonaa muran kasta oo ka dhex dhaca labada dhinac ee la xiriira mid ka mid ah qodobada heshiiskan.

Digniinta afka ah ee la siinayo shaqaalaha waxaa looga digayaa qoraal qoraal ah Ururka shaqaalaha muddo 10 maalmood gudahooda ah

laga soo bilaabo maalinta shaqaaluhu helay digniintaas oo kale; hase yeesh, digniinta afka ah lama murugoon karo. Haddii shaqaaluhu ku kaco tallaabo edbin ah oo ku saleysan hal ama in ka badan oo digniin afka ah (yaasha) ah, mudaaharaad waqtigii loogu tala galay digniinta hore ee afka ah ayaa sababi doonta in digniinta afka ah ay noqdaan qeyb ka mid ah cabashada talaabada edbinta xigta.

## 21.2 Talaabooyinka Cabashada:

- a. Tilaabada 1: Shaqaale xanaaq badan ama shaqaale, oo uu weheliyo wakiilka dhismaha, way kala tashan karaan kormeeraha shaqaalah. Haddii koox ka mid ah shaqaalahay ku lug leeyihiiin cabashada, wakiilku wuxuu wakiil ka noqon karaa shaqaalah. Shirkadda looma baahna inay aqoonsato wakiil kasta oo dukaan ka ah mooyee haddii wakiilku hore ugu caddeeyey qoraal Ururka.
- b. Tilaabada 2: Shaqaale xanaaq badan ama shaqaaluhu waa inay u bandhigaan

cabashada qoraal ahaan (aan ka ahayn  
cabasho laxiriirta bixitaanka) toban  
maalmood gudahood (10) maalmood  
gudahood laga bilaabo maalinta ugu  
horaysay. Shirkadda waxaa loo oggol yahay  
toban (10) maalmood oo shaqo gudahood  
inay kaga jawaabaan Ururka qoraal ahaan

Cabasho qoraal ah oo la soo gudbiyey  
qaybtan waa in ay kujirtaa macluumaad ku  
filan oo Shirkadda ay baarayaan oo ay uga  
jawaabaan cabashada. Cabashadu waa inay  
kujirtaa magaca (yaasha) qofka shaqaalaha  
xanaaqsan ama wakiillada heerka  
shaqaalaha ah ee xanaaqsan haddii shaqaale  
kasta (yada) ay raadinayaan wax ka qabasho  
cabashada.

- c. Tallaabada 3: Haddii cabashada aan lagu  
xallin tallaabada labaad, wakiilka Ururka  
ayaa markaa la kulmi doona wakiilka loo  
magacaabay ee Shirkadda. Shirkaasi wuxuu  
dhici doonaa toban (10) maalmood  
gudahood gudahood laga bilaabo maalinta  
la helo jawaabta Shirkadda. Shan (5)

maalmood gudahood kulankan, Shirkadda waxay ku ogeysiin doontaa dhammaan dhinacyada, qoraal ahaan, go'aankeeda arrintaan.

- 21.3 Digniino qoraal ama hadal ama canaan ah looma tixgelin doono ujeeddooyinka edbinta horumarsan sagaal (9) bilood laga bilaabo taariikhda digniinta ama canaanashada. Tani ma quseyso ceyrintii hore, sheegashada EEOC, anshax marinta, rabshadaha, ama xadgudubyada amniga, kumana quseeyo nidaamka imaatinka dhibcaha ee ku saleysan. Waxaa si cad loogu oggolaaday oo loo fahmay in Shirkadda ay lahaaneyso awood loo siman yahay oo ay ku bilaawdo cabashooyinka, laakiin cabashada Shirkadda ayaa ka bilaabmi doonta Tallaabada 3, iyada oo kulan u dhexeeya Ururka iyo Shirkadda. Shirkadda waxay oggoshahay haddii shaqaalaha la weydiyo inuu saxeexo dukumiinti facil edbin ah, saxeexa noocan ahi wuxuu muujinaya oo keliya helitaanka dukumintiga.
- 21.4 Shaqaalaha waa la cayrin karaa iyagoon mushaar qaadan ugu badnaan 3 maalmood. Haddii

natiijooyinka baaritaanka la helo aysan ka dhalan  
ficil edbin ah oo ay kujirto ceyrin aan mushahar  
lahayn oo shaqada ah, ama ay ku dhacdo ficil  
edbin ah oo ay kujirto ceyrin aan la bixin  
maalmo ka yar kuwa runtii seegaya, shaqaalaha  
waa in la siiyaa mushaarka saacadaha shaqada  
ee la qorsheeyay ee u dhiganta.. Qodobkaan ma  
quseeyo marka shaqaale la hakiyo iyadoo la  
sugayo natijjada ka soo baxda arrinta gacanta  
gacanta ku haya fulinta sharciga, TSA ama MAC.

