

**MASTER CONTRACT BARGAINING AGREEMENT**  
**SEIU Local 26 and**  
**Mpls-St.Paul Contract Cleaners Association**



**March 15, 2020 - December 31, 2023**

SEIU Local 26 is Minnesota's Property Services Union. We are janitors, security officers and window cleaners, more than 8,000 strong in the Twin Cities metro area. Across North America, SEIU unites 225,000 members in property services. The Service Employees International Union is an organization of 2 million members united by the belief in the dignity and worth of workers and the services we provide. We are dedicated to improving the lives of workers and families and creating a more just and humane society.

SEIU Local 26 ee Minnesota waa urur udooda iskaashiga. Waxaana ka mid ah Nadaafiyayaal, Nabad sugayaal iyo Nadaafiyaalka dhaaqadaha oo ka badan 8,000 oo qof kuna nool Magaalooyinka Mataanaha. SEIUda Waqooyiga Mareynkanku waa 225,000 qof. Service Employees International Union (SEIU) waa hayad u doodad 2 milyan oo ka tirsan ururka, una doodeyso siday shaqaale kasta helo Sharaf kuna shaqeeyo wax u qalma. Waxaa naga go'an inaan wax ka baladno noloshu shaqaale kasta oo ay helaan caddalad iyo bili'aadnimo.

SEIU Local 26 Member Resource Center

Xarunta lagu caawiyo katirsanayaasha

**1-855-265-6225**

Mailing address / Ciiwaanka Warqadaha:

1620 Central Avenue NE

Suite 177

Minneapolis, MN 55413

Physical Address / Ciiwaanka Xafiiska:

826 18th Ave NE

Minneapolis, MN 55413

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

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

[www.facebook.com/groups/seiu26janitors](http://www.facebook.com/groups/seiu26janitors)

## **Weingarten Rights**

*If called to a meeting with management, read the following to management when the meeting begins:*

“If this discussion could in any way lead to my being disciplined or terminated or affect my personal working conditions; I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion.”

## **Xaquuqda sharciga Weingarten**

*Haddii madaxda shirkadu kaaga wacdo shir, madaxda shirkadaas waxaad u akhrisaa intaan hoos ku qoran markuu shirku bilowdo.*

Haddi go'aanka aad qaadaneysaan uu keenayo in lay ganaaxo ama shaqada layga buriyo ama eryo ama uu saameyn ku keenayo mustaqbalka shaqadeyda: si xishmad ku jirto waxaan edinka codsanayaa inuu ee yimaado ama la li keeno qof Unionka ka socda, ama qof matala, ama istowadh, oo uu ila galo shirkan. Ilaa wuu qofkaasi ka emaanayo shirkan inaan ka qeyb qaato ma' rabo.

## TABLE OF CONTENTS

### AGREEMENT

ARTICLE 1: TERRITORIAL JURISDICTION.....	1
ARTICLE 2: RECOGNITION.....	1
ARTICLE 3: UNION MEMBERSHIP .....	2
ARTICLE 4: NON-DISCRIMINATION .....	6
ARTICLE 5: PICKET LINES.....	9
ARTICLE 6: PHYSICAL REQUIREMENTS.....	10
ARTICLE 7: JOB CLASSIFICATIONS .....	11
ARTICLE 8: WAGES.....	12
ARTICLE 9: OVERTIME.....	13
ARTICLE 10: HOLIDAYS.....	13
ARTICLE 11: VACATIONS .....	15
ARTICLE 12: CONTRACTING NEW ESTABLISHMENTS.....	18
ARTICLE 13: OTHER AGREEMENTS .....	22
ARTICLE 14: GOVERNMENT CONTRACTS.....	24
ARTICLE 15: HEALTH BENEFITS .....	24
ARTICLE 16: SENIORITY.....	33
ARTICLE 17: MANAGEMENT RIGHTS .....	37
ARTICLE 18: GENERAL.....	37
ARTICLE 19: WORKLOAD .....	45
ARTICLE 20: LEAVE OF ABSENCE.....	52
ARTICLE 21: STATE AND FEDERAL LAWS.....	56
ARTICLE 22: SAVING CLAUSE .....	57

ARTICLE 23: GRIEVANCE PROCEDURE ..... 58  
ARTICLE 24: TERM OF AGREEMENT ..... 63  
APPENDIX I: ..... 65  
APPENDIX II: WAGES..... 66  
APPENDIX III: PROTECTED EMPLOYEES ..... 69  
APPENDIX IV: MSP and MAC PAID LEAVE ORDINANCES... 69  
STADIUM SIDE LETTER: ..... 73

## QEYBUHUU KA KOOBAN YAHAY

### HESHIIS

QODOBKA 1: XUDUUDAHA UU KA SHAQAYNAYO HESHIISKANI. ....	77
QODOBKA 2: DIIWAAN GELINTA .....	77
QODOBKA 3: XUBINIMADA URURKA.....	78
QODOBKA 4: SINAAN LA'AAN .....	83
QODOBKA 5: KA QEYBGALKA MUDAAHARAADKA .....	87
QODOBKA 6: SHURUUDAHA SHAQAALRYNTA .....	87
QODOBKA 7: SHARAXAADA SHAQADA .....	88
QODOBKA 8: MUSHAHARKA.....	90
QODOBKA 9: SACAADA DHEERAADKA AH EE LA SHAQEEYO .....	90
QODOBKA 10: FASAXA.....	91
QODOBKA 11: FASAXYADA .....	93
QODOBKA 12: QAAB-GALINTA XILALKA CUSUB .....	97
QODOBKA 13: HESHIISYADA KALE .....	101
QODOBKA 14: QANDARAASYADA DOWLADDA .....	103
QODOBKA 15: CAAWIMAADA CAAFIMAADKA .....	103
QODOBKA 16: KALA SAREYNTA .....	112
QODOBKA 17: XUQUUQDA MAAMULKA .....	116
QODOBKA 18: GUUD.....	117
QODOBKA 19: CULEYSKA SHAQADDA .....	126
QODOBKA 20: FUQAADA KA-GANACSAN.....	133

QODOBKA 21: XEER-ILAALINTA IYO XUQUUQDA XUQUUQDA.....	143
QODOBKA 22: DIIWAAN GELINTA .....	145
QODOBKA 23: HABRAACA SHACABKA .....	145
QODOBKA 24: SHARCIGA HESHIISKA.....	151
LIFAAQID I:.....	152
LIFAAQID II: WAGES .....	153
LIFAAQID III: SHAQAALAHA ILAALIYA.....	156
WARQADA ISBARTIIMADA LAGU LIFAAQAY .....	157

# AGREEMENT

This Agreement is made and entered into as of the March 15, 2020, by and between the companies comprising the Minneapolis-St. Paul Contract Cleaners Association, the names of which are listed at Appendix I, (hereinafter individually called the “Company”) and the Service Employees International Union Local 26 (hereinafter called the “Union”). WITNESSETH

WHEREAS, the employees of the Company have elected to bargain collectively with their respective employers, and for said purpose a majority of same have affiliated themselves as members of the Service Employees Union Local 26 and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

## **ARTICLE 1: TERRITORIAL JURISDICTION**

1.1 This Agreement shall be effective within the territorial jurisdiction of the Union within the seven (7) county Metropolitan Area.

## **ARTICLE 2: RECOGNITION**

2.1 The Company recognizes the Union as the exclusive bargaining agent for its employees engaged in the contract cleaning industry, wherever employed in the covered territory, performing janitorial services, including all janitors, porters, cleaners, if



not previously covered by agreements with other Unions, and expressly agreed to by the Company, but exclusive of:

- (a) All executive, salaried supervisors, sales employees, clerical employees and shop employees of contract cleaners.
- (b) Hourly paid supervisors, foremen. An “hourly paid supervisor” or “foreman” is defined as an employee with the authority to hire, discharge, discipline or otherwise effect changes of the status of employees on a job.

Whenever the word “Company” is used in this Agreement, it shall apply only individually to the companies covered by this Agreement, i.e. those listed at Appendix I, and not to any of those excluded; and none of the provisions of this Agreement shall apply to the excluded employees.

### **ARTICLE 3: UNION MEMBERSHIP**

- 3.1 Union Shop: The Company agrees that all employees presently employed and all new employees shall, as a condition of employment, join the Union within thirty (30) days after the effective date of this Agreement and shall continue their membership during the life of this Agreement.

### 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 on the first pay period of each month and immediately forward the amount with a digital spreadsheet version (in Excel format) of a list of employees' names, addresses and phone numbers. In addition, quarterly, the Company will also provide the Union with Company start date, seniority date, date of birth, employee's status as full-time or part-time, and worksite. The Union will notify the Company in advance of any changes in dues or initiation fees, in writing. The Union agrees to indemnify and save harmless the Company from any and all liabilities it may suffer as a result of agreeing to be bound by Article 3, including court costs and reasonable attorneys' fees.
  
- (b) **Liquidated Damages:** The Company agrees that all Union dues and initiation fees deducted from the employee's wages will be considered past due if not received by the Union on or before the fifteenth (15th) day of the month following said deductions. If such dues and initiation fees are not received by the Union within sixty (60) days of

the past due date, the Company shall pay to the Union liquidated damages amounting to twenty per cent (20%) of the total dues and initiation fee amounts that have not been received by the Union in a timely manner. In addition to the twenty per cent (20%) liquidated damage amount noted herein, the Company agrees to pay to the Union simple interest at the rate of ten per cent (10%) on all unpaid dues and initiation fees, court costs and reasonable attorneys' fees incurred by the Union in collecting said dues and initiation fees.

- (c) 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 for 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.

3.3 Check-Offs or other voluntary contributions: The employer agrees to make payroll deductions for each employee who had 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 employer agrees to remit the amount deducted to the Union within seven (7) days after the deductions are made by the employer.

- 3.4 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 sixty (60) days. During the probationary period, the employees will be represented by the Union, but 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.
- 3.5 Union Obligation: The Union will provide all new members with a copy of the wage rates within thirty (30) days of their application to the Union.
- 3.6 The Company shall give new employees the union application form, check-off authorization form, and membership meeting information provided by the union. The dues checkoff form shall arrive at the union no later than 15 days after the new employee begins work. In addition, the company shall offer to show a pre-approved video of 15 minutes or

less from the union to all new hires on unpaid time within 60 days of their hire. Should the union make any significant changes to these documents or video, the Company shall not be required to distribute the revised documents or video unless such changes are mutually agreed upon, and such mutual agreement shall not be unreasonably withheld.

- 3.7 The Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings against the Employer arising from the delivery of information to the Union under this Agreement and/or in response to the Union's request for such information. Further, it is understood that once information is delivered to the Union as a result of a request for information, the use and care of the information thereafter is the sole and exclusive obligation and responsibility of the Union.

#### **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 Employer and the Union are committed to maintaining a working environment free from all forms of illegal harassment, including sexual harassment.

The Employer shall maintain and communicate an anti-harassment policy and will provide a written copy upon an employee's request.

- 4.3 Subsequent Proceedings: The negotiations which culminated in this Agreement were an equal effort by both the Company and the union with equal responsibility for the results. Therefore, in the event the Company is charged or sued because of an alleged equal employment violation arising out of these terms and conditions of this Agreement, on the basis of race, creed, color, age, religion, sex or national origin (under state, federal or local laws or regulations), the Union shall be immediately joined as a party to such charge or suit and the Union agrees to defend the Company's position and bear equally all responsibility and costs that may result from such proceedings.
- 4.4 Arbitration of Discrimination Claims. Any claim which is cognizable under Title VII of the Civil Rights Act of 1964 as amended or under any other applicable federal, state or local civil rights legislation shall not be arbitrable except by written mutual consent of the Company and the Union. Any such claim shall first be submitted to the Company with the appropriate evidence necessary to ascertain the merits of the claim. Absent such mutual consent, the sole recourse of an employee with such claims shall be the government agency having jurisdiction over such claim. The Union and Company agree to make a good faith effort to try to resolve any such issue.

- 4.5 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.
- 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 employer, be permitted unpaid time off up to 120 days, with no loss of seniority, for the purposes of correcting the identified problem, provided the employer 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.
  - d. An employee terminated as a result of alleged problems with documentation of work authorization shall be paid out all accrued vacation.

- e. Employees terminated for issues regarding documentation of work authorization shall be placed on the layoff list and will maintain their seniority if they are able to lawfully resolve their work authorization issue within 12 months of the date of termination.
- 4.6 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 reopener of this agreement. The agreement in its entirety shall remain in full force and unchanged.
- 4.7 The Company shall accommodate members who request time for religious prayer at religiously appropriate break times during work hours according to existing past practice, provided the employees complete their full workday obligations without additional straight time compensation. If no past practice exists, the Company shall make accommodations for prayer time during break times.

## **ARTICLE 5: PICKET LINES**

- 5.1 The Company shall not require any employee to go through a picket line of a striking Union. However, the Union agrees that in the event the Company becomes involved in a controversy with another Union, the Union will do all in its power to help effect a fair settlement.



## **ARTICLE 6: PHYSICAL REQUIREMENTS**

- 6.1 Physical Examination: In any case where there is a question as to the employee's ability to carry on or do the work, the Company shall have the right to require a physical examination, and if such employee is found to be physically unfit to perform his or her duties, the employment relationship may be terminated. The Company shall also have the right to require a physical examination of all new employees. The Company shall pay the expense of such examination.
- 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.
- 6.3 Security and Background: The Company reserves the right to conduct necessary personal background investigations where and whenever the placement of the employee involves sensitive work environment. Fingerprinting may also be required. 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**

For the purpose of this Agreement the following classifications will be applicable:

- 7.1 Full-time General Cleaners. Regularly scheduled employees of forty (40) hours per week who perform cleaning duties in buildings such as, but not limited to, remove and dispose of trash, waste and other refuse, wet and damp mop floors, sweep, dust mop floors, dust furniture and other office equipment, operate power cleaning tools, such as floor buffers, commercial vacuums, clean washrooms, vacuum carpets, plus other related duties, as assigned by supervisor.
  
- 7.2 Part-Time General Cleaners: Regularly scheduled employees assigned fewer than the scheduled full-time hours.
  
- 7.3 Repair Person/Specialty Crew: These employees' duties shall include general handyman duties such as, but not limited to, minor repairs to restroom fixtures; installing, repairing or re-hanging dispensers; minor repairs to doors, windows or furniture; ladder work, snow removal, carpet cleaning, striping & waxing, cleaning of interior glass, or similar duties of a project crew, duties may also include general cleaning duties as described in Article 7.1.

- 7.4 Window Cleaning: Employees who are assigned to clean perimeter windows for one (1) hour or more in duration will be paid at the prevailing journeyman rate of pay. Window cleaning pay will not apply to first floor windows, entryway glass or other interior glass.
- 7.5 Supervisors doing union work. Supervisors or other non-unit personnel shall be allowed to perform bargaining unit work in cases of (1) bona fide emergencies; (2) when no bargaining unit employees are available to complete a shift that has already begun; and such work does not result in the layoff of a bargaining unit employee. Additionally, supervisors or other non-unit personnel shall be allowed to perform bargaining unit work for up to 50% of their working hours in buildings of less than 250,000 square feet of occupied space provided at least one additional cleaner is employed in the building.

## **ARTICLE 8: WAGES**

- 8.1 Wages: Wages during the term of this Agreement shall be paid, as set forth in Appendix II and Appendix III attached hereto and made a part of this Agreement. Appendix III shall cover the protected employees working in the buildings that were previously covered under BOMA Agreements or Appendix III of contract cleaners Agreement.

**ARTICLE 9: OVERTIME**

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.

**ARTICLE 10: HOLIDAYS**

10.1 Celebrated Holidays:

- (a) The following holidays, when not worked will be paid at the straight time rate. All work performed on the following mentioned days will be paid for at the additional straight time rate, provided that the employees concerned work on the day before and the day after the holiday and that employees who received written consent of the Company to be absent on either the day before or the day after the holiday shall not forfeit their holiday pay.

New Year’s Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

The above holidays will be paid to both part-time & full-time employees. However, part-time employees must have 9 months of continuous service to be eligible for this pay

- (b) Floating Holiday: In addition to the holidays specified in 10.1 (a), covered full-time employees shall also receive, as a paid holiday, one floating holiday, which day shall be determined by mutual agreement between the employee and the Company. Part-time employees who have 3 years of continuous service shall also receive one floating holiday as a paid holiday. Employees shall be permitted to use the floating holiday in four hour increments. Effective January 1, 2017 floating holidays shall be awarded on January 1st of each year based on the employee's seniority on such date.
- (c) Christmas Eve for employees normally scheduled to work forty (40) hours per week. If Christmas Eve falls on a regular work day, such employees shall be required to work only five (5) hours, but shall be paid for eight (8) hours. The employee's shift on Christmas Eve shall begin at the employee's regular start time unless otherwise required by the client. The actual hours of work for that day shall be consistent with the requirements of the individual building and tenants.
- (d) On Eid and New Year's Eve, the employer shall make a good faith effort to accommodate janitors' requests to work a half-day, or to leave early. Such employees may use vacation time or the floating holiday (upon the employee's request) to avoid unpaid time on that day. The employee's request

shall not be denied solely on the basis that it was not pre-approved.

## **ARTICLE 11: VACATIONS**

11.1 Vacation Entitlements: Effective January 1st of 2021, and any calendar year thereafter, each full-time employee employed at the time shall be entitled to have and shall receive vacation with pay in accordance with the schedule set forth in 11.2 provided he/she has worked at least 90% of his/her scheduled hours during the preceding calendar year. Each part-time employee employed at the time shall be entitled to have and shall receive vacation with pay in accordance with the schedule set forth in 11.3 provided he/she has worked at least 90% of his/her scheduled hours during the preceding calendar year. Vacation awards shall be subject to the following terms:

- a. Seniority is based on the employee's date of hire.
- b. Transition from part-time to full-time or vice-versa, a change in contractors as a result of a building changing contractors, and layoffs, shall not result in a break in calculation of continuous employment for the purpose of determining an employee's seniority.
- c. The employee's seniority as of January 1st shall be used to calculate the entire vacation award.

- d. A “day” shall mean the number of hours the employee is regularly scheduled to work.
- e. If an employee works less than 90% of his/her scheduled hours during the preceding calendar year, then his/her vacation award shall be prorated (except for approved medical leave of absence or disability.)
- f. With the paycheck for the first full pay period of each calendar year and otherwise upon an Employee’s reasonable request, the Company will make available a written calculation of each employee’s earned and unused vacation days.

11.2 Length of Vacation and Vacation Pay Formula for Full-Time Employees: Vacation is awarded on January 1st of each calendar year according to the following schedule:

SENIORITY (As of January 1 <sup>st</sup> )	VACATION AWARD
Less than 1 Year	Five (5) Days
1-5 Years	Ten (10) Days
6-10 Years	Fifteen (15) Days
11-19 Years	Twenty (20) Days
20+ Years	Twenty-five (25) Days

11.3 Length of Vacation and Vacation Pay Formula for Part-Time Employees: Vacation is awarded on January 1st of each calendar year, according to the following schedule:

SENIORITY (As of January 1 <sup>st</sup> )	VACATION AWARD
4-7 years	Five (5) Days
8+ years	Ten (10) Days

11.4 Vacation Period: Vacation taken before May 1st or after September 30th of any year may be taken only consistent with the reasonable demands of the business. Vacation shall not be used in less than one (1) day increments. A “day” shall mean the number of hours the employee is regularly scheduled to work. The employee with the greater seniority shall have preference provided the employee has submitted their requests between December 1st and December 31st for vacation during the following 12 months. Any vacation requests submitted after January 1st will be awarded on a first-come, first-award basis, and will be responded to in writing or electronically within one week of the request. The employer shall not apply arbitrary limits to the amount of contiguous vacation time that an employee may request; provided, however, that this provision shall not modify the Company’s right to approve or deny vacation requests. The employer may require that vacation requests be submitted in writing or electronically via the employer’s designated form or process.

11.4 Holidays Falling During Vacation Period: Employees who are allotted a vacation during a week in which



a holiday falls, shall be given an extra day off or the equivalent in pay at the discretion of the Employer.

- 11.5 Vacation for Terminated Employees: Vacation for Terminated Employees: Employees are expected to provide the company with a one week notice of the employee's intent to resign. Employees who give the notice will be paid terminal vacation pay. The term "terminal vacation pay" means vacation which has not yet been used by the employee. An employee who fails to give the required one week written notice or is discharged for cause will not be eligible for any terminal vacation pay.
- 11.7 Carry over: an employee may carry over up to forty (40) hours of any unused vacation from the previous year. Carry over from the previous year is separate from and in addition to maximums in 11.2. With the paycheck for the first full pay period of each calendar year, the Company will make available a written calculation of each employee's earned and unused vacation.

## **ARTICLE 12: CONTRACTING NEW ESTABLISHMENTS**

- 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 Obligations to Union Members when contracts for services covered under this Agreement change hands between companies whose employees are members of SEIU Local 26:

When the Company signs a contract to provide covered services at a property where such services are provided by another contractor whose employees are SEIU Local 26 members, the newly arriving Company will offer employment to the non-probationary employees of the departing contractor subject to the following conditions:

- (a) The customer may specifically disqualify employees of the departing contractor and such employees shall not be hired by the arriving Company. The departing contractor will then either (a) place the disqualified employee(s) in another available substantially comparable position without loss of benefits or seniority or, if no such position is available, (b) layoff the disqualified employee(s) subject to the provisions of Article 16 of this agreement. Customer decisions in this regard shall be final and binding and not subject to arbitration.
  
- (b) Any employees not disqualified by the customer shall be required to pass the arriving Company's normal selection and hiring processes, including but not limited to background checks and drug screening, before becoming employed by the

arriving Company. Any employees of the departing contractor who do not pass such processes shall not be hired by the arriving company.

- (c) Employees hired by the newly contracting Company will retain their seniority date as recorded by the departing Company, as well as their previous pay rate, vacation accrual levels, full time or part time status, and eligibility for benefits (without a new probationary or waiting period).
- (d) Initial shift assignments, work schedules and work assignments given to employees hired shall be exclusively the determination of the arriving company and no grievance concerning any such decision shall be subject to the contractual arbitration procedure. Any non-disqualified employees who are not hired by the arriving company shall be laid off subject to the provisions of Article 16 of this Agreement, by the departing company.
- (e) The outgoing contractor shall pay the employee for their terminal vacation pay as described in Article 11.5. The contractor taking over the location shall allow employees to request the equivalent number of unpaid days off as that employee had remaining as vacation days under the outgoing contractor.

- (f) As described in Section 11.2(b), a change in contractors as a result of a building changing contractors shall not result in a break in calculation of continuous employment for the purpose of determining an employee's seniority to calculate the vacation award on the following January 1st
- (g) Where a building transition creates a question of which company is responsible to pay health insurance premiums, the contractor who is operating in the building on the first business day of the month shall be responsible for that month's employer health insurance premium contributions.
- (h) Under no circumstances would a re-bid or a change in contractors result in having fewer full-time employees than are already employed at that building, either by contract or in-house staff, that are presently members of SEIU Local 26, unless there is a specification change by the customer. Such change in specifications must be given in writing to the union, and must have a reasonable relationship to the number of hours reduced, but the company shall not be required to disclose any confidential and proprietary information.
- (i) The contractor shall continue to have the obligation to the Union members employed

by the customer or all previously “protected” employees who were formerly employed by the customer or contractor (see Appendix IV) to provide employment in the same or any other building with no reduction of pay or other benefits.

12.3 Company will provide the Union with the following information, within a reasonable period of time, for all accounts lost to non-union companies.

Name of building

Date of contract termination

Owner or managing agent

Address

Incoming contractor (if known by Company)

Number of full-time and part-time employees

### **ARTICLE 13: OTHER AGREEMENTS**

13.1 “Most Favored Nation” Clause: No agreement shall be made by the Union with other employers in this industry which contains any terms more favorable to any employer than the terms in this Agreement, including Territorial Jurisdiction. The Union agrees to inform the Companies signatory to this Agreement upon the signing of this Agreement by any new signatory.

13.2 Building Staffing Requirements: All Buildings or Office Parks in excess of 250,000 square feet as recorded in the BOMA's Standard of Measurements and The Building Rent Rolls shall be staffed at no less than 80% full time cleaners. All buildings with at least 500,000 square feet shall be staffed at 100% full-time employees.

Notwithstanding the full-time percentage described in this section, the Company may employ part-time employees under the following circumstances in buildings with at least 500,000 square feet.

- a. No more than one part-time employee may perform work in the building at any given time; except that,
- b. Part-time employees may fill-in for full-time employees that are absent from work for any reason other than termination.

The full time hourly wage rate shall apply to part-time employees working under this provision. This provision shall not be used to reduce the number of full-time employees in a building.

13.3 If, during the term of this Agreement, a building that is scheduled to or has already converted to full-time cleaning in accordance with Section 13.2, above, undergoes a significant increase in vacancies, a significant change in lease terms, or some other

change, or is subject to some other circumstance that the Company reasonably believes precludes full-time cleaning, then the Union and the Employer agree to discuss whether the building should become or continue to be cleaned full-time, or warrants a delay in converting to full-time cleaning. Absent agreement, the provisions of this Article shall apply.

- 13.4 Under no circumstances would a re-bid result in having fewer full-time employees than are already employed at that building, either by contract or in-house staff, that are presently members of SEIU Local 26.

#### **ARTICLE 14: GOVERNMENT CONTRACTS**

- 14.1 Execution of Government Contracts: Notwithstanding any other provisions of this Agreement, the wage rates, benefits and conditions of employment for services performed pursuant to contracts with any agency, department or division of the United States Government or for services performed in any premises leased and rented by any such agency, department or division shall be the wage rates, benefits and conditions of employment established by the Secretary of Labor. Said rates; benefits and conditions of employment shall apply only to the premises stated in this Article.

#### **ARTICLE 15: HEALTH BENEFITS**

- 15.1 As a condition of receiving health insurance coverage under this Article, employees shall sign appropriate

documentation authorizing the Company to deduct such contributions from wages. Any employee not signing the appropriate authorization document shall not be eligible for coverage as provided herein.

15.2 Applicability of Health Care Benefits: The benefits described herein are applicable to employees as follows:

- (a) Full-time Employees as defined by this Agreement (regularly scheduled 40 hour): 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, as defined by this Agreement, 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 Company may unilaterally adopt an alternative eligibility determination method for variable hour employees provided such method



satisfies the minimum eligibility requirements of the employer shared responsibility provisions of the Affordable Care Act. In such case, the 12 month “lookback period” method described in this subsection (c) shall not apply.

- (d) Employees whose insurance has been canceled for any reason and who return to active service with immediate prior employer within one (1) month of the date of cancellation of insurance will again be eligible for insurance starting the first of the month after commencement of active continuous full-time employment.
- (e) Employees whose insurance has been canceled for any reason and who return to active service with the immediate prior employer after one (1) month, but prior to four (4) months from the date of cancellation of insurance will again be eligible for insurance starting on the first of the month, two (2) months after commencement of active continuous full-time employment; provided that this provision does not apply to employees whose insurance has been canceled due to proper leave of absence or occasioned by sickness or disability.
- (f) Employees whose insurance has been canceled due to proper leave of absence or because of sickness or disability, and who return to work for immediate prior employer will again be covered by insurance, two (2) weeks after commencement of active continuous full-time employment.

- (g) All employees not described in subsections (d), (e) or (f) herein, shall be considered as new employees.

Subparagraphs (b) and (c) of this section, above, are intended to satisfy but not exceed the minimum requirements established by the definition of “full-time employee” for the purposes of the employer shared responsibility provisions of section 4980H of the Internal Revenue Code. As such, an employer shall be deemed to be in compliance with subparagraphs (b) and (c) of this section if the employer is utilizing eligibility determination methods that satisfy the minimum requirements of section 4980H of the Internal Revenue Code.

In the event that the minimum eligibility requirements established by the definition of “full-time employee” for the purposes of the employer shared responsibility provisions of the Affordable Care Act are modified by statute, regulation or court decision, subparagraphs (b) and (c) of this Section will be automatically modified to satisfy but not exceed such modified minimum eligibility requirements on the relevant effective date(s). Any such modification shall not impact the eligibility of “full-time employees” as defined by this Agreement (regularly scheduled 40 hour employees).

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.

15.3 First Time Enrollment: The Company shall distribute enrollment packages and an enrollment form 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.

15.4 Annual Open Enrollment: Each year during open enrollment the company shall distribute enrollment packages and forms to all eligible employees no later than November 1st, and send the completed enrollment forms to the fund by December 1st, for coverage beginning on January 1st.

15.5 Employee Premiums:

All eligible employees shall have the option (employee choice) to enroll in either the Plan A schedule of benefits or the Plan G schedule of benefits. Premiums shall be determined by the employee's Plan A or Plan G election as follows:

The Company shall withhold the following amount per month from the pay of each employee who elects health care coverage for the employee only:

<u>Effective Date</u>	<u>For Employees That Choose Plan A</u>	<u>For Employees That Choose Plan G</u>
Current 2020	\$40.22	28.19
5/1/2020	\$40.00	\$30.94
1/1/2021	+Up to 8%	+Up to 8%
1/1/2022	+Up to 8%	+Up to 8%
1/1/2023	+Up to 8%	+Up to 8%

The Company shall withhold the following amount per month from the pay of each full-time employee who elects health care coverage for the employee and the employee's children:

<u>Effective Date</u>	<u>For Employees That Choose Plan A</u>	<u>For Employees That Choose Plan G</u>
Current 2020	\$169.16	\$140.96
5/1/2020	\$150.00	\$154.77
1/1/2021	+Up to 8%	+Up to 8%
1/1/2022	+Up to 8%	+Up to 8%
1/1/2023	+Up to 8%	+Up to 8%

Healthcare for the employee and the employee's full family, or the employee and the employee's spouse, is not offered under this Agreement.

- 15.6 Not Including the amounts withheld from each enrolling employee pursuant to Section 15.4, the Company shall pay over to SEIU Health and Welfare trust the following employer premium amounts with respect to each enrolling employee:

- (A) For employees who elect individual health coverage under Plan A:

<u>Effective Date</u>	<u>Employer Contribution (Monthly)</u>
Current 2020	\$499.59
5/1/2020	\$552.71
1/1/2021	+Up to 8%
1/1/2022	+Up to 8%
1/1/2023	+Up to 8%

- (B) For employees who elect individual health coverage under Plan G:

<u>Effective Date</u>	<u>Employer Contribution (Monthly)</u>
Current 2020	\$423.33
5/1/2020	\$464.82
1/1/2021	+Up to 8%
1/1/2022	+Up to 8%
1/1/2023	+Up to 8%

- (C) For employees who elect health coverage for the employee and the employee's children under Plan A:

<u>Effective Date</u>	<u>Employer Contribution (Monthly)</u>
Current 2020	\$695.63
5/1/2020	\$799.54
1/1/2021	+Up to 8%
1/1/2022	+Up to 8%
1/1/2023	+Up to 8%

- (D) For employees who elect health coverage for the employee and the employee's children under Plan G:

<u>Effective Date</u>	<u>Employer Contribution (Monthly)</u>
Current 2020	\$603.78
5/1/2020	\$662.95
1/1/2021	+Up to 8%
1/1/2022	+Up to 8%
1/1/2023	+Up to 8%

- (E) 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. It is the intent of the parties that the employee premiums described in the preceding section shall increase at the same percentage as the employer premiums described in this section.

15.7 In the event that spouses of employees are ineligible for tax credit or other subsidies under Section 36B of the Code, Section 1402 of the ACA or any other subsidy ordinarily available under the ACA or other applicable law as the result of the provisions of this Agreement, the Union may request that the parties hereto meet and confer to discuss changes to this Article. The parties request that the Company's monetary obligations under this Article shall not be substantially reduced as the result of any changes agreed-to by the parties pursuant to this section.

15.8 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, contingent on the following:

1. If the union allows any other janitorial company to offer a different plan from the SEIU health and welfare fund agreed to in this contract, the union shall notify the company and the company shall immediately be given the opportunity to offer a comparable plan for the length of the contract.
2. Under no circumstances would the company be required to pay more in premiums than what is set forth in this Article.

15.9 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 with the same rates of contribution and that does not otherwise increase the total cost to the employer. In such event, the no strike provision contained in Article 23.5 of this Agreement shall apply.

15.10 The parties recognize that the health insurance plan may become subject to an excise tax on high cost employer sponsored health coverage (a.k.a. “Cadillac Tax”) under the Affordable Care Act. If the Union or the Company receives notice that the health insurance plan will become subject to the tax or has become subject to the tax, the parties agree that they will work through SEIU Health and Welfare Fund to modify the plan as necessary to avoid the Cadillac tax.

## **ARTICLE 16: SENIORITY**

16.1 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; however, due regard may be given to other factors, such as ability, physical fitness, efficiency, experience with specific job routines and specific types of skills. Senior Employees shall have first choice to work extra or overtime hours by building. The Company shall be the judge as to all factors other than seniority.



- 16.2 The company agrees to 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, or government contracts covered by Article 14, with written proof to the union to that effect.
- 16.3 Laid-off employees: An employee who has been laid off shall be given at least one (1) working day to accept or reject an offer of employment by the Company in a substantially comparable position. If the employee accepts such a position, he must report for work the next working day after notification of acceptance. In the event that after accepting such a position the employee fails to report within the time specified, the employee shall lose any benefits s/he may have with the company and another individual may be hired.
- 16.4 Loss of Cleaning Contracts: In the event the Company loses a cleaning contract, any employee not thereupon placed in a substantially comparable job 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 or until the employee has received two comparable offers of employment. If the employee is recalled, in accordance with the recall procedure contained in this Agreement, within the said twelve (12) month period, the employee shall retain his/her full seniority. For purposes of this section

“comparable” shall be defined as similar or the same full-time/part-time status, geography, and shift as the employee’s prior position.

16.5 The Union will make a concentrated effort to organize the nonunion contractor and will agree to do informational picketing/leaflet distribution at the job site of buildings that are presently Union buildings that are lost to non-union contractors. The Union contractor losing the building is responsible for notifying the Union prior to termination, if possible.

16.6 Displaced Worker List. When it becomes necessary to reduce the working force at a building, the person at that building 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 has received two comparable offers of employment, whichever comes first. A copy of this list shall be provided to the union at the end of every month. If the laid off employee receives a new position, he or she shall maintain his or her seniority. For purposes of this section “comparable” shall be defined as similar or the same full-time/part-time status, geography, and shift as the employee’s prior position.

16.7 Transfer List: The Company shall maintain an updated list of all employees requesting transfers to other buildings, according to seniority, and a copy of this list shall be provided to the union at the end of every month. However, an employee may not request a transfer to another building until the employee has been employed continuously for 6 months at the employees present building site. Employees requesting transfers shall remain on the transfer list until the employee has been offered an opportunity to transfer to another position comparable to what the employee has requested. Once an opportunity to transfer to such a position is made to the employee, the employee will be removed from the transfer list. The employee may reapply for transfer following a period of 6 months. The transferred employee shall maintain his or her seniority.

16.8 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. A copy of openings shall be provided to the union at the end of every month. The posting shall contain a full description of the job duties, starting & ending time, and rate of pay. 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:

1. Employees in the same building, according to seniority, and employees on the “displaced worker” list according to seniority,
2. Employees from other buildings on the transfer list, according to seniority
3. Outside applicants.

16.9 It is understood that pursuant to this Article, there shall be no bumping.

### **ARTICLE 17: MANAGEMENT RIGHTS**

17.1 The Union recognizes the exclusive right of Company management to manage the business and direct the working force including, but not limited to, the following:

- (a) Promulgate and publish reasonable working rules (copies to Union);
- (b) Establish standards of quality and performance;
- (c) Assign and transfer employees.

### **ARTICLE 18: GENERAL**

18.1 Furnishing of Equipment: No employee shall be required to furnish any equipment to perform his duties, unless herein provided. Where required Companies will provide regular uniforms or smocks.

- 18.2 **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. The Company may hold the employee's final pay check until such items are returned to the company or the employee may forfeit the cost incurred by the Company to regain the property or forfeit the lesser of \$250.00 or his/her final pay check as liquidated damages.
- 18.3 **Employment on Hourly Basis:** The Company shall employ members of this Union on an hourly basis. The Company will allow a five (5) minute grace period for late arrivals with no loss in pay.
- 18.4 **Paydays** are to be every two (2) weeks. At no cost to the employee, employees who work for employers who have 100 or more employees may elect to have their paychecks electronically deposited at the employee's designated bank.
- 18.5 **Late or incorrect pay** may require a separate payroll payment to be made to the affected employee. In the event of a pay discrepancy, the employee must notify the Employer in writing. If an error was due to no fault of the employee and exceeds \$50, a corrective payment shall be made available to the employee no later than five (5) days after confirmation of the error (excluding Saturdays, Sundays and holidays).

18.6 Job Stewards: It is agreed that the Union may establish Job Stewards where needed. The Union shall notify the employer of all designated shop stewards. Shop Stewards shall have the right to investigate complaints relating to the specific terms of this Agreement at their regular job location. The Company agrees not to discriminate against or retaliate against stewards for Union activity. However, Job Stewards are subject to the same rules, regulations and working conditions as apply to all other employees.