- 21.5 Marka laga reebo sida ku xusan heshiiskaan,  
shaqaalena laguma ciqaabi karo ama laga eryi  
karo sabab la'aan. Shirkadda waxay oggol tahay  
in edbinta oo dhami ay noqotaa mid  
horumarsan, duruufaha ka maqnaanaya taas oo  
shardi ka dhigaysa joojinta degdegga ah ama  
dardargelinta nidaam edbinta.
- 21.6 Xalinta Khilaafaadka. Wixii cabasho ah ee aan  
xallin ka dib markii si buuxda looga  
baaraandegay iyadoo la raacayo saddexda (3)  
tilaaboo ee Nidaamka Cabashada, sida ku xusan  
Qodobkan, oo ku lug leh tarjumaadda,  
adeegsiga, ama u hoggaansanaanta heshiiskan,

ayaa isticmaali kara Dhex-dhexaadinta Federaalka si arrinta loo xalliyo. Haddii aan la xallin, labada qaybood midkood, 10 maalmood gudahood oo ah maalmaha shaqada ee la dhammaystiro Tallaabada 3 ee halkan lagu soo gudbiyo, waxay u soo gudbin karaan cabashada dhedhexaadinta habka soo socda:

Ururka shaqaalaha ayaa si dhakhso leh u codsan doona Adeegga Dhex-dhexaadinta Federaalka in la keeno guddi ka kooban toddobo (7) garqaadeyaal ay dhinacyadu si kale u xallin karaan magacyada, qeypta ay qortay cabashada samaynta shaqo-joojinta koowaad; oo markaa ku xulo garqaade dhedhexaad ah. Ururka shaqaalaha iyo loo shaqeeyuhu waa inay kulmaan si ay u fuliyaan nidaamka xulashada garqaadaha muddo tobant (10) maalmood gudahood ah oo ay ku siinayaan FMCS guddi garqaadeyaal, haddii kale qoraal ahaan loogu oggolaado mooyee. The kharashka ee dhedhexadiye si loo doortay iyo reporter maxkamadda (haddii ay labada dhinacba isku raacsan) si siman lagu qaado waa in ay Company iyo Midowga.

21.7 Ka gaabinta qaybta gudbinta cabashada si ay u socodsiiiso cabashada gudaheeda waqtiga lagu cayimay tallaabo kasta oo cabashada iyo gar-qaadidda waxaa loo qaadan doonaa inay tahay tanaasulidda cabashadaas. Ku guuldaraysiga qaybta helitaanka cabashada habraaca cabashada ee waqtiga xadidan ee lagu cayimay tallaabo kasta ayaa bixin doonta cabashada si otomaatig ah loogu wareejinaya heerka ku xiga nidaamka cabashada. Haddii labada dhinac midkoodna uusan u cuskanayn hannaanka xulashada garqaadaha, qeybta kale ayaa bixin kara ogeysiiska ujeedadeeda ah in ay si wada jir ah u xushaan garqaade. Haddii 5 maalmood gudahood gudahood laga helo ogeysiiska noocaas ah, kooxda diintani wali weyday, markaa kooxda soo wargalinaysa ayaa si wada jir ah uga dooranaysa gar-qaaade ka socda golaha ay soo bandhigeen FMCS, oo dejiytaariikhda, waqtiga iyo goobta loo qabanayo heshiisiinta deg degga ah. Xilliga kama-dambaysta ah ee halkan ku jira waxaa lagu kordhin karaa heshiis qoraal ah oo labada dhinac ah.

- 21.8 Cabashada ku Saabsan Musaafurinta: Markii shaqaale laga saaro ururka shaqaalaha waxay lahaan doonaan toban (10) maalmood oo kuwa shaqada ah, oo ay u soo diraan ama nuqul ka siiyaan cabashada ay ku hayaan Shirkadda. Haddii waqtigan xaddidan aan la buuxin, arrinta waxaa loo tixgelin doonaa inay xiran tahay.
- 21.9 Awoodda Gar-qaadaha: Garqaadehu wuxuu lahaan doonaa awood u leh ku dabaqidda qodobbada heshiiskan iyo inuu go'aan ka gaadho wixii cabasho ah ee ku soo food leh isaga / iyada hortiisa, laakiin isagu / iyadu awood uma laha inay wax ka beddelaan ama wax ka beddelaan heshiiskan ama aasaaso wixii shuruudo ah ama shuruudo ku xusan heshiiskan mana lahaan karo awood uu dib ugu siyo abaalmarinta dib u siinta shaqaalaha ee kiis bixitaanka muddo ka badan soddon (30) maalmood shaqo oo dhaafsiisan taariikhda garqaade la doortay. Garqaadahu wuxuu lahaan doonaa awood uu ku go'aansado su'aalaha xuquuqda sharci ee lagu soo daray heshiiskan.

## **QODOBKA 22: SHURUUDAH A HESHIISKA**

22.1 Heshiiskani waxa uu noqon doonaa mid  
meelmara oo saamayn ka February 1 st oo ay ku  
jirto January 31 , 20 24 oo laga bilaabo  
sannad-to-sano intaas ka dib, haddii la joojiyo  
sida soo socota: Labada dhinacba ku joojin karaa  
this Heshiiska ama codsi ka beddelka ku darina  
ay ugu adeegaan lixdan ( 60) maalmood oo  
ogeysiis qoraal ah loosoo gudbinayo dhinaca  
kale kahor bisha Janaayo 31 , 202 4 ama Janaayo  
31 ee sanadkasta wixii ka dambeeyaa, kaas oo  
codsiyada ama wax ka badalida la cadsaday.

*Note: This Somali version of the agreement is an attempt  
to make the agreement available to Somali speakers in  
their own language. Any questions arising out of the  
agreement will be resolved, viewed and interpreted only  
in English."*