18.7 Conference with Union Representatives: Union representatives shall, at all times, be permitted to confer with employees in the service of the Company, provided it does not interrupt or interfere with the Company's operation. The union recognizes that work under this Agreement is sometimes performed in buildings under control of customers of the Company and in buildings requiring security clearances. In such cases the Union agrees to make arrangements for conferences with employees so as not to interfere with the operation of the building in question and 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 prescribed by the owner.

18.8 Compliance with Agreement: A signatory Company, after receiving written notice from the Union regarding a specific violation of the Agreement, is to be given thirty (30) days within which to correct

the violation. After the thirty (30) day period, the Union may audit the books of the individual Company involved with respect to the specific violation. If the audit shows the Company has corrected any and all violations, then it shall not be regarded as “willful” and the audit shall be paid for by the Union. If, on the other hand, the audit shows that said Company has not corrected all violations, then it shall be regarded as “willful” and it shall be made to pay the cost of the audit and also pay whatever items are applicable under the violation plus eight per cent (8%) interest for the total amount of money involved. Reasonable proof must be provided by the Union before the Company is obligated to present its records.

18.9 Willful Violations of Agreement: It is further agreed and understood that in any case where the Union initiates an arbitration proceeding or a suit at law under the provisions of 18.7 and such proceedings or suit concerns willful and substantial alleged violations of the wage and benefit provisions of this Agreement, the following shall obtain:

- (a) No less than ten (10) days of actual written notice of the Union’s intent to proceed to arbitration or commencement of suit shall be served upon a designated representative of Companies listed at Appendix 1 (hereinafter called the “Association”). Such representative shall have the obligation, in turn, to notify the other member Companies of the Association. The Association representative

authorized to receive such notice shall be designated by the Association, in writing. Such designation shall remain valid unless revoked by the Association, in writing, to the Union.

- (b) Each such affected or interested Company may elect to become party to such law suit or arbitration proceeding so as to claim and recover any damages it may prove that it suffered as a result of the alleged willful and material violation of the wage and benefit provisions of this Agreement.
- (c) Should the arbitrator or court find that a willful and material violation of the wage and benefit provisions of this Agreement has, in fact, occurred the Union and each participating Company found to have suffered damage as a result thereof, may recover, in addition to such damages, all of their respective costs, including reasonable attorney's fees.
- (d) In any case where any member Company or Companies of the Association obtain knowledge of a violation by another company of the wage and benefit provisions of this agreement, the member Company or Companies may initiate a lawsuit or arbitration proceeding. The Member Company or companies shall serve notice upon the Union of the intent to proceed to arbitration or commence suit. Within ten (10) days of receipt



of such notice, the Union may elect to join or not to join such suit or arbitration proceeding. The expense of such suit or arbitration shall be borne equally by the parties participating. The Company or Companies may proceed even if the Union elects not to participate.

18.10 No Reduction of Remuneration and Working Conditions: Nothing in this Agreement shall reduce any present remuneration, working conditions or established privileges.

18.11 Any gratuities, bonuses, recognition awards, picnics or banquets given by the Company are of a voluntary nature and are not to be considered as part of this agreement. They, therefore, may be altered or discontinued at any time at the Company's discretion.

18.12 Training Documents: All employees are required 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.

18.13 Labor-Management Committee: A labor-management committee shall be established for the industry between SEIU #26 and the companies participating in the MSPCCA bargaining group. The Union and the MSPCCA shall each appoint six individuals to serve on this committee, which appointments shall not regularly change from one meeting to the next.

The committee shall meet quarterly (or otherwise as mutually agreed) to review issues presented by the parties. The committee shall not function to hear or resolve specific disputes but instead shall function to discuss broad industry issues. An agenda of those subjects shall be established in advance of each meeting. The committee may establish subcommittees to work on specific issues. The parties agree that reduction in energy usage, and reduction in waste is a shared goal. To achieve these ends, the company and the union agree to initiate a discussion on these topics at the Labor-Management Committee. The Federal Mediation and Conciliation Service shall be invited to work with the parties in this process.

18.14 The employer will agree to fund a new labor management cooperation fund (LMCF), jointly established between the employers participating in the MSPCCA and the Union. The contribution will be made on a lump sum basis, according to employee headcount, with the total contribution estimated according to \$0.01 per hour worked in year two of the agreement and \$0.01 per hour worked in year three of the agreement (payments shall be remitted quarterly, or at the end of the calendar year at the discretion of the employer.)

18.15 Ad Hoc Committee: The Company and the union will establish an Ad Hoc committee. This committee shall consist of 3 voting representatives to be named by the Union and three to be named by the company.

(a) Green chemicals & safe equipment: The committee will review the use of green chemicals. It is the responsibility of The Company to provide a safe and healthy work place for employees, and is committed to work practices and the use of materials that contribute to a healthy and sustainable ecological environment. The Union supports these goals and will cooperate with the Company's efforts in this regard.

- i. The Company shall provide all PPE (Personal Protection Equipment) as recommended by Material Safety Data Sheets (MSDS). Employees shall use MSDS-compliant gloves, face masks and/or goggles (provided by the Employer) when required by the assigned work task. In addition, the Employer shall provide training to employees on the use, mixing and storage of cleaning chemicals. 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.
- ii. The Company shall furnish cleaning supplies in sufficient quantity and maintain all equipment in such state of repair as is required to perform the work assigned.

- iii. The Employer shall make every effort to use only green, sustainable cleaning products where possible.
- (b) The terms and provisions of this Ad Hoc Committee section shall not be subject to the grievance and arbitration provisions Article 23 of this contract.
- (c) Only properties that are 250,000 square feet or larger in size are subject to this Ad Hoc Committee section.

## **ARTICLE 19: WORKLOAD**

19.1 The Company shall not impose an unreasonable workload upon any employee (full-time or part-time), and should there be a substantial change in workload, the employee's work hours shall be reviewed and adjusted as appropriate. In the event of a grievance involving a dispute relating to an employee's workload, such grievance shall be subject to the grievance and arbitration provisions of this agreement. Provided, however, that no grievance related to an unreasonable workload shall be filed prior to the employee completing the review and walkthrough process, unless the company denies the employee's request or refuses to schedule the walkthrough within fifteen (15) days of the employee's request. This limitation shall not apply to a grievance related to the Major Changes provisions contained in Section 19.3 of this Agreement.

a) The employer shall not unreasonably deny an employee's written request for a written description, review and/or walkthrough of their work assignment. The employer and the union mutually agree that the employer may but shall not be required to conduct more than two walkthroughs during each calendar month and no more than one walkthrough in the same building during each calendar month; provided, however, that if the employer refuses to schedule a walkthrough within the time period described in this section, the employee may file a grievance. The employer will review the work assignment with the employee within seven (7) days of the employee's request. The employee may request that the building steward be present during any review and/or walkthrough process. If no building steward has been designated for the building in question, the employee and the employer shall mutually agree that an individual from a pool of union designated, trained stewards or representatives from the same employer may accompany the individual on the review and/or walkthrough. Work assignment reviews and walkthroughs shall not interfere with the operation of the building in question and be subject to security and other establishment rules prescribed by the building management.

b) The work assignment review and walkthrough process is part and parcel of the grievance

and dispute resolution process contained in this Agreement as it applies to the workload provisions of this Agreement. The goal of the work assignment review and walkthrough process is to support the resolution of work assignment disputes, by the most efficient means possible, prior to the arbitration of a workload dispute. The work assignment review and walkthrough process is not part of the employer's training processes, nor is it a substitute or replacement for the employer's training processes. The union and the employer agree and acknowledge that time spent in this process is voluntary to the aggrieved employee(s) and any union steward(s) or other employee representative(s) in attendance, and such time is not compensable under this Agreement except as explicitly provided in this Article.

- c) "Days" as used in this section shall refer to business days and not calendar days. The timelines described in this Section may be extended by mutual agreement.
- d) The following definitions shall apply to the interpretation of this section:
  - i) Written description: A written description of the employee's work assignment describes in writing the work the employee is to perform.

- ii) Review: A work assignment review is a discussion between the employer and the employee (which may include a steward at the employee's request per 19.1(a)) about the employee's work assignment, or a portion of the employee's work assignment. A review normally takes place after a written description of the work assignment has been offered to the employee. An employee shall not perform any work during a work assignment review. A review normally takes place in the building but not necessarily in the work area. A review normally takes place outside the employee's regular working hours.
  
- iii) Walkthrough: A work assignment walkthrough is an on-site review of the employee's work assignment, or a portion of the employee's work assignment, in which the employee and the employer review and discuss the individual elements of the work assignment at the specific location(s) where the work takes place. A walkthrough normally takes place after a review of the work assignment and is limited to the portion(s) of the work assignment at issue. A walkthrough shall be structured to resolve the dispute as efficiently as possible. An employee may perform elements of the work assignment during a walkthrough if the

parties mutually agree that the performance of work is necessary to resolve the issue(s). A walkthrough normally takes place at the specific worksite and during the employee's normal working hours. A walkthrough is not a time study of the employee's work assignment. The aggrieved employee shall be paid for the time spent in a walkthrough. In buildings larger than 250,000 ft<sup>2</sup>, the building steward shall be paid for the time spent in a walkthrough.

- e) When a walkthrough takes place, the employer may use any reasonable means, including but not limited to the performance of bargaining unit work by supervisors, to ensure that the regular work assignments of the aggrieved employee and the building steward are completed.
- f) Any practices or efforts by the Company related to resolving work assignment issues that go above and beyond the minimum requirements of this Agreement shall not establish any requirement that the Employer maintain or continue such practices or efforts. Steward paid time for walkthroughs shall not establish a practice of paying stewards for non-incidentual time spent on union business. Any evidence of such practices shall be inadmissible in any arbitration or other proceeding as evidence to support any claim that an employer has established any such related practices.



g) All disputes related to the review and walkthrough process described in Section 19.1, and the interpretation of Section 19.1, shall be submitted directly to the designated arbitrator, Arbitrator Gil Vernon, for an expedited “baseball arbitration” in which each party will submit its best offer, along with a written position statement in support of that offer, to the Arbitrator. The Arbitrator’s decision shall select the position of one party with no modification. The union and the employer shall split the Arbitrator’s fee equally. The Arbitrator will issue a decision to the parties within seven (7) days, and the parties will be bound to that decision. The Arbitrator is authorized only to determine whether the employer must conduct a review or walkthrough process, respectively, under the terms of this Agreement, and the scope and duration of the walkthrough. Under no circumstances shall the duration of the walkthrough process ordered by the Arbitrator exceed the duration of the employee’s regular shift.

19.2 Changes in regular work assignment: It is understood by both parties that regular work assignments may change as a result of time saving changes in technology, equipment, method, vacancies or building cleaning specification. The employee shall be re-trained before implementing a substantial change in their work assignment as necessary to ensure that the employee understands the changes to their work assignment.

19.3 Major changes: If the company proposes a change that impacts at least 50% or more of the employees in a building (such as a transition to Day cleaning, a reduction in hours, or a change in workloads) the following procedure shall apply:

- (a) The company shall give the Union 30 days notice before implementing changes. If it is documented that the client gives less than 30 days notice to the company, then the company shall give the union as much advance notice as possible.
- (b) The Committee shall meet and confer before the proposed changes are implemented. If the Committee is unable to agree to a distribution of start times and workloads and assignments, then management may implement such adjustments as it deems warranted.
- (c) At the time the company provides notice, the company shall provide the union with a seniority list for the affected building, and for each janitor a detailed description of their assignment/run duties, their start and end time as they become known.
- (d) Disputes over Major changes; if the union files a grievance over a major change after the “meet and confer” process has failed to resolve the dispute, the union may, within twenty (20) working days, submit the grievance to arbitration under the process described in Article 23.

(e) Only properties that are 250,000 square feet or larger are subject to this Major Changes Article 19.3.

19.4 The union and the company will collaborate via the industry labor-management committee on a third party industry ergonomic study, should such a study be initiated by an accredited post-secondary institution during the term of this Agreement.

## **ARTICLE 20: LEAVE OF ABSENCE**

20.1 An employee with one year of continuous service may be granted a leave of absence, with or without disability pay, for time away from work under the following conditions:

20.2 Disability Pay: This benefit is available for full-time employees who have worked for twelve (12) months and need time away from work for non-work related medical issues. Disability pay is in conjunction with Family Medical Leave Act (FMLA). Disability pay begins on the 1st day of hospitalization or on the 3rd day of an accident or on the 5th day of an illness. Employees will receive disability pay as a taxable benefit for a maximum of 12 weeks at the rate of 60% of regular pay. Effective 1/1/17, the disability pay amount shall increase to 66% of regular pay. A physician statement verifying the need to be off may be required by the Employer. Childbirth shall receive a maximum of 6 weeks of disability pay. If the mother

has a documented ongoing medical disability beyond six weeks, she shall be eligible for an additional 6 weeks disability pay.

- 20.3 FMLA (Family Medical Leave Act): For part or full time employees with one year of employment who has 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/her self. 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.
- 20.4 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 employer shall not unreasonably withhold the granting of a personal leave of absence request submitted in writing. An employee may take one personal leave of up to 12 weeks of leave within a 24 month period. The unpaid portion of the personal leave of absence will commence after all vacation entitlement of the employee has been exhausted.
- 20.5 Military Leaves of Absence: All reservists or National Guard members are required to notify their Employer as soon as possible of training exercises requiring time off of work. Military leave will be without pay or at the discretion of the Company.

20.6 Bereavement Leave: Upon submission of satisfactory documentary evidence, full and part-time employees will be allowed a period of up to five (5) days off with pay to mourn the death and/or make arrangements for and attend the funeral of a mother, father, spouse, or child. Up to four (4) days with pay will be allowed for brother, sister, current mother-in-law, or father-in-law. Employees will be allowed up to three (3) days with pay to attend funerals for grandparents, grandchildren and great grandchildren and current brother/sister-in-laws. In the case of a funeral outside of the Continental United States, an employee shall not be unreasonably denied up to no more than two (2) calendar weeks of unpaid funeral leave.

20.7 Union Leave. Upon at least ten (10) 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 shall be entitled to be reinstated to his former or an equivalent position with the same rate of pay. The Company will continue the past practice of releasing Executive Board, negotiating committee, and union stewards for meetings.

20.8 Jury Duty: The Company will allow full time employees paid time to serve on a jury. An employee must within one working day of receipt of a summons for jury duty notify his/her manager of the days required to be available for jury duty. The employer is to pay the differential in wages when jury duty conflicts with his/her working schedule. If the employee works second or third shift, they will be given unpaid time off as well.

20.9 Sick Days:

- a) Full time employees with one (1) year or more of service shall be eligible to use one (1) paid sick day each year. Full time employees with three (3) years or more of service shall be eligible to use two (2) paid sick days each year. Full time employees with five (5) years or more of service shall be eligible to use four (4) paid sick days each year. Effective 1/1/21, full time employees with one (1) year or more of service shall be eligible to use three (3) paid sick days each year. Full time employees with three (3) years or more of service shall be eligible to use four (4) paid sick days each year. Full time employees with five (5) years or more of service shall be eligible to use six (6) paid sick days each year.
  
- b) Part-time employees with three (3) years or more of service shall be eligible to use one (1) paid sick

day each year. Part-time employees with five (5) years or more of services shall be eligible to use two (2) paid sick days each year.

- c) Sick days shall be awarded on January 1st of each year based on the employee's seniority on such date. A "day" shall mean the number of hours the employee is regularly scheduled to work. Sick days are non-accumulative.

20.10 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 21: STATE AND FEDERAL LAWS**

21.1 Compliance with State and Federal Laws: It is the intent and purpose of this Agreement to abide by and comply with all laws both State and Federal, and decisions and rulings of all courts, tribunals and boards, both State and Federal that may legally affect this Agreement. It is the belief of the parties hereto, that this Agreement does so comply with all such laws, decisions and rulings. If, however, the Agreement does not and the employer-employee

relationship set forth herein is not in compliance with any such present law, decisions or ruling, which may be enacted or promulgated in the future, the parties hereto agree to accept and comply with any such Federal or State law, any such Federal or State court decisions or the ruling of any such State or Federal board of tribunal.

21.2 Readjustments to Comply with Legislation: Should any of the provisions of this Contract, including, but not limited to the classification system provided in Article 7, be held either administratively or judicially to be in violation of any applicable Federal, State or Local legislation, the Union and the Employer agree to meet to bargain any necessary changes or adjustments in this Agreement, including, but not limited to classifications and/or wage rates, so that compliance with such legislation shall be achieved. It is agreed, however, that such adjustments shall result in no (or minimum) overall financial cost to the Employer. It is provided, however, that such changes and/or readjustments must be lawful. It is further agreed that this provision shall apply to circumstances where the parties mutually agree that such violation would occur but for such corrective action.

## **ARTICLE 22: SAVING CLAUSE**

22.1 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.

## **ARTICLE 23: GRIEVANCE PROCEDURE**

23.1 Definition of Grievance: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of compensation, hours and working conditions of the interpretation or application of any of the provision of this Agreement.

23.2 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 (who must be an aggrieved employee) if any employee(s) are seeking a remedy via the grievance.

The employer is only obligated to fulfill information requests that are reasonably related to 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.

23.3 No written or verbal warnings or reprimands shall be considered for purposes of progressive discipline after eighteen (18) months from the date of the warning or reprimand. This does not apply to past suspensions, EEOC claims, criminal conduct, or violence. The Company agrees that if an employee is asked to sign a document of disciplinary action, such signature implies only receipt of the documentation.

- 23.4 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.
- 23.5 Employees may be suspended without pay as part of disciplinary action. 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.
- 23.6 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.
- 23.7 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 requested by either party) shall be borne equally to the Company and the Union.

- 23.8 Failure of either party 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 Company 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.

23.9 Grievance on Discharge: an employee who has been discharged shall have three (3) working days after discharge to file with the Union a written grievance. The Union shall then have three (3) working days, after receipt of the grievance, to mail or give a copy thereof to the Company. If these time limits are not met, the matter will be considered closed.

23.10 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, which shall be final and binding on the parties. Notwithstanding, the Arbitrator 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.

23.11 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.

#### **ARTICLE 24: TERM OF AGREEMENT**

24.1 This Agreement shall be in full force and effect from the date the written contract is signed by the parties to and including December 31, 2023 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 December 31, 2023 or December 31st of any year thereafter, in which terminations or amendments are requested.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on behalf of the parties.

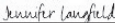
**For the Union:**



Iris Altamirano

**For ABM Industry Groups:**

DocuSigned by:



461F10101010429

**For Compass Group:**

DocuSigned by:



1524CF75488F40E

**For FBG Service Corporation:**

DocuSigned by:



00881E101CFCA21

**For Harvard Maintenance, Inc.:**

DocuSigned by:



431310967614C7

**For Kleen-Tech Services Corporation:**

DocuSigned by:



7982916C38889428

**For ISS Facility Services, Inc.**

DocuSigned by:



774F1149C826A478

**For Managed Services, Inc.:**

DocuSigned by:



38A2421277E0424

**For Marsden Bldg Maintenance, LLC:**

DocuSigned by:



5A988F14732C487

**For Mid-City Cleaning Contractors, Inc.:**

DocuSigned by:



DC7548F8D395483

**For SBM Management Services:**

DocuSigned by:



501193C2448814E7

# APPENDIX I

Part of Agreement for period ending December 31, 2023 by and between SEIU Local 26 and the Minneapolis-St. Paul Contract Cleaners Association. List of companies who are signatory to the Agreement:

- ABM Industry Groups
- Ameriklean
- Aramark
- Capital Maintenance
- Compass Group
- F&F Cleaning
- FBG Service Corporation
- Green Cleaning Cooperative
- Harvard Maintenance, Inc
- ISS Facility Services, Inc
- Kleen-Tech Services Corporation
- Managed Services, Inc
- Marsden Bldg Maintenances, LLC
- Mid-City Cleaning Contractors, Inc
- Paramount Building Solutions
- Preferred Building Services
- SBM Management Services
- Triangle Services



## APPENDIX II: WAGES

Part of Agreement for period ending December 31, 2023 by and between SEIU Local 26 and the MSPCCA.

- (1) Tier 1 wage rates shall apply to buildings with at least 250,000 square feet
- (2) Tier 2 wage rates shall apply to any building with less than 250,000 square feet
- (3) Tier 3 wage rates, shall apply to the following:
  - a. Any building that was cleaned by a non-signatory contractor immediately prior to the Employer starting the account\*\* (see 36-month limitation below).
  - b. New hires in buildings smaller than 75,000ft2

<b>Full Time Wage Category</b>	<b><u>Effective</u> 3/15/20</b>	<b><u>Effective</u> 1/1/21</b>	<b><u>Effective</u> 1/1/22</b>	<b><u>Effective</u> 1/1/23</b>
Full Time General Cleaner	\$17.17	\$17.62	\$18.14	\$18.62

<b>Tier 1 Wage Category</b>	<b><u>Effective</u> 3/15/20</b>	<b><u>Effective</u> 1/1/21</b>	<b><u>Effective</u> 1/1/22</b>	<b><u>Effective</u> 1/1/23</b>
Part Time General Cleaner	\$15.47	\$15.92	\$16.44	\$16.92

<b>Tier 2 Wage Category</b>	<b><u>Effective</u> 3/15/20</b>	<b><u>Effective</u> 1/1/21</b>	<b><u>Effective</u> 1/1/22</b>	<b><u>Effective</u> 1/1/23</b>
Part Time General Cleaner	\$14.27	\$14.65	\$15.08	\$15.48

<b>Tier 3 Wage Category</b>	<b><u>Effective</u> 3/15/20</b>	<b><u>Effective</u> 1/1/21</b>	<b><u>Effective</u> 1/1/22</b>	<b><u>Effective</u> 1/1/23</b>
Full Time General Cleaner	\$13.39	\$13.89	\$14.39	\$15.40
Part Time General Cleaner	\$12.37	\$13.00	\$13.57	\$14.10

Repair Person rate shall be \$0.20 per hour above the full-time general cleaner rate.

No current employee's wage shall be reduced on the basis of these wage classifications.

New employees may be paid an introductory wage rate of \$1.00 under scale for the first twelve (12) months of employment and \$0.50 under scale during months 12-24 of employment.

Any wage increases required by this Agreement shall be put into effect on the first day of the first regular pay period following the effective date described in this Agreement.

Employees paid over scale shall receive the scheduled wage increases required under the applicable Tier. Such increases shall be determined by the exact dollar value of the wage increase (and not the percentage). Notwithstanding, Tier 3 Employees paid over scale shall receive a \$0.45 annual wage increase on each effective date, but in any event shall not be paid less than the minimum scale shown here.

If, but for the collective bargaining agreement, a Minneapolis or St. Paul minimum wage ordinance lawfully applies to the employer's operations, the employer shall not pay covered employees less than \$0.50 above the applicable minimum wage rate.

**\*\*Buildings that qualify for Tier 3 wage rates shall be subject to the following terms:**

If a company assumes control of a cleaning contract for a building 250,000 sq feet or more of occupied space which was cleaned by a non-union contractor, that company shall have 36 months to transition the rates up to Tier 1 and to comply with the staffing ratios.

If a company assumes control of a cleaning contract for a building under 250,000 sq feet of occupied space which was cleaned by a non-union contractor, that company shall be allowed to do the following at that account:

- a) Supervisors (non-unit personnel) can perform bargaining unit work for up to 50% of their working hours.
- b) General Cleaners can perform unelevated window cleaning work.

The employer agrees that it will notify the union of accounts taken from a non-union contractor within thirty (30) days of starting cleaning work there.

Any building obtained during the prior contract that is cleaned under what are now described as Tier 3 rates shall remain eligible to use such rates for 36 months from the union contractor's acquisition of such cleaning contract.

## **APPENDIX III: Protected Employees**

Part of Agreement for period ending December 31, 2019 by and between SEIU Local 26 and the Minneapolis-St. Paul Contract Cleaners Association.

Covered Under Appendix III: “Protected” employees shall be defined as those previously covered under BOMA Agreement of Appendix IV of Contract Cleaners Agreement which, by its terms, expired on December 31, 1984, but no others.

Above defined “protected” employees shall receive the same scheduled hourly increases as agreed upon for the full time general cleaner wage rate.

## **APPENDIX IV: Minneapolis, St. Paul and MAC Paid Leave Ordinances**

WHEREAS, the parties recognize that the entities located within the geographic jurisdiction of this Agreement, specifically including but not limited to the Metropolitan Airports Commission (MAC), the City of Minneapolis, and the City of St. Paul, have established paid leave ordinances, policies, and/or regulations (collectively, “Paid Leave Laws”); and

WHEREAS, the parties have bargained in good faith to achieve compliance with Paid Leave Laws through this Collective Bargaining Agreement via the following terms.

NOW THEREFORE, the following terms shall apply to new full-time and part-time employees working within the city limits of Minneapolis or St. Paul, or under the jurisdiction of the MAC paid leave requirement, if (but only if) the employer is lawfully required by the enforcing entity (e.g. the City) to comply with the Paid Leave Law:

- (i) Covered employees shall receive the following Sick and Safe Time (SST) award, which shall supersede and replace the other paid time off benefits (vacation days, sick days, floating holiday; collectively “CBA Paid Time Off” or “CBA PTO”) contained in this Agreement:
  
- (ii) Full-Time Employees: 1 hour of SST for every 30 hours worked within the jurisdiction of the Paid Leave Law, up to 48 hours total accrual in twelve months and up to 80 hours total accrual (72 hour maximum annual and total accrual in the case of the MAC paid leave requirement). This SST award is in lieu of the CBA paid leave awards. It is not eligible for Terminal Vacation Pay. This ongoing accrual benefit remains in place until the January 1st on which the employee has 1 year of seniority, at which time all unused sick and safe time shall expire and the CBA PTO award schedules shall supersede and replace it.

- (iii) Part-Time Employees: 1 hour of SST for every 30 hours worked within the jurisdiction of the Paid Leave Law, up to 48 hours total accrual in twelve months and up to 80 hours total accrual (72 hour maximum annual and total accrual in the case of the MAC paid leave requirement). This SST award is in lieu of the CBA paid leave awards. It is not eligible for Terminal Vacation Pay. This ongoing accrual benefit remains in place until the January 1st on which the employee has 4 years of seniority, at which time all unused sick and safe time shall expire and the CBA PTO award schedules shall supersede and replace it.
- (iv) A 90-day waiting period applies to all SST awards. SST may not be used by any employee prior to the employee's 90th day of employment. After the 90-day waiting period, SST may be utilized pursuant to the Employer's lawful policies.
- (v) Only for Covered Employers and Covered Employees pursuant to the MAC Paid Leave Policy as it may apply, the paid leave accrual contained therein (presently, one (1) hour of paid leave for every thirty (30) hours worked, with a maximum accrual of seventy-two (72) hours) shall serve as the Covered Employee's paid sick day benefit for the duration of the employee's employment at the covered account. This benefit shall supersede and replace the paid sick day days that would otherwise be awarded under Section 20.9 of the Agreement.

The Union agrees that the SST structures contained in this Agreement are intended to meet the policy goals stated in the Paid Leave Laws. The Union further agrees that it will, upon the employer's request, cooperate in good faith with the Employer to ensure that paid leave requirements in excess of those described in this Agreement are not imposed upon the Employer by any entity, including but not limited to those listed in this Section. Such cooperation shall include but not be limited to providing a written statement on the Union's letterhead that expresses such agreement and support in good faith.

The additional benefits in this Section have been negotiated to efficiently achieve compliance with the Paid Leave Laws. Should the requirements of any Paid Leave Law be lawfully modified (i.e. because it is superseded or modified by revision, repeal, court order, state or federal statute, or otherwise under law), the parties agree, upon request of the other, to meet and discuss mid-term changes to this Section to meet but not exceed the new minimum requirements of the external law. In the event that the requirements of any Paid Leave Law are reduced or repealed or otherwise no longer lawfully enforceable against the Employer for any reason, the Employer is expressly authorized by this Agreement to, following notice to the Union, unilaterally reduce the benefits provided for in this Section to realign with minimum requirements of external law, or reinstate the CBA PTO award schedules if the relevant Paid Leave Law is no longer lawfully applicable to the employer or employee.

The Employer may, at the Employer's exclusive discretion, implement policies that permit employees to use sick days as scheduled vacation and/or vacation days as sick days. Any such policy shall not constitute a past practice that must be maintained or offered across all locations; the Employer shall be entitled to unilaterally change such policies.

## **STADIUM SIDE LETTER**

1. Exclusions: This side letter applies only to event work at Stadiums, event centers and arenas for the classifications listed in Article 2. Any non-event, regularly scheduled work at a stadium or arena or event center is excluded from this side letter and is covered under the full terms of the CBA. "Event centers" are specialized facilities to hold events (e.g. theaters, concert hall, auditorium and convention centers).
2. Stadium Wage Rates

March 15, 2020:	\$13.75/hr
July 1, 2021:	\$14.40
July 1, 2022:	\$15.50
July 1, 2023:	\$16.00



3. Stadium Work hours shall be assigned in the following order:

- Union members at other accounts or from the layoff list shall be given preference for hours on stadium work, in order of company seniority, as long as it does not conflict with their regularly scheduled shift, and as long as their total hours from their regular account and the event work will not exceed 40 hours per week. Hours worked at stadiums by members from other accounts or from the layoff list will be paid at the stadium wage rate.
- Season/Temporary employees (hired by the company): If not all shifts could be filled by union members from other accounts or the layoff list, then the company may hire Season/Temporary employees. Season/Temporary employees will be paid the stadium wage rate. Season/Temporary employees shall pay a permit fee for representational purposes of 2% of earnings to the union, which the company will deduct from paychecks and transmit to the union. The company will provide employees who need them with dues authorization cards.
- Staffing company employees: If not all shifts are able to be filled by union members

from other accounts or members from the layoff list, or Season/Temporary employees (hired by the company) then the company may sub-contract event staffing to a staffing company. When the Company contracts with temporary/staffing agencies, the Company must first contract with any temporary/staffing agency that is signatory with SEIU 26, provided the signatory source can provide enough qualified temporary workers at an equivalent cost to non-signatory sources. Staffing company employees shall be exempt from the CBA but must comply with the stadium wage rates in this side letter.

5. All other provisions of the CBA not directly addressed in this side letter apply.

This page was left blank intentionally.

# HESHIISKA

Heshiiskan waxaa la sameeyey oo la galay Maarso 15, 2020 waxaanu u dhaxeeyaa shirkadaha ka kooban Minneapolis-St. Paul Ururka Nadiifinta, ee magacyadoodu ku qoran yihiin Lifaafa 1aad, (ka dib shaqsi ahaan waxaa loogu yeeraa “Shirkadda”) iyo Ururka Shaqaalaha Caalamiga ah ee Local 26 (halkan waxaa loo yaqaan “Ururka”).

Waxaa Halkan ku Sugaan, shaqaalaha Shirkadda ay u doorteen inay si wada jir ah u gorgortamaan shaqaalahooda, iyo ujeedadaas awgeed ayaa in badan oo kamid ah ay naftooda ku xariirimeen xubno ka tirsan Ururka Shaqaalaha ee Local 26 waxayna doorteen Ururka midowga inay si wada jir ah ula gorgortamayaan iyagoo kadoodaya Mushaharka, saacadaha shaqada iyo xaaladaha shaqada.

## **QODOBKA 1: Xuduudaha uu ka shaqaynayo Heshiiskani**

1.1 Heshiiskani wuxuu ka dhaqan gelay ku yahay xuduudaha uu leeyahay Ururka midowga toddobada (7) Dagmo ee Metropolitan.

## **QODOBKA 2: DIIWAAN GELINTA**

2.1 Shirkadda waxay u aqoonsan tahay Ururka inuu yahay wakiilka gorgortanka u gaarka ah shaqaalahooda ku hawlan Shaqada nadiifinta qandaraaska, meelkasta oo laga shaqeeyo gudaha ama debada, fulinayana adeegyada nadaafadda, oo ay kujiraan dhammaan shaqaalaha nadaafada, nadiifiyeyaasha, haddii aan

horey heshiis loo gaarin. oo ay la jiraan ururada kale, si cadna ay u oggol yihiin shirkadda, laakiin waxaa ku xusan:

- (a) Dhammaan hawlwadeennada fulinta, kormeerayaasha mushaharka qaata, shaqaalaha iibka, shaqaalaha wadaadka iyo shaqaalaha dukaanada nadiifiyaha qandaraaska.
- (b) Kormeerayaasha mushaharka qaata, saacadleyaasha. “Kormeere saacadle mushahar leh” ama “horjooge” ayaa lagu qeexaa shaqaale leh awooda shaqaaleynta, shaqada ka tagida, anshax marinta ama haddii kale saameyn ku yeelato isbeddelada xaalada shaqaalaha ee shaqada.

Markasta oo ereyga “Shirkad” loo adeegsado heshiiskan, wuxuu si gaar ah ugu adeegsan doonaa shirkadaha uu quseeyo heshiiskan, tusaale ahaan kuwa ku taxan Lifaafa, iyo kuwa aan reeban midna; iyo qodobbada heshiiskan midkoodna ma quseyn doono shaqaalaha laga saaray.

### **QODOBKA 3: Xubinimada Ururka**

3.1 Xubnaha Ururka: Shirkadda waxay oggol tahay in dhammaan shaqaalaha hadda shaqeeya iyo dhammaan shaqaalaha cusub ay, xaalad ahaan shaqo u ahaadaan, inay ku biiraan Ururka 30 maalmood gudahood ka dib taariikhda dhaqan galka Heshiiskan

oo ay sii wadi doonaan xubinnimadooda inta lagu jiro nolosha Heshiiskan.

### 3.2 Lacagta Ururku goosto:

(a) Lacag-bixinta: Shirkadda waxay oggolaatay inay mushaharka shaqaale kasta kasoo goyso oo shaqeynaya muddo ka badan labaanfour (24) saacadood bil kasta, oo ay siiso lacagta Ururka, dhammaan khidmadaha bilowga ah iyo khidmadaha laga doonayo Ururka. Shirkadda waxay ka gooyn doontaa khidmaddaas iyo khidmadaha bilowga ah muddada ugu horeysa ee bil kasta isla markaana waxay isla markiiba u gudbiyaan lacagta iyagoo wata nooc xaashiyaha dhijitaalka ah (qaab Excel ah) liiska magacyada shaqaalaha, cinwaannada iyo lambarrada taleefannada. Intaa waxa u dheer, saddex-biloodlaha, Shirkadda waxay sidoo kale siin doontaa Ururka taariikhda ay shirkaddu bilaabanayso, taariikhda kala-sareynta, taariikhda dhalashada, heerka shaqaalaha waqti-buuxa ama waqti-dhiman, ee uu shaqeeyo. Ururka shaqaalaha ayaa ku wargalin doona Shirkadda ka hor isbadal kasta oo ku yimaada lacagta ama khidmadaha bilowga, qoraal ahaan. Ururka wuxuu ogolaaday inuu cadeeyo oo uu badbaadiyo shirkadda aan waxyeelada laheyn waxkastoo mas'uuliyado ah hadii laga yaabo inuu kudhaco natiijada ka dhaceysa qodobka 3, oo ay kujirto kharashaadka maxkamada iyo ajuurada macquulka ah ee qareenka.

- (b) Khasaaraha & sida loo xalinayo: Shirkadda waxay oggol tahay in dhammaan khidmadaha Ururka iyo khidmadaha bilowga ah laga jaro mushaharka shaqaalaha waxaa loo tixgelin doonaa wixii la soo dhaafay haddii aysan helin Ururka ama maalinta ka horreysa shan iyo tobnaad (15aad). Haddii khidmadahaas iyo khidmadaha bilowga ah aysan helin Ururka muddo lixdan (60) maalmood gudahood taariikhda la soo dhaafay, Shirkadda waxay ku bixin doontaa magdhowga Ururka midkiiba boqolkiiba labaatan (20%) wadarta lacagaha iyo khidmadaha bilowga ah kuwaas oo aan soo gelin Ururka waqti ku habboon. Marka lagu daro boqolkiiba labaatan (20%) qaddarka dhaawaca dareeraha ah ee lagu xusay halkan, Shirkadda waxay oggoshahay inay siiso Ururka danaha fudud ee sicirka boqolkiiba 10 (10%) dhammaan khidmadaha aan la bixin iyo khidmadaha bilowga, kharashyada maxkamadda iyo macquulka. Lacagta qareenka ee Ururka uu ku uruuriyay khidmadaha iyo khidmadaha bilowga ah.
- (c) Shaqaale kasta oo oggolaaday ka goynta mushaharka lacagta ama khidmada u dhiganta khidmadaha ama khidmadaha adeegga waxaa laga noqon karaa ruqsadda laga jaro jeegaggaas iyaga oo ogeysiin qoraal ah siinaya shirkadda iyo Ururka labadaba muddada aan ka yarayn soddon ( 30) iyo in aan ka badnayn afartan iyo shan (45) maalmood ka hor sannad-sannadeedka

sannad-guurada ee oggolaanshaha shaqaalaha ee taariikhda joojinta qandaraaska lagu dabaqi karo ee u dhexeeya shirkadda iyo Ururka, hadba kii dhakhso u dhaca. Shirkaddu way xushmeyn doontaa rukhsadaha is-qorista shaqaalaha haddii aan lagala noqon qoraal ahaan inta lagu jiro muddada daaqadda, iyadoon loo eegayn xubinnimada shaqaalaha ee ururka.

3.3 Xaashida-Hubinta ama tabarucyada kale ee tabaruca ah: Loo shaqeeyuhu wuxuu oggol yahay inuu ka jaro mushaharka shaqaalaha kasta oo u oggolaaday goynta noocaas ah qoraal ahaan qadarka iyo waqtiyada lagu sheegay oggolaanshaha guddigii Ururka Shaqaalaha ee Suuqa Lacageed ee Siyaasadda, Adeegga Hanti Dadweynaha (PSCE) Sanduuqa, ama lacagaha kale ee sharci ahaan loo sameeyay sida uu asaasay ururku. Loo shaqeeyuhu wuxuu oggol yahay inuu ku soo celiyo lacagta laga jaro Ururka muddo toddobo (7) maalmood gudahooda ah ka dib goynta loo shaqeeyuhu.

3.4 Shaqaalaha Tijaabada: Dhamaan shaqaalaha la shaqaaleysiiyay kahor ama kadib taariikhda dhaqangelinta heshiiskan looma tixgelin doono inay yihiin shaqaale joogto ah ee shirkada ilaa mudada tijaabada ah ee lixdan (60) maalmood. Inta lagu gudajiro xilliga tijaabada, shaqaaluhu waxaa matali doona Ururka, laakiin ma dabooli doono mid ka mid ah shuruudaha iyo shuruudaha Heshiiskan waxaana laga yaabaa in laga saaro ama sabab la'aan iyo iyada



oo aan dib looga laabanayn nidaamka cabashada ee heshiiskan.

- 3.5 Waajibaadka Ururka Shaqaalaha: Ururka wuxuu siin doonaa dhammaan xubnaha cusub nuqul ka mid ah mushaharka mushaharka muddo soddon (30) maalmood gudahooda markii ay codsadeen Ururka.
- 3.6 Shirkadda waa inay siisaa shaqaalaha cusub foomka dalabka ururka, foomka oggolaanshaha ka-dhaafka, iyo macluumaadka kulanka xubinnimada ee ay bixiso ururka shaqaalaha. Abaal Marintooda Sugaan checkoff foomka iman doonta ee ururka aan ka dambayn 15 maalmood ka dib markii shaqaale cusub uu bilowdo shaqada. Intaa waxaa u dheer, shirkadda waa inay soo bandhigtaa muuqaal hore loo oggolaaday oo ah 15 daqiiqo ama in ka yar midowga illaa dhammaan shaqaaleysiinta cusub waqtiga aan la bixin gudaheeda 60 maalmood laga soo bilaabo shaqadooda. Haddii ururku isbeddelo muhiim ah ku sameeyo dukumiintiyadaas ama fiidiyowga, Shirkadda looma baahna inay u qeybiso dukumintiga dib loo eegay ama fiidiyowga ilaa isbeddelada noocaas ah la isku waafaqay, iyo heshiiska wadaagga ah oo aan si macquul ah looga horjoogsan doonin.
- 3.7 Ururka wuxuu ku raacsanyahay in ay cadeyneyso oo ay ku siiso loo shaqeeyaha dhib la'aan wax alla wixii sheegasho ah, talaabooyin ama talaabooyin ka dhan ah Loo shaqeeyaha oo ka imanaya gaarsiinta macluumaadka Ururka midka ku hoos qoran

Heshiiskan iyo / ama iyada oo laga jawaabayo dalabka Ururka ee macluumaadka noocaas ah. Intaa waxaa sii dheer, waxaa la fahamsan yahay in marka macluumaadka la gaarsiiyo Ururka sababta oo ah codsi ku saabsan macluumaadka, adeegsiga iyo daryeelka macluumaadka intaas ka dib waa waajibka iyo mas'uuliyadda kaliya ee Ururka.

#### **QODOBKA 4: SINAAN LA'AAN**

- 4.1 Sinaan la'aan: Mabda ' : Takoorid laguma sameyn karo shaqaalaha hada jooga ama mustaqbalkooda iyadoo sababtu tahay midab, caqiido, midab, da', diin, asal wadan, jinsi, naafo, xaalad hore, guur jinsi, guur. maqaalka ama xubin ka noqoshada Ururka.
- 4.2 Loo shaqeeyaha iyo Ururka waxaa ka go'an inay ilaashadaan jawi shaqo oo ka xor ah nooc kasta oo dhibaatayn sharci darro ah, oo ay kujirto xadgubka gacan ama mid af. Loo shaqeeyuhu waa inuu ilaaliyaa oo la socodsiiyaa siyaasadaha la-dagaallanka dhibaataynta oo wuxuu bixin doonaa nuqul qoraal ah marka la codsado shaqaalaha.
- 4.3 Talaabooyinka Xiga: Wadahadallada lagu soo afjaray Heshiiskan waxay ahaayeen dadaal isku mid ah oo ay sameynayaan Shirkadda iyo ururka oo leh mas'uuliyad isku mid ah natiijooyinka. Sidaa darteed, haddii ay dhacdo shirkadda in lagu soo oogo ama la dacweeyo sabab la xiriirta ku xad gudub shaqo oo loo siman yahay oo ka soo baxday shuruudahan

iyo shuruudaha heshiiskan, oo ku saleysan isirka, caqiidada, midabka, da'da, diinta, jinsiga ama asalka qaran (gobolka , sharciyada federaaliga ama deegaanka ama qawaaniinta), Ururka si dhakhso leh ayaa loogu dari doonaa sidii xisbi oo kale dacwadda ama dacwadda oo Ururka wuxuu oggolaaday inuu difaaco jagada Shirkadda isla markaana u qaado si isku mid ah mas'uuliyad iyo kharash kasta oo ka dhalan kara dacwaddan.

4.4 Xalinta Khilaafaadka Sheegashooyinka Takoorka. Sheegasho kasta oo lagu garan karo cinwaanka cinwaanka VII ee Sharciga Xuquuqda Madaniga ee 1964 ama wax laga beddelay ama hoos imaanayo qaanuunka kale ee federaaliga ah, gobolka ama sharciga xuquuqda madaniga lama ahaan karo mid la isku halleyn karo marka laga reebo oggolaansho qoraal ah oo ay wadaagaan Shirkadda iyo Ururka. Wixii dalab ah ee noocan ah waa in marka hore loo soo gudbiyaa Shirkadda oo leh caddeyn munaasib ah oo lagama maarmaan u ah si loo xaqiijiyo mudnaanta sheegashada. Maqnaanshaha oggolaanshaha noocaas ah, soo celinta shaqaalaha ee sheegashooyinkaas oo kale waa hay'adda dowladda ee awoodda u leh sheegashada noocaas ah. Ururka iyo Shirkadda waxay oggolaadeen inay sameeyaan dadaal aamin ah oo wanaagsan si ay isugu dayaan inay xalliyaan arrintaan oo kale.

4.5 Shirkadda waxay oggoshahay in haddii ay dhacdo ama su'aal la soo baxo oo ku lug leh dukumiintiy

oggolaanshaha shaqada oggolaanshaha ee shaqaale aan tijaabin ahayn, Shirkadda waa in ay si dhakhso leh ugu ogeysiisaa shaqaalaha qoraal ku saabsan dhibaataada gaarka ah ayna u gudbisu nuqul ka mid ah ogeysiiskaas Ururka.

- 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 ee go'aamiya shuruudaha iyo shuruudaha shaqaalaynta shaqaalaheeda.
- b. Shaqaaluhu, marka la codsado oo la waafajiyo baahiyaha ganacsiga iyo waajibaadka sharci ee loo shaqeeyaha, waxaa loo ogolaan doonaa waqti aan la bixin illaa 120 maalmood, iyada oo aan wax khasaare ah la kulmin, ujeedooyinka lagu saxo dhibaataada la aqoonsaday, haddii loo shaqeeyaha la siiyo ogeysiis ku filan maqnaanshaha qorsheysan iyo caddeynta sababta.
- c. Isbedelada 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 go 'xagga shaqada ama dib u shaqaaleysiin.
- d. Shaqaalaha lagu joojiyo sababao la xiriira dhibaatooyin la sheegay inuu la yimid dukumiinti

oggolaansho shaqo waa in la siiyaa dhammaan fasaxa la laalay.

e. Shaqaalaha laga joojiyey arrimaha la xiriira dukumiintiyada oggolaanshaha shaqada waxaa lagu meelaynayaa liiska shaqo ka joojinta waxayna sii hayn doonaan mudnaantooda haddii ay awood u yeeshaan inay si sharci ah ku xalliyaan arrinta oggolaanshahooda shaqo 12 bilood gudahood taariikhda taariikhda shaqada laga joojiyay.

4.6 Haddii ay dhacdo marinka dib-u-habeeynta socdaalka federaalka, Ururka iyo Shirkadda waxay oggolaadeen inay la kulmaan oo ay ka wada hadlaan arrimaha saameyn ku yeelan kara shuruudaha iyo xaaladaha shaqada. Waxaa si cad loogu oggolaaday in qodobkaani uusan ka koobneyn dib u furitaanka heshiiskan. Heshiiska gebi ahaanba wuxuu ahaan doonaa mid sii jira oo aan la beddeli doonin.

4.7 Shirkadda waa inay dejisaa xubnaha codsanaya waqtiga salaadda ee diinta waqtiyada nasashada ee diimeed ee ku habboon saacadaha shaqada iyadoo la raacayo waxqabadka jira ee hore, iyadoo la siinayo shaqaaluhu inay dhammaystiraan waajibaadka shaqo ee maalintii oo buuxda iyadoo aan magdhow toos ah oo dheeraad ah la siin. Haddii aanu jirin wax-qabad hore, Shirkadda waxay samaysan doontaa hoy ay ku tukato wakhtiga tukashada.

## **QODOBKA 5: KA QEYBGALKA MUDA AHARAADKA**

Shirkadda waa inaysan u baahneyn shaqaale kasta inuu maro khadka toosan ee Ururka Shaqaalaha. Si kastaba ha noqotee, Ururka wuxuu oggolaaday in haddii ay dhacdo in Shirkadda ay ku lug yeelato khilaaf ka dhexeeyo Ururka kale, Ururka wuxuu sameyn doonaa wax kasta oo awooddiisa ah sidii uu uga caawin lahaa in ay saameyn ku yeeshaan degitaan caddaalad ah.

## **QODOBKA 6: SHURUUDAHA SHAQAALRYNTA**

6.1 Baadhitaan Jir ahaaneed: Xaalad kasta oo su'aal laga qabo awoodda shaqaaluhu u leeyahay inuu qabto ama sameeyo shaqada, Shirkadda waxay lahaan doontaa xaq u leh baaritaan jir ahaaneed, iyo haddii shaqaalaha noocaas ah lagu arko inuu jidh ahaan aan ku habboonayn inuu gudan karo waajibaadkiisa, xiriirka shaqada ayaa laga yaabaa in la joojiyo. Shirkadda ayaa sidoo kale xaq u leh inay u baahdo baaritaan jir ahaaneed ee dhammaan shaqaalaha cusub. Shirkadda ayaa bixin doonta kharashka baaritaanka noocan ah.

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.

- 6.3 Amniga iyo asalka: Shirkadda waxay xaq u leedahay inay ku sameeyso baaritaano shaqsiyadeed oo lama huraan ah halka iyo meeleynta shaqaalaha ay kujirto bii'ad shaqo oo xasaasi ah. Sawirka faraha ayaa sidoo kale loo baahan karaa. Diidmo kasta oo la soo bandhigo ama lagu oggolaado marin u helka macluumaadka ama wadashaqeeyn la'aan dhinaca shaqaalaha inta lagu gudajiro baaritaanka noocaas ah waxay ku dambayn kartaa in laga joojiyo shaqada.

## **QODOBKA 7: SHARAXAADA SHAQADA**

Ujeeddada laga leeyahay heshiiskan ujeeddooyinkan soo socda ayaa lagu dabaqi doonaa:

- 7.1 Nadiifiyeyaasha Guud ee waqtiga-buuxa. Shaqaalaha sida joogtada ah loo qorsheeyay ee afartan (40) saacadood usbuucii kuwaas oo sameeya howlo nadaafadeed dhismayaasha sida, laakiin aan ku xaddidnayn, ka qaadin ama tuurin qashinka, qashinka iyo qashinka kale, sagxadaha qoyan iyo qoyan iyo aaladda kale ee xafiiska, waxay ku shaqeeyaan aaladaha nadaafadda korantada, sida kuwa dhulka hoostiisa mara, meelaha banaan ee ganacsiga, musqulaha nadiifka ah, roogaha faaruqa ah, iyo waajibaadka kale ee la xiriira, sida uu u xil saaray kormeeraha.

- 7.2 Nadiifiyeyasha Guud ee Waqti-dhiman ah: Shaqaalaha sida joogtada ah loogu qorsheeyo wax ka yar saacadaha waqtiga-buuxa la qorsheeyay.
- 7.3 Shakhsiga Dayactirka / Shaqada Khaaska ah: Shaqaalahan shaqadooda waa inay kujiraan waajibaadka guud ee shaqooyinka gacanta sida, laakiin aan ku xadidneyn, dayactir yar oo lagu sameeyo meelaha musqulaha; rakibida, hagaajinta ama dib-u-laanta ku-shubista; hagaajinta yar ee albaabada, daaqadaha ama alaabta guriga; shaqada jaranjarada, ka saarista barafka, nadiifinta rooga, xargaha & wax-soo-saarka, nadiifinta muraayadda gudaha, ama waajibaadka la midka ah ee shaqaalaha mashruuca, waajibaadka sidoo kale waxaa ku jira waajibaadka nadiifinta guud sida lagu qeexay qodobka 7.1.
- 7.4 Nadiifinta daaqada: Shaqaalaha loo qoondeeyay inay nadiifiyaan daaqadaha wareega hal saac (1) saac ama ka badan ayaa lagu siin doonaa qadarka mushaharka safarka ee socda. Bixinta nadiifinta daaqadu ma quseyso daaqadaha dabaqa koowaad, galaaska soo gala ama galaaska kale ee gudaha.
- 7.5 Kormeerayaasha qabanaya shaqada ururka. Kormeerayaasha ama shaqaalaha kale ee ka tirsan waa in loo oggolaadaa in ay qabtaan shaqada waaxda gorgortanka haddii ay dhacdo (1) xaalad deg-deg ah oo aan caadi ahayn; (2) markii shaqaale ka tirsan qaybta gorgortanka aan la heli karin si uu u dhammaystiro isbeddello durba billaabmay; iyo



shaqada noocan oo kale ah ma dhaceyso ceyriska shaqaalaha qaybta gorgortanka. Intaa waxaa sii dheer, kormeerayaasha ama shaqaalaha kale ee aan ka tirsanayn waa in loo oggolaadaa in ay qabtaan shaqada ungyada gorgortanka illaa 50% saacadaha shaqada ee dhismayaasha wax ka yar 250,000 cagood oo laba jibaaran oo bannaan oo la haysto ugu yaraan hal nadiifin dheeraad ah ayaa laga shaqeeyaa dhismaha.

## **QODOBKA 8: MUSHAHARKA**

8.1 Mushaharka: Mushaharka muddada muddada heshiiskan waa la bixin doonaa, sida ku xusan Lifaaqa II iyo Lifaaqa III oo halkan ku lifaaqan qaybna ka ah heshiiskan. Lifaaqa III ayaa dabooli doona shaqaalaha la ilaaliyo ee ka shaqeeya dhismayaasha horey loogu daboolay Heshiisyada BOMA ama Lifaaqa III ee Nadiifinta qandaraaska.

## **QODOBKA 9: SACAADA DHEERAADKA AH EE LA SHAQEEYO**

9.1 Waqtiga Dheeraadka: Waqtiga Dheeraadka ah waxaa lagu bixin doonaa sicirka waqtiga iyo kala badh heerka saacadaha joogtada ah ee shaqaalaha ee lagu daboolay heshiiskan saacadaha oo dhan runtii waxay shaqeeyaan toddobaad kasta in ka badan afartan (40) saacadood.

## QODOBKA 10: FASAXA

### 10.1 Fasaxyada La Dabaaldegay:

- (a) Fasaxyada soo socda, marka aan shaqeyn waxaa lagu bixin doonaa isla waqtiga saxda ah. Dhamaan shaqooyinka la qabtay maalmaha soosocda waxaa lagu bixin doonaa qadarka toosan ee dheeriga ah, hadii shaqaaluhu ay qusayso shaqada maalinta kahoreysa iyo maalinta ku xigta fasaxa iyo in shaqaalaha helay ogolaashaha qoraalka ah ee Shirkada ineey maqnaadaan labadoodaba. maalinta ka horeysa ama maalinta ka dambeysa ciidaha waa in aysan dhaafin mushaharkooda ciida.

Maalinta Xuska Dalkan

Maalinta Shaqaalaha

Maalinta Sannadka Cusub

Thanksgivingka

Maalinta Xornimada

Maalinta Ciidda Kirismaska

Fasaxyada kor ku xusan waxaa la siin doonaa dhammaan shaqaalaha waqti-dhiman iyo waqti-buuxa. Si kastaba ha noqotee, shaqaalaha wakhti-dhiman waa inay lahaadaan 9 bilood oo shaqo oo joogto ah si ay ugu mutaystaan mushaharkan

- (b) Fasaxyada Floatingka ah: Ka sokow ciidaha lagu qeexay 10.1 (a), shaqaalaha waqtiga buuxa shaqeeya ee la cayimay sidoo kale waxay heli doonaan, sida fasaxa mushaharka ah, hal fasax oo sabeyn, oo maalintaas lagu go'aamin doono

heshiis wada shaqeyn ah oo dhexmara shaqaalaha iyo Shirkadda. Shaqaalaha waqtiga-dhiman ee leh 3 sano oo adeeg joogto ah waxay heli doonaan hal fasax oo floating ah sida fasaxa mushaharka ah. Shaqaalaha waa in loo oggolaadaa in ay u adeegsadaan fasaxa saboolka ah afar saac oo kordhin ah. Laga bilaabo Janaayo 1, 2017 fasaxa saboolka ah waxaa la siin doonaa Janaayo 1deeda sanadkasta oo ku saleysan heerka sare ee shaqaalaha taariikhdaas oo kale.

- (c) Ciidda Kirismaska ee loogu talagalay shaqaalaha sida caadiga ah loo qorsheeyay inay shaqeeyaan afartan (40) saacadood asbuucii. Haddii Ciidda Kirismaska ay ku dhacdo maalin shaqo oo caadi ah, shaqaalaha noocaas ah waxaa laga raba inay shaqeeyaan shan (5) saacadood oo keliya, laakiin waxaa la siin doonaa sideed (8) saacadood. Bedelka shaqaalaha ee Ciidda Kirismaska wuxuu ka bilaabmayaa waqtiga caadiga ah ee shaqaalaha haddii uusan si kale u dalban macmiilku. Saacadaha dhabta ah ee shaqada maalintaas waxay la jaan qaadayaan shuruudaha dhismaha shaqsiyaadka iyo kiraystayaasha.
- (d) Ciidda iyo Sannadka Cusub, loo-shaqeeyuhu waa inuu ku dadaalaa dadaal wanaagsan oo lagu qancinayo codsiyada ilaaliyayaasha inay shaqeeyaan maalin badhkeed, ama inay goor hore baxaan. Shaqaalahan oo kale waxay isticmaali karaan waqtiga fasaxa ama fasaxa

sabuuradda (markay codsadaan shaqaalaha) si looga fogaado waqtiga aan la bixin maalintaas. Codsiga shaqaalaha looma diidi karo oo keliya ku saleysan sabab aan horay loo ansaxin.

## **QODOBKA 11: FASAXYADA**

11.1 Xaq Fasax: Kabilow 1-dii January ee 2021, oo sannad kasta jadwalka intaas ka dib, mid kasta oo shaqaale waqti buuxa shaqeeya waqtiga xaq u leedahay iyo waxay heli doonaan fasax oo uu mushaar u waafaqsan set jadwalka bixi 11.2 haddii uu shaqeeyo ugu yaraan 90% saacadihii isaga / iyada loo qorsheeyay inta lagu gudajiray sanadkii kalandarka hore. Shaqaale kasta oo nus-saac ah oo shaqeeya wakhtigaas wuxuu xaq u leeyahay inuu helo oo helo fasax mushaar leh si waafaqsan jadwalka ku xusan 11.3 haddii isagu / iyadu ay ka shaqeeyaan ugu yaraan 90% saacadihii loo qorsheeyay inta lagu gudajiray sanadkii kalandarka hore. Abaalmarinta fasaxa waxay kuxiran yihiin shuruudaha soo socda:

- a. Kala-sareynta waxay ku saleysantahay taariikhda shaqaaleynta.
- b. Ka-guurka waqti-dhiman ama waqti-buuxa ama ku-xigeen, isbedel qandaraasleyaasha iyadoo ay sabab u tahay qandaraasleyaal beddelaya, iyo shaqo-ka-fadhiisyo, ma horseedi doonto jabinta xisaabinta shaqaalaynta joogtada ah ee ujeeddada go'aaminta kala-sareynta shaqaalaha.

- c. Ka sarreynta shaqaalaha illaa iyo 1-da Janaayo waa in loo adeegsadaa xisaabinta abaalmarinta fasaxa oo dhan.
- d. “Maalin” micnaheedu waa tirada saacadaha shaqaaluhu si joogto ah loogu qorsheeyay inuu shaqeeyo.
- e. Haddii qof shaqaale ah oo ka shaqeeya in ka yar 90% iyada / saacadood uu qorsheeyay sannadka kalandarka ka hor, markaas oo uu / abaalmarinta fasax iyada waa la ururin (marka laga reebo fasax caafimaad oo la ansixiyey ee maqan ama naafo.)
- f. Iyada oo ay ku qoran tahay jeegagga mushaharka ugu horreeya ee sanad kasta ama haddii kale codsiyada macquulka ah ee Shaqaalaha, Shirkadda waxay diyaarin doontaa xisaabinta qoraalka ah ee shaqaale kasto oo shaqeysto maalmo fasax iyo fasax aan la adeegsan.

11.2 Mudada Fasaxyada iyo Mushaharka Fasaxyada ee loogu talagalay Shaqaalaha waqtiga-buuxa ah: bisha Janaayo 1deeda sanadkastaba, oo ku saleysan saacadaha la bixiyay inta lagu gudajiray jadwalka soosocda:

KALASAREYNTA (Janaayo 1deeda)	FASAXA LAYSUSIINDOONO
Ka yar 1 Sano	Shan (5) Malmood
1-5 Sano	Toban (10) Malmood
6-10 Sano	Shan iyo toban (15) Malmood
11-19 Sano	Labaatan (20) Malmood
20+ Sano	Labaadatan iyo Shan (25) Malmood

11.3 Dhererka Fasaxyada iyo Fasaxa Mushaharka ee loogu talagalay Shaqaalaha Qaybta-Waqtiga ah: Fasaxyada waxaa la siiyaa Janaayo 1deeda sanad kasta, sida ku xusan jadwalka soo socda: Lacagta fasaxa waxay ku qasban yihiin ilaa xadyada soo socda:

KALASAREYNTA (Ilaa Janaayo 1deeda)	SIDA FASAXA LAYSU SIINAAYO
4-7 sano	Shan (5) maalmood
8+ sano	Toban (10) maalmood

11.4 Waqtiga Fasaxa: Fasaxa la qaatay ka hor 1-da May ama wixii ka dambeeya Sebtember 30-deeda sanad kasta waxaa loo qaadan karaa oo keliya si waafaqsan shuruudaha macquulka ah ee ganacsiga. Fasaxyada looma adeegsan karo wax ka yar hal (1) maalin kordhin. "Maalin" micnaheedu waa tirada saacadaha shaqaaluhu si joogto ah loogu qorsheeyay inuu shaqeeyo. Shaqaalaha leh mudnaanta sare wuxuu lahaanayaa mudnaan haddii shaqaaluhu u soo gudbiyo codsiyadooda inta u dhexeysa 1da Diseembar iyo 31ka Disembar fasax fasax inta lagu jiro 12ka bilood ee soo socda. Codsiyada kasta oo fasax soo gudbiyey ka dib markii 1-dii January waxaa lagu Abaal marin on a firstcome, sal-marinta ugu horeysay, iyo in la jawaabay doono si qoraal ama elektaroonik ah hal todobaad codsiga gudahood. Loo shaqeeyuhu uma adeegsan doono xadidid aan sabab lahayn xaddiga wakhtiga fasaxa la adkeeyay ee shaqaalaha uu codsan karo; waxaa la siinayaa, si kastaba ha noqotee, in qodobkaani uusan wax ka beddeli doonin xuquuqda Shirkadda ee oggolaanshaha ama diidmada codsiyada fasaxa. Loo shaqeeyuhu wuxuu u baahan karaa in codsiyada fasaxa loo soo gudbiyo qoraal ama qaab

elektiroonig ah loo maro foomka loo qorsheeyay ama habka loo shaqeeyaha.

- 11.5 Fasaxyada dhaca inta lagu gudajiro xilliga fasaxa: Shaqaalaha loo qoondeeyay fasax inta lagu jiro usbuuc ay ciidaha dhacayaan, waxaa la siin doonaa maalin dheeraad ah oo fasax ah ama u dhiganta mushaarka loo shaqeeyaha loo shaqeeyaha.
- 11.6 Fasax loogu talagalay Shaqaalaha Shaqo Joojinta ah: Fasaxa loogu talagalay Shaqaalaha Shaqada Laga Joojiyay: Shaqaalaha waxaa laga filayaa inay siiyaan shirkadda ogeysiis hal toddobaad ah oo ku saabsan ujeeddada shaqaaluhu inuu is casilayo. Shaqaalaha ogeysiiska bixinaya waxaa la siinayaa mushahar fasaxa muddada gaaban ah. Ereyga “mushaarka fasaxa terminalka” micnaheedu waa fasax oo uusan shaqaaluhu weli isticmaalin. Shaqaalaha ku guuldareysta inuu bixiyo ogeysiiska qoran ee loo baahan yahay hal todobaad ama loo cayriyo sabab ahaan uma qalmi doono wax mushahar fasax ah.
- 11.7 Fasaxa sadanka kuu soo wareegaya: shaqaaluhu wuxuu qaadan karaa inka badan afartan (40) saacadood fasax kasta oo aan la isticmaalin sanadkii hore. Qaadashada sanadkii la soo dhaafay way ka duwantahay oo waxaa sii dheer kuwa ugu badan 11.2. Iyada oo ay ku qoran tahay jeegagga mushaharka ugu horreeya ee sanad kasta, shirkadda waxay diyaarin doontaa xisaabinta qoran ee shaqaale kastaa kasbaday iyo fasax aan la adeegsan.

## **QODOBKA 12: QAAB-GALINTA XILALKA CUSUB**

12.1 Ku Qancinta Si Loogula Dhaqmo Heshiisyo Cusub: Waxaa la fahamsan yahay in qandaraasle kasta oo Ururka ka mid ahi xaq u leeyahay inuu kala gorgortamo qandaraas uu la leeyahay macmiil kasta oo dhici kara kaasoo lahaan kara heshiis Ururka shaqaalaha shaqaalaheeda oo uu quseeyo heshiis lala galay Midow.

12.2 Waajibaadka Xubnaha Ururka marka qandaraasyada loogu talagalay adeegyada hoos yimaad Heshiiskan ay beddelaan gacmaha u dhexeeya shirkadaha shaqaalahoodu ka tirsan yahay SEIU Local 26: Marka Shirkadda ay saxeexo qandaraas ay ku bixiso adeegyo daboolan guri ay adeegyadaas oo ay bixiyeen qandaraasle kale oo shaqaalahoodu yahay Xubnaha SEIU Local 26, shirkada cusub ee imaneysa waxay siineysaa shaqo shaqaalaha aan hoosaadka laheyn ee qandaraaslaha bixitaanka iyadoo la raacayo shuruudaha soosocda:

- (a) Macaamilku wuxuu si gaar ah usiinayaa shaqaalaha qandaraaslaha bixitaanka iyo shaqaalaha noocaas ah laguma shaqaaleysiin karo Shirkadda imanaya. Qandaraaslaha bixitaanka ayaa markaa ka dib (a) ku meeleyn doona shaqaalaha (iinta) u qalmay boos kale ee la heli karo oo la mid ah oo aan la waayaynin dheefaha ama mudnaanta ama haddii booskaas aan la heli karin, (b) Shaqo ka joojinta shaqaalaha (yaasha) uqalma. qodobada Qodobka



16aad ee heshiiskan. Go'aannada macaamiisha ee arrintan la xiriira waxay noqon doonaan kuwa ugu dambeeya oo isku xidhnaan oo aan lagu qasbi doonin gar-qaadasho.

- (b) Shaqaale kasta oo uusan u qalmin macmiilka waxaa laga raba inuu ka gudbo nidaamka xulashada iyo shaqaalaynta shirkadda ee caadiga ah, oo ay ku jiraan laakiin aan ku xaddidnayn baaritaanka asalka iyo baarista daroogada, ka hor intaysan shaqaalayn Shirkadda imanaya. Shaqaale kasta oo qandaraasle bixis ah oo aan ka gudubin habraacyada noocan ah ma shaqaaleysiin karo shirkadda imanaya.
- (c) Shaqaaluhu ay kiraysteen Shirkadda cusub ee wax soo iibsaneysa waxay sii hayn doonaan taariikhdooda sida ay u duubtay shirkadda tegaysa, iyo sidoo kale sicirkoodii mushaarka ee hore, heerarkooda fasaxa, waqti buuxa ama waqti dhiman, iyo u-qalmitaanka dheefaha (iyada oo aan jirin tijaabin cusub) ama muddada sugitaanka).
- (d) Ku wareejinta bilowga bilowga ah, jadwalka shaqada iyo shaqooyinka la siinayo shaqaalaha la shaqaaleysiiyay waa inay ahaadaan go aan ka gaarista go'aanka imaatinka shirkada mana jirto wax cabasho ah oo la xiriirta go'aan kasta oo ku dhici doona nidaamka heshiisiinta heshiiska. Shaqaale kasta oo aan u qalmin oo aan shaqaalayn

shirkadda imaatinka ah waxaa laga goynayaa iyada oo la raacayo qodobbada Qodobka 16aad ee heshiiskan, shirkadda bixitaanka ah.

- (e) Qandaraaslaha socda ayaa shaqaalihiiisa ku siinaya mushaharkiisa kumeel gaarka ah sida ku xusan qodobka 11.5. Qandaraaslaha la wareegaya goobta ayaa u oggolaanaya shaqaalaha inay codsadaan tirada u dhiganta ee maalmaha aan lacagta la dhigin ee shaqaalahaas uu u urursaday sidii maalmo fasax ka hooseeya qandaraaslaha socda.
- (f) Si loo xisaabiyo abaalmarinta fasaxa 1-da Janaayo ka dib marxalad kala guur ah oo la qabtay sanadkii hore, ee loogu beddelayo loo-shaqeeye cusub wareejinta dhismaha, qandaraaslaha la wareegaya goobta ayaa ku saleysan abaalmarinta fasaxa labada midkood. ) saacadaha dhabta ah ee mushaharka shaqaalaha, oo ay kujiraan saacadaha mushaharka ah ee qandaraaslaha socda iyo qandaraaslaha la wareegeen goobta; ama b) saacadaha caadiga ah ee jadwalka shaqaaluhu u eg yahay in kastoo loo shaqeeyuhu uu ku shaqaaleysiiyay qandaraasle la wareegey meesha uu ku sugnaa sanadkii hore oo dhan.
- (g) Halkii uu kala-guurka dhismuhu abuuru su'aal shirkad mas'uul ka ah bixinta khidmadaha caymiska caafimaadka, qandaraaslaha ka shaqeynaya dhismaha maalinta ugu horeysa ee

shaqada bisha ayaa mas'uul ka noqon doonta bishaas loo-shaqeeyaha caymiska caafimaadka loo shaqeeyaha.

- (h) Xaalad kasta oo ay tahay dib-u-dalbis ama beddel qandaraasleyaasha waxay keenaysaa in shaqaale tiro-yar ka yar yihiin kuwa ka shaqeeya gurigaas, ama qandaraas ahaan ama shaqaale guri gudaha ah, oo hadda xubin ka ah SEIU Local 26, haddii uusan jirin macmiilku isbeddel cayiman. Isbedelka noocan oo kale ah waa in lagu siiyaa qoraal ahaan ururka, waana inuu lahaadaa xiriir macquul ah tirada saacadaha la dhimay, laakiin shirkadda looma baahna inay shaaca ka qaaddo wixii macluumaad sir ah iyo lahaansho ah.
- (i) Qandaraaslaha waa inuu sii wadaa waajibaadka xubanaha Ururka shaqaalaha uu ka shaqeysiinayo macmiilka ama dhammaan shaqaalihii "ilaaliyey" ee horey uga shaqeynaayey macaamilka ama qandaraasleyaasha (eeg Lifaafa 4aad) inuu siiyo shaqo isla ama dhismo kale oo aan lahayn dhimista mushaarka ama dheefaha kale.

12.3 Shirkaddu waxay siin doontaa Ururka macluumaadka soo socda, waqti macquul ah gudaheed, dhammaan akoonnada lumay shirkadaha aan ururka ka mid ahayn.

Magaca dhismaha

Taariikhda shaqa-joojinta

Mulkiilaha ama wakiilka maareeyaha

Cinwaanka qandaraasleyda Cusub (haddii ay ogtahay shirkadda)

Tirada shaqaalaha waqti-buuxa iyo waqti-dhiman

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

13.1 Sharciyada aan cadaalda ku saleysneyn: Ma jiro heshiis ay la geli doonaan Ururka mid ka mid ah loo shaqeeyayaasha kale ee ku jira ganacsatayaasha taas oo ka kooban shuruudo kasta oo aad ugu habboon loo shaqeeye kasta oo aan ka aheyn shuruudaha heshiiskan, oo ay ku jiraan Xukunka Awoodda Dhulka. Ururka wuxuu ogolaaday inuu ku wargaliyo Shirkadaha saxeexa heshiiskan markay saxeexaan heshiiskan saxiix kasta oo cusub.

13.2 Dhisida Shuruudaha Shaqaalaha: Dhamaan Dhismooyinka ama Xafiisyada ee ka badan 250,000 cagood oo laba jibaaran sida ku xusan Heerka cabbirka BOMA iyo Dhismaha Kirada Dhismaha waxaa lagu shaqaaleysiin doonaa wax aan ka yarayn 80% nadiifiyaha waqtiga buuxa. Dhamaan dhismayaasha ugu yaraan 500,000 cagood laba jibbaaran waa in lagu shaqaaleeyaa 100% shaqaale waqti-buuxa ah.

Marka loo eego boqolleyda waqti-buuxa ah ee lagu sharxay qaybtaan, Shirkadda waxay shaqaaleysiin kartaa shaqaale waqti-dhiman ah duruufaha soo socda ee dhismayaasha leh ugu yaraan 500,000 oo fiit laba jibaaran.

- a. In kabadan hal shaqaale nus-shaqeeya ah ayaa shaqada ka qaban kara dhismaha waqti kasta; marka laga reebo.
- b. Shaqaalaha wakhti-dhiman waxay buuxin karaan shaqaalaha wakhti buuxa ka maqnaa shaqada sabab kasta oo aan ahayn shaqo ka joojinta.

Saamiga mushaarka saacadlaha buuxa waa in lagu dabaqaa shaqaalaha waqtiga-dhiman ee ka shaqeeya qodobkan. Qodobkaan looma adeegsan doono in lagu yareeyo tirada shaqaalaha waqtiga buuxa shaqeeya ee dhismaha ku jira.

13.3 Haddii, inta lagu gudajiray muddada heshiiskan, dhismo loo qorsheeyay ama horay loogu beddelay nadiifin-buuxda iyadoo la raacayo Qeybta 13.2, ee kor ku xusan, ay ku kacday koror badan oo boosaska banaan, isbedel weyn oo lagu sameeyay shuruudaha heshiiska kirada, ama wax kale beddelka, ama ay ku xiran tahay duruufo kale oo Shirkadda ay si macquul ah u aaminsan tahay inay ka joojineyso nadiifinta waqti-buuxa, ka dib Ururka iyo loo-shaqeeyaha ayaa isku raacay inay ka wada hadlaan bal in dhismuhu noqdo ama sii socdo nadiif ahaado wakhti buuxa, ama uu dalbado dib-u-dhac ku beddelashada nadiifinta waqtiga-buuxa. Heshiiska maqnaanshaha, qodobada Qodobkaan ayaa lagu dabaqi doonaa.

13.4 Duruuf kasta oo jirta majirto dib-u-soocelinta natiijada in shaqaale yar oo waqti-buuxa ka yar ay horay uga

shaqeeyeen dhismahaas, ha ahaato qandaraas ama shaqaale guri-joog ah, kuwaas oo hadda xubin ka ah SEIU Local 26.

#### **QODOBKA 14: QANDARAASYADA DOWLADDA**

14.1 Hirgalinta Qandaraasyada Dowladda: Si kasta ha noqotee qodobbada kale ee heshiiskan, sicirka mushaharka, dheefaha iyo shuruudaha shaqaalaynta ee adeegyada la qabtay iyadoo la raacayo qandaraasyada hay'ad kasta, waax ama qeyb ka mid ah Dowladda Mareykanka ama adeegyada lagu qabto dhisme kasta oo ay kireyso ama kireyso hay'ad kasta, waax ama qayb waa inay ahaato sicirka mushaharka, manfacyada iyo shuruudaha shaqaalay ee uu aasaasay Xoghayaha Shaqada. Qiimaha la sheegay; manfacyada iyo xaaladaha shaqada ayaa lagu dabaqi karaa oo keliya dhismaha ku xusan Qodobkan.

#### **QODOBKA 15: CAAWIMAADA CAAFIMAADKA**

15.1 Shuruud ahaan helitaanka caymiska caafimaadka ee ku xusan Qodobkan, shaqaaluhu waa inay saxeexaan dukumiintiyada munaasib ah oo u oggolaanaya Shirkadda inay ka jarto tabarucyada noocaas ah mushaharka. Shaqaale kasta oo aan saxeexin dukumiintiga oggolaanshaha ee munaasib ah uma qalmi doono caymis sida lagu soo sheegay halkan.

15.2 Codsashada Faa'iidooyinka Daryeel Caafimaad: Faa'iidooyinka lagu sharxay halkan waxaa lagu dabaqi karaa shaqaalaha sida soo socota:

- (a) Shaqaalaha waqtiga-buuxa sida lagu qeexay Heshiiskan (oo si joogto ah loo qorsheeyay 40 saac): Maalinta koowaad ee bisha kalandarka koowaad kadib dhammaystirka laba (2) bilood oo shaqo buuxda.
- (b) Shaqaalaha wakhti-dhiman, sida lagu qeexay heshiiskan, oo si macquul ah looga filayo, laga bilaabo maalinta ugu horreysa ee shaqaalaha, inuu shaqeeyo, celcelis ahaan, ugu yaraan soddon (30) saacadood usbuucii: Maalinta ugu horreysa maalinta koowaad Bisha kalandarka markay dhamaatay laba (2) bilood oo shaqo ah.
- (c) Shaqaalaha waqtiga-dhiman, sida lagu qeexay Heshiiskan, kaasoo celcelis ahaan ugu yaraan 30 saacadood usbuuciiba ku jiray 12 bilood ee shaqada ka hor: Ka dib markii muddo maamul sharci ah aan ka badnayn 90 maalmood caymiska laga bilaabo kowda bisha taariikh.

Shirkadda waxaa laga yaabaa inay si isku-mid ah u qaadan karto qaab kale oo go'aaminta u-qalmitaanka loogu talagalay shaqaalaha saacadaha isbeddelada leh ee lagu bixiyo qaabkan oo kale ah oo qancin kara shuruudaha u-qalmitaanka ee ugu hooseeya ee loo shaqeeyaha loo wadaago qodobbada Sharciga Daryeelka La Awoodi karo. Xaaladda noocaas ah, 12ka bilood ee " dib u eegis " habka lagu qeexay qaybkan (c) ma quseyn doono.

- (d) Shaqaalaha caymiskiisa la kansaliyey sabab kasta oo ku noqota adeeg firfircoon ee loo shaqeeyaha hore ugu horreeyay hal bil (1) bil gudahooda taariikhda la kansalay caymiska ayaa mar labaad xaq u yeelan doona caymiska bilawga bisha koowaad markay bilaabatay shaqo joogto ah oo joogto ah oo joogto ah.
- (e) Shaqaalaha caymiskiisa la kansaliyey sabab kasta oo ku noqota adeeg firfircoon ee loo shaqeeyaha hore ka dib hal (1) bil, laakiin ka hor afar (4) bilood oo ka bilaabata taariikhda la tirtiray caymiska ayaa mar kale xaq u yeelan doona caymisku wuxuu ka bilaabanayaa bisha koowaad, laba (2) bilood ka dib bilaabidda shaqo joogto ah oo joogto ah oo joogto ah; Waxaay soo bandhigeen in qaanuunkan uusan quseynin shaqaalaha caymiskooda la kansalay sababo la xiriira fasax maqnaasho oo habboon ama ay dhacdo cudur ama naafo.
- (f) Shaqaalaha caymiskiisa la kansal gareeyay fasax maqanaansho ama jirro darteed ama naafo darteed, oo ku soo noqota shaqadii loo shaqeeyaha hore u degsanaa ayaa mar labaad caymiska la siinayaa, laba (2) toddobaad kadib markay si buuxda u shaqeeyaan. waqtiga shaqada.
- (g) Dhammaan shaqaalaha aan lagu qeexin qayb hoosaadka (d), (e) ama (f) halkan, waxaa loo tixgelin doonaa inay yihiin shaqaale cusub.



Tilmaamaha (b) iyo (c) ee qaybtan, xagga sare, waxaa loogu talagalay in lagu qanciyo laakiin aan ka badnayn shuruudaha ugu yar ee lagu aasaasay qeexitaanka “shaqaale waqti-buuxa” ujeeddooyinka loo shaqeeyaha la wadaago qodobbada mas’uuliyadda ee qaybta 4980H ee Gudaha Xeerka Dakhliga. Sidaas oo kale, loo shaqeeyaha waxaa loo qaadanaaya inuu u hoggaansan yahay qaabeynta (b) iyo (c) ee qaybtan haddii loo shaqeeyuhu adeegsanayo habab go’aamineed u-qalmiitaanka oo buuxinaya shuruudaha ugu yar ee qaybta 4980H ee Xeerka Dakhliga Gudaha.

Haddii ay dhacdo in shuruudaha u-qalmidda ugu yar ee lagu aasaasay qeexitaanka “shaqaale waqti-buuxa” ujeeddooyinka loo-shaqeeyaha la wadaago qodobbada mas’uuliyadda ee Sharciga Daryeel la awoodi karo waxaa lagu beddelay qaanuun, qaanuun ama go’aan maxkamadeed, is-barbardhigyo (b) iyo (c) ) Qaybtan si otomaatig ah ayaa wax looga beddeli doonaa si loo qanciyo laakiin kama badnaan doonto shuruudaha u-qalmidda ugu yar ee loo baahan yahay taariikhda (ta) taabanaysa ee ku habboon. Wax ka badalista noocaas ah ma saameyn doonto u qalmidda “shaqaale waqti-buuxa ah” sida lagu qeexay heshiiskan (oo si joogto ah loo qorsheeyay 40 saac shaqaalaha).

Odhaahda “shaqaala-waqti-buuxa” iyo “shaqaale waqti-dhiman” waxay tixraacaan qeexitaannada kujira Qodobka 7aad ee Heshiiskan, mana aha qeexitaannada ku jira Sharciga Daryeelka La Awoodi karo haddii aan si gaar ah loo sheegin.

15.3 Diiwaangelinta Markii Ugu Horeysa: Shirkadda waa inay qaybisaa xirmooyinka isqorista iyo foomka diiwaangelinta oo u oggolaanaya Shirkadda inay ka harto qayb ka mid ah mushaharka shaqaalaha diiwaangelinta ugu yaraan 30 maalmood ka hor inta uusan shaqaaluhu xaq u yeelan caymiska daryeelka caafimaad. Shirkadda waa inay ka aruurisaa xirmooyinka isqorista iyo foomamka isdiiwaangelinta shaqaalaha, oo ay ku jiraan shaqaalaha diida isqorista diiwaangelinta Caafimaadka iyo Daryeelka Bulshada ee SEIU, waxayna u gudbiyaan xirmada isdiiwaangelinta iyo foomamka isdiiwaangelinta shan (5) maalmood gudahood oo laga soo helo shaqaalaha.

15.4 Diiwaangelinta Furan ee Sannadlaha ah: Sanad kasta inta lagu jiro diiwaangelinta furan shirkaddu waxay u qeybineysaa xirmada isqorista iyo foomamka dhammaan shaqaalaha uqalma wixii ka dambeeya 1-da Noofembar, waxayna u diraan foomamka isdiiwaangelinta oo dhameystiran sanduuqa ugu dambayn 1da Diseembar, si loo daboolido laga bilaabo Janaayo 1deeda.

15.5 Qaddarrarka Shaqaalaha:

Dhamaan shaqaalaha uqalma waxay lahaan doonaan ikhtihaar (doorashada shaqaalaha) si ay iskugu diiwaangeliyaan jadwalka Qorshaha A Faa'iidooyinka ama jadwalka qorshaha G ee waxtarka. Qaddar-xilliyeedyada waxaa go'aamin doona qorshaha shaqaalaha A ama Qorshaha G doorashada sida soosocda:

Shirkadda waa in ay qaddarka soosocda bil kasta ka qaataa mushaarka shaqaale kasta oo doorta caymiska daryeelka shaqaalaha oo keliya:

Dhaqan-gal Taariikhda	Shaqaalaha Doorta Qorshaha A	Shaqaalaha Doorta Qorshaha G
talagalay 2020	\$ 40.22	28.19
1/2020	\$ 40.00	\$30.94
1/1/2021	+ Ilaa 8%	+ Ilaa 8%
1/1/2022	+ Ilaa 8%	+ Ilaa 8%
1/1/2023	+ Ilaa 8%	+ Ilaa 8%

Shirkadda waa inay ka qaadaa lacagta soo socota bishii kasta mushaharka shaqaale kasta oo waqti buuxa shaqeeya oo doorta caafimaadka. caymiska daryeelka shaqaalaha iyo carruurta shaqaalaha:

Taariikhda Dhaqan-galka	Shaqaalaha Doorta Qorshaha A	Shaqaalaha Doorta Qorshaha G
Waqtiga 2020	\$ 169.16	\$ 140.96
5/1/2020	\$ 150.00	\$154.77
1/1/2021	+ Ilaa 8%	+ Ilaa 8%
1/1/2022	+ Ilaa 8%	+ Ilaa 8%
1/1/2023	+ Ilaa 8%	+ Ilaa 8%

Daryeelka caafimaadka shaqaalaha iyo shaqaalaha qoyska, ama shaqaalaha iyo xaaska shaqaalaha, laguma bixinayo Heshiiskan.

15.6 Aan ku jirin cadadka laga xayiray shaqaale kasta ee isqoraaya iyada oo la raacayo Qeybta 15.4, Shirkadda waxay ku bixin doontaa SEIU Health iyo Welfare aaminaadda loo shaqeeyaha soo socda oo qaddarin leh marka loo eego shaqaale kasta oo isqoraaya:

(A) Loogu talagalay shaqaalaha doorta caymiska shaqsiga ee qorshaha A:

Taariikhda ay Soconeyso	Taariikhda Shaqaaleeyaha (Bilaha)
Waqtiga 2020	\$ 499.59
5/1/2020	\$ 552.71
1/1/2021	+ Ilaa 8%
1/1/2022	+ Ilaa 8%
1/1/2023	+ Ilaa 8%

- (B) Loogu talagalay shaqaalaha doorta caynsanaanta caafimaad ee shaqsiyeed sida hoos timaada Qorshaha G:

Taariikhda ay Soconeyso	Taariikhda Shaqaaleeyaha (Bilaha)
Waqtiga 2020	\$ 423.33
4/1/2020	\$ 464.82
1/1/2021	+ Ilaa 8%
1/1/2022	+ Ilaa 8%
1/1/2023	+ Ilaa 8%

- (C) Loogu talagalay shaqaalaha u doorta caymiska caafimaadka shaqaalaha iyo carruurta shaqaalaha sida hoos timaada Qorshaha A:

Taariikhda ay Soconeyso	Taariikhda Shaqaaleeyaha (Bilaha)
Waqtiga 2020	\$ 695.63
5/1/2020	\$ 799.54
1/1/2021	+ Ilaa 8%
1/1/2022	+ Ilaa 8%
1/1/2023	+ Ilaa 8%

- (D) Loogu talagalay shaqaalaha doorta caafimaadka caymiska loogu talagalay shaqaalaha iyo carruurta shaqaalaha sida ku xusan Qorshaha G:

Taariikhda ay Soconeyso	Taariikhda Shaqaaleeyaha (Bilaha)
Waqtiga 2020	\$ 603.78
5/1/2020	\$ 662.95
1/1/2021	+ Ilaa 8%
1/1/2022	+ Ilaa 8%
1/1/2023	+ Ilaa 8%

- (F) Qaddarka lacagta mustaqbalka ee lagu qeexay qaybtaan kama badnaan doonto kuwa ka yar:  
1) xaddiga ugu yar ee ay ku taliyo wakiilada

caafimaadka iyo daryeelka si loo joogteeyo jadwalka hada faa iidada; ama, 2) kordhinta boqolkiiba ee lagu sharaxay halkan. Ujeeddada labada dhinac ayaa ah in lacagta caymiska shaqaalaha ee lagu qeexay qaybta hore ay kor u kacdo isla boqolkiiba inta lacagta loo shaqeeyaha lagu tilmaamay qaybtan.

15.7 Haddii ay dhacdo in labada qof ee isqaba ay u qalmaan amaahda canshuurta ama kaalmooyinka kale ee hoos yimaad Qeybta 36B ee Sharciga, Qeybta 1402 ee ACA ama kabitaan kale oo sida caadiga ah lagu heli karo hoosta ACA ama sharciga kale ee lagu dabaqi karo qodobbada heshiiskan. , Ururka wuxuu codsan karaa in dhinacyada is haya ay la kulmaan oo ay qiraan inay ka wada hadlaan isbeddelada lagu sameynayo Qodobkan. Dhinacyadu waxay codsanayaan in waajibaadka lacageed ee Shirkadda ee ku xusan Qodobkan aan si cad loo dhimi doonin natiijada ka soo baxda wixii isbeddelo ah ee ay dhinacyadu ku heshiiyeen sida ku xusan qaybtan.

15.8 Shirkadda waxay ku fulin doontaa heshiis Isdiiwaangalin oo ay la yeelanayso SEIU Health and Welfare trust, oo ay ku xaraynayso shirkadda shuruudaha heshiiska SEIU Health and Welfare, kuna xusan qodobbada soo socda:

1. Haddii ururku u oggolaado shirkad kale oo jannada ah inay bixiso wax ka duwan Qorshaha ka socda sanduuqa caafimaadka iyo daryeelka

ee SEIU ee lagu heshiiyay qandaraaskan, ururka shaqaalaha ayaa ogeysiin doona shirkadda isla markaana shirkadda ayaa si dhakhso ah loo siin doonaa fursad ay ku bixiso qorshe isbarbar dhiga muddada dhererka heshiiska.

2. Xaalad kasta oo jirta looma baahna shirkadda in laga bixiyo wax ka badan khidmaddaha ka badan waxa ku xusan Qodobkan.

15.9 Iyadoo aan loo eegin qodobka 21.2, waa in qodobada caymiska caafimaadka ay ku jiraan heshiiskan iyo / ama qaabeynta qorshaha daryeelka caafimaadka iyo badbaadada ee SEIU: (1) buuxin waaya shuruudaha sharciga ama qaanuunka lagu dabaqi karo, ama (2) sababi kara Shirkadda in ku dhacdo ciqaab, ganaax, ama lacag bixin kale oo la qiimeyn karo oo hoos timaad Sharciga Ilaalinta Bukaanka iyo Sharciga Daryeelka La Awoodi karo ama sharci kasta ama laxiriira sharciga, waajibka Shirkadda ee SEIU Health iyo Welfare Trust ayaa isla markiiba joogsan doonta. Ururka iyo Shirkadda ayaa ku kulmi doona si ay uga gorgortamaan qorshe kale oo ay la mid yihiin qiyaasta tabaruca taas oo haddii kale aan kordhin doonin wadarta qiimaha loo shaqeeyaha. Dhacdada noocaas ah, qodobka shaqo joojinta ee ku xusan qodobka 23.5 ee heshiiskan ma quseyn doono.

15.10 Dhinacyadu waxay aqoonsan yihiin in qorshaha caymiska caafimaadka laga yaabo inuu ku soo rogo canshuur xad dhaaf ah xagga caymiska caafimaadka

ee loo shaqeyaha maalgeliyey (loo yaqaan “Cadillac Tax”) sida ku xusan Xeerka Daryeelka La Awoodi karo. Haddii Ururka ama Shirkadda hesho ogeysiis in qorshaha ceymiska caafimaadka uu ku qasbanaanayo canshuurta ama uu ku qasbay canshuur, labada dhinac waxay ku heshiiyeen in ay ka shaqeyn doonaan sanduuqa SEIU Health iyo Welfare si ay wax uga beddelaan qorshaha sida loogu baahan yahay si looga fogaado Cadillac. cashuurta.

## **QODOBKA 16: KALA SAREYNTA**

16.1 Kala sareynta: Shaqaaluhu waxay urursan doonaan kala-sareyn, ka bilaabmaysa maalinta ugu horreysa ee Shaqaalayntooda, waa la siiyaa, si kasta ha noqotee, haddii ay dhacdo nasasho xagga shaqada, kala-sareynta shaqaalaha waxay ku bilaabataa shaqadiisii ugu dambaysay. Ujeedada 16.1, “jabinta shaqada” waxaa lagu qeexi 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; si kastaba ha noqotee, tixgalinta habboon ayaa la siin karaa arrimo kale, sida kartida, jimicsiga jirka, hufnaanta, khibradaha shaqooyinka gaarka ah iyo xirfadaha gaarka ah. Shaqaalaha waayeelka ah ayaa leh doorshada koowaad inay shaqeeyaan saacado dheeri ah ama saacado dheeraad ah ayagoo

dhisana. Shirkadda waa inay u noqotaa garsooraha dhammaan arrimaha aan ahayn ka weynaanta.

- 16.2 Shirkadda waxay oggolaatay inay bixiso laba toddobaad oo ogeysiis ah oo mushahar ah xilli kasta oo shaqada laga joojiyo. 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 ogeysiis ah, ama qandaraasyo dowladeed oo lagu daboolay Qodobka 14, oo ay la socoto caddeyn qoran oo ku saabsan ururka oo saameyn ku leh arrintaas.
- 16.3 Shaqaalaha fasaxa shaqada: Shaqaalaha shaqada laga fariisiiyey waxaa la siin doonaa ugu yaraan hal (1) maalin shaqo si ay u aqbalaan ama u diidaan dalab shaqo ee Shirkadda meel la mid ah oo la mid ah. Haddii shaqaaluhu aqbalo jagadaas oo kale, waa inuu u xaadiraa shaqada maalinta ku xigta shaqada ka dib ogeysiinta aqbalaadda. Haddii ay dhacdo ka dib markii uu aqbalo jagadaas oo kale in shaqaaluhu ku wargaliyo wakhtigii loo cayimay, shaqaaluhu wuxuu lumin doonaa faa iidooyin kasta oo uu ku yeelan karo shirkadda iyo shaqsi kale ayaa la shaqaaleysan karaa.
- 16.4 Guuldarada Qandaraasyada Nadiifinta: Haddii ay dhacdo in shirkaddu lumiso qandaraas nadiifin, shaqaale kasta oo aan markaa lagu meeleynin shaqo la mid ah shirkadda, waxaa loo qaadanayaa in laga eryayo shaqaalaha iyada oo macnaheedu yahay



Faqradda 16.3 oo ay sii hayn doonto xaaladdan oo kale muddo laba iyo toban (12) bilood ama ilaa shaqaaluhu helo laba dalab oo isbarbar dhig ku ah shaqada. Haddii shaqaalaha dib loogu yeero, iyada oo la raacayo nidaamka dib-u-celinta ee ku xusan heshiiskan, muddo laba iyo toban (12) bilood gudahood ah, shaqaaluhu waa inuu sii lahaadaa mas'uulnimadiisa buuxda. Ujeeddooyinka qaybtan 'isbarbar dhig' ayaa lagu qeexi doonaa mid la mid ah ama waqti-isku mid ah / xaalad waqti-dhiman, juqraafi ah, oo loo beddelayo booskiisii hore ee shaqaalaha.

16.5 Ururka wuxuu sameyn doonaa dadaal xoog leh si uu u habeeyo qandaraaslaha ururada iyo wuxuu ogolaan doonaa inuu kaqeybo warqado / waraaqo qaybinta shaqada goobta dhismayaasha hada dhismayaasha Ururka oo ay luntay qandaraasleyaal aan aheyn. Qandaraaslaha dhismaha ee dhismaha dhisa wuxuu mas'uul ka yahay inuu ogeysiisto Ururka kahor joojinta, haddii ay suurtagal tahay.

16.6 Liiska Shaqaalaha Shaqaalaha Barakacay. Markii ay lagama maarmaan noqoto in la dhimo xoogga shaqaalaha ee dhismaha, qofka dhismahaas ugu hooseeya waa in shaqada laga joojiyaa marka hore haddii shaqaaluhu sii lahaado awood u leeyahay inuu qabto shaqada jirta; Shaqaalaha aan lagu qori karin shaqooyinka firfircoon 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 sarreeyaan. Shaqaalaha ku sii jiri doonaan liiska shaqaalaha barakacay muddo toban (12) bilood ama ilaa qofka shaqaalaha ah ayaa helay labo dalab oo u dhigma of employmentis, hadba kii soo hormara. Nuqul liiska ayaa loo bixin doonaa ururka shaqaalaha dhamaadka bil kasta. Haddii shaqaale shaqada laga cayriyo la siiyo jago cusub, isaga ama iyada ayaa sii wadata sii ballaarintiisa. Ujeedooyinka qaybtan 'isbarbar dhig' ayaa lagu qeexi doonaa mid la mid ah ama waqti-isku mid ah / xaalad waqti-dhiman, juqraafi ah, oo loo beddelayo booskiisii hore ee shaqaalaha.

16.7 Liiska Bedelka: Shirkadda waa inay lahaato liis casriyeysan ee dhammaan shaqaalaha codsanaya wareejinta dhismayaasha kale, marka loo eego kala-sareynta, oo nuqul liis kaan ah waxaa la siin doonaa ururka dhamaadka dhamaadka bil kasta. Si kastaba ha noqotee, shaqaaluhu ma codsan karo beddelaad dhisme kale ilaa shaqaaluhu si joogto ah ugu shaqaaleynayay 6 bilood shaqaalaha jooga goobta dhismaha. Shaqaalaha codsanaya bedelka waa inuu ku jiri doonaa liiska wareejinta ilaa shaqaalaha la siiyo fursad uu ugu wareego jago kale oo la barbar dhigo waxa uu shaqaaluhu codsaday. Marka fursad loo wareejiyo jagadaas loo gudbiyo shaqaalaha, shaqaalaha ayaa laga saari doonaa liiska wareejinta. Shaqaaluhu wuxuu dib u codsan karaa wareejinta ka dib muddo 6 bilood ah. Shaqada la wareejiyay waa inay sii ahaato midnimadeeda.

16.8 Fasaxyada Shaqada: Markasta oo jago ay ku dhacdo shaqo kasta oo uu daboolay heshiiskan, ayaa lagu yiri waa in shaqada la soo dhejin doonaa illaa laga buuxinayo meesha ugu sarreysa shirkadda ee meheradda meheradda qarsoon. Nuqul ka mid ah furitaannada waa in la siiyaa ururka shaqaalaha dhamaadka bil kasta. Soo dhejinta waa inay lahaataa sharaxaad buuxda oo ku saabsan waajibaadka shaqo, bilaabidda iyo dhammaadka, iyo heerka mushaarka. Mowqifka waa in lasiiyaa shaqaalaha ugu sarreeya ee uu quseeyo heshiiskan, iyadoo la raacayo, soosocda qofka shaqaalaha ah ee buuxiyo shuruudaha ugu yar ee lagu qabanayo shaqada:

1. Shaqaalaha isku dhisme ah, marka loo eego kala sareynta, iyo shaqaalaha “barakacay” Liiska shaqaalaha marka loo eego kala-sareynta,
2. Shaqaalaha ka socda dhismayaasha kale ee liiska wareejinta, marka loo eego kala-sareynta
3. Codsadaha bannaanka.

16.9 Waxaa la fahamsan yahay in sida ku cad Qodobkaan, inaysan jiri doonin wax wax dhima.

## **QODOBKA 17: XUQUUQDA MAAMULKA**

17.1 Ururka wuxuu aqoonsan yahay xaddiga u gaarka ah ee maamulka shirkadda inuu ku maareeyo ganacsiga una hago xoogga shaqaalaha oo ay ku jiraan, laakiin aan ku xaddidneyn, kuwa soo socda:

- (a) Baahinta daabacan iyo daabacaan xeerarka shaqo ee macquulka ah (Nuqulo loo sameeyo Ururka);
- (b) Sameynta heerarka tayada iyo waxqabadka;
- (c) U xilsaara oo wareejiya shaqaalaha.

## **QODOBKA 18: GUUD**

- 18.1 Ka Qaadashada Qalabka: Looma baahna shaqaale inuu dhiibo qalab kasta si uu u guto waajibaadkiisa, haddii aan halkan lagu sheegin mooyee. Meesha ay Shirkaduhu u baahan yihiin waxay bixin doonaan labis caadi ah ama qiiq sigaar.
- 18.2 Hantida 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. Shirkadda waxay lahaan kartaa jeegga mushaharka ugu dambeeya ee shaqaalaha illaa waxyaabahan oo kale lagu celiyo shirkadda ama shaqaaluhu waa inuu lumiyo qiimaha ay ku kacday shirkadda si uu dib ugu soo ceshado guriga ama ugu yaraado \$ 250.00 ama jeegkiisii u dambeeyay ee magdhowga ah sida waxyeellada dareeraha ah.
- 18.3 Shaqaalaynta Saacadda Saacadda: Shirkadda waxay shaqaaleysiin doontaa xubnaha Ururkaan saacad

saacadle ah. Shirkadda waxay u oggolaan doontaa shan (5) daqiiqo oo nimco ah oo loogu talagalay dadka soo daahay oo aan wax khasaare ah ku dhicin mushaharka.

18.4 Maalmaha mushaharku waa inay noqdaan labadii (2) toddobaadba mar. Iyadoo aan wax kharash ah ugu fadhiyin shaqaalaha, shaqaalaha u shaqeeya loo shaqeeyayaasha leh 100 ama in ka badan oo shaqaale ayaa dooran kara in jeega mushaarkooda si elektaroonig ah loogu shubo bangiga loogu talagalay shaqaalaha.

18.5 Mushaharka soo daahay ama khaldan wuxuu u baahnaan karaa lacag-bixin mushaar oo gooni ah si loogu sameeyo shaqaalaha dhibaatadu saameysey. Haddii ay dhacdo kala sooca mushaarka, shaqaaluhu waa inuu ku ogeysiiyaa loo shaqeeyaha qoraal ahaan. Haddii cilad sabab u ahayd cilad shaqaaluhu uuna ka badneyn \$ 50, waxaa la siinayaa shaqaalaha lacag bixin sixid ah ugu dambeyn shan (5) maalmood ka dib marka la cadeeyo qaladka (marka laga reebo Sabtida, Axadaha iyo ciidaha).

18.6 Shaqada Stewardska: Waxaa la isku raacay in Ururka shaqaaluhu ku dhisi karo Stewards halka looga baahdo. Ururka shaqaalaha ayaa ogeysiin doona loo shaqeeyaha dhammaan wakiillada dukaannada loo cayimay. Mas'uuliyiinta Dukaanku waxay xaq u leeyihiin inay baaraan cabashooyinka la xiriira shuruudaha gaarka ah ee Heshiiskan goobtooda shaqo

ee caadiga ah. Shirkadda waxay oggoshahay in aysan takoorin ama ka aargudin wakiillada waxqabadka Ururka. Si kastaba ha noqotee, Shaqooyinka Steward waxay ku xiran yihiin isla shuruudca, qawaaniinta iyo shuruudaha shaqada ee ay quseeyaan dhammaan shaqaalaha kale.

18.7 Shirarka lala yeelanayo Wakiilada Ururka: Wakiilada Ururka waa in loo ogolaadaa inay lahadlaan shaqaalaha howlaha shirkada, hadii aysan carqaladeyneynin ama aysan faragalin doonin howlaha Shirkadda. Ururka shaqaaluhu wuxuu aqoonsan yahay in shaqada hoos timaad Heshiiskan mararka qaarkood lagu sameeyo dhismeyaal ay gacanta ku hayaan macaamiisha Shirkadda iyo dhismayaasha u baahan nadiifinta amniga. Xaaladaha noocaas ah Ururka wuxuu ogolaanayaa inuu sameeyo qaban-qaabin shirar lala yeesho shaqaalaha si uusan u faragelin howlaha dhismaha ee su'aasha la weydiinayo Shirkadda waxeyna oggol tahay inay kala shaqeyso Ururka inay shirarkan u qabato hab macquul ah oo waafaqsan shuruudaha amniga. iyo qawaaniin kale oo dejin ah oo uu qorey milkiiluhu.

18.8 U hogaansanaanta Heshiiska: Shirkad Saxiix ah, kadib markay hesho ogeysiis qoraal ah oo ka imanaya Ururka oo laxiriira xad-gudub gaar ah oo heshiiska ah, waa in la siiyaa soddon (30) maalmood gudahood si lagu saxo xadgudubka. Soddon (30) maalmood gudahood, Ururka wuxuu xisaabin karaa buugaagta Shirkadda shaqsigaa ah ee ku lug leh xadgudubka gaarka ah.

Hantidhawrka ayaa muujinaya in Shirkadda ay saxay wax kasta iyo wixii xadgudub ah, ka dib looma tixgelin doono inuu yahay “ula kac ah” xisaabtana waxaa bixin doona Ururka. Haddii, dhanka kale, xisaab-hanku wuxuu muujiyaa in Shirkadda dhalisay aysan hagaajin dhammaan xadgudubyada, ka dib waxaa loo qaddarin doonaa inay tahay “ula kac ah” oo waxaa laga dhigi doonaa inay bixiso kharashka xisaab hubinta sidoo kalena bixiso wixii alaabo ah ee lagu dabaqi karo xadgudubka. oo lagu daray boqolkiiba sideetan (8%) dulsarka wadarta lacagta ku lugta leh. Cadeynta macquulka ah waa in ay bixisaa Ururka kahor intaan Shirkadda waajib ku ah inay soo bandhigto diiwaankeeda.

18.9 Xadgudbyada Ugaarsiga ee Heshiiska: Waxaa si dheeraad ah la isku waafaqay oo la fahmay in xaalad kasta oo ay Ururka bilaabayaan dacwad qaadista ama kiiska sharciga waafaqsan qodobbada 18.7 iyo dacwadaha noocaas ah ama la xiriira cabashada ula kaca iyo ka-qaybgal weyn ku xadgudubka lagu eedeeyey mushaharka iyo qodobada kaalman ee heshiiskan, waxyaabaha soo socdaa waxay heli doonaan:

(a) In aan ka yarayn toban (10) maalmood oo ogeysiis ah oo qoran oo dhab ah ujeedada Ururka inay ku sii socoto gar-qaadida ama bilaabida dacwadda ayaa loo adeegsan doonaa markii loogu talagalay. wakiilka Shirkadaha ku taxan Lifaaqa 1 (halkan waxaa lagu magacaabaa “Ururka”). Wakiilka

noocan ahi wuxuu ku waajibayaa waajibaadka, iyadoo, la socodsiinaysa xubnaha kale ee Ururka ee Ururka. Wakiilka Ururka loo oggolaaday inuu helo ogeysiiskaas waxaa magacaabaya Ururka, qoraal ahaan. Magacaabista noocan ahi waxay ahaan doontaa mid ansaxsan haddii aan laga reebaynin Ururka, qoraal ahaan, Ururka.

- (b) Shirkad kasta oo ay saameyn ku yeelato ama xiiseyneyso waxay dooran kartaa inay qayb ka noqoto dacwada sharciga ama gar-qaadista si ay u dalbato ugana soo kabato wixii khasaare ah waxay cadeyneysaa inay ku dhacday iyada oo ay ugu wacan tahay ku lug lahaanshaha iyo ku xadgudubka ashya ee mushaharka iyo faa iidada. Qodobada Heshiiskan.
- (c) Haddii gar-qaadaha ama maxkamaddu ay ogaato in si ula kac ah iyo wax u dhimis mushaharka iyo qodobbada waxtarka ee heshiiskan, run ahaantii ay dhacday Ururka iyo shirkad kasta oo kaqeybqaadata oo lagu helo inay waxyeello ka soo gaadhay arrintaas, way soo kaban karaan, Waxaa sii dheer khasaaraha noocan oo kale ah, dhammaan kharashyadooda, oo ay ku jiraan khidmadaha qareenka ee macquulka ah.
- (d) Si kasta oo ay dhacdo xubin ka mid ah Shirkadaha ama Shirkadaha Ururka inay ogaadaan ku xadgudubka shirkad kale oo ka mid ah mushaharka iyo qodobbada kaalmooyinka



heshiiskan, shirkadda xubinta ama Shirkadaha waxay bilaabi karaan dacwad ama kala-garqaadid. Shirkadda Xubnaha ama shirkadaha waa inay ogeysiiso Ururka shaqaalaha ujeeddadiisa inay ku sii socoto gar-qaadista ama bilaabidda dacwadda. Toban (10) maalmood gudahood laga bilaabo helista ogeysiiskaas, Ururka wuxuu dooran karaa inuu ku biiro ama uusan ku biirin dacwad ama gar-qaadid sidaas ah. Kharashaadka dacwada ama gar-qaadida noocan oo kale ah waa inay u dhaceysaa si isku mid ah dhinacyada ka qaybqaadanaya. Shirkadda ama Shirkaduhu way sii socon karaan xitaa haddii Ururka shaqaaluhu doorto inuusan ka qaybqaadan.

18.10 Waxba Yarayn Lacagta Abaalmarinta iyo Xaaladaha Shaqada: Waxba kuma jiraan heshiiskan oo yareyn doona wixii mushaar ah ee hadda jira, shuruudaha shaqada ama mudnaanta loo dejiyey.

18.11 Waxyaabaha kale ee bilaashka ah, gunooyinka, abaalmarinada aqoonsiga, sawirada ama munaasabadaha ay bixiso Shirkadda waa mutadawacnimo mana ahan in loo qaddariyo inay qayb ka yihiin heshiiskan. Iyagu, sidaas darteed, waa la beddeli karaa ama laga joojin karaa wakhti kasta oo go'aanku ku saabsan Shirkadda.

18.12 Dukumiintiyada Tababbarka: Dhamaan shaqaalaha waxaa laga rabaa inay saxiixaan dukumiinti kasta oo qandaraasluhu bixiyo si loo xaqiijiyo tababar, sida,

nabadgelyada, MSDS, OSHA, iwm., iyadoo la siinayo tababar ku filan oo la siiyay waqtiga shirkadda.

18.13 Gudiga Maamulka Maareynta Shaqada: Guddi maaraynta shaqaalaha ayaa loo aasaasey warshadaha inta u dhaxeysa SEIU # 26 iyo shirkadaha ka qeyb galaya gorgortanka MSPCCA. Ururka iyo MSPCCA ayaa mid walboo magacaabi doona lix qof oo u adeegi doona guddigaan, ballamahaas oo aan si joogto ah uga beddeli doonin hal kulan oo kan ku xigga. Guddidu waxay la kulmi doontaa saddexdii biloodba mar (ama haddii kale sidii si wada jir ah loogu heshiiyey) si ay dib ugu eegaan arrimaha ay soo bandhigeen dhinacyadu. Guddigu ma shaqeynayo inay dhageystaan ama xalliyaan khilaafaadka khaaska ah laakiin waxay u shaqeyn doonaan inay ka wada hadlaan arrimaha warshadaha ballaaran. Ajandaha qodobbadaas waxaa lagu dejinayaa ka hor kulan kasta. Guddigu waxay dhisi karaan guddi hoosaadyo ka shaqeeya arrimaha gaarka ah. Dhinacyadu waxay isku raaceen in yareynta isticmaalka tamarta, iyo dhimista qashinka ay tahay hadaf wadaag ah. Si loo gaadho ujeeddooyinkaas, shirkadda iyo ururka ayaa ku heshiinaya in ay bilaabaan wada hadal ku saabsan mawduucyadan Guddiga Maareynta Shaqaalaha. Dhexdhexaadinta iyo Heshiisiinta Federaalka waa lagu casuumi karaa inay kala shaqeeyaan dhinacyada hawshan ku jira.

18.14 Loo shaqeeyaha ayaa oggolaan doona inuu maalgeliyo sanduuq iskaashi maareyn maareyn shaqaale oo

cusub (LMCF), oo si wada jir ah loo aasaasay inta u dhexeysa loo shaqeeyayaasha kaqeyb gala MSPCCA iyo Ururka. Tabaruca ayaa lagu bixin doonaa si ku saleysan hal mar, sida laga soo xigtay madaxa shaqaalaha, iyada oo wadarta guud lagu qiyaasey \$ 0.01 saacaddii la shaqeeyay sanadkii labo ka mid ah heshiiska iyo \$ 0.01 saacaddii la shaqeeyay sanadkii sedexaad ee heshiiska (lacagaha waxaa dib loogu celin doonaa saddex-meelood meel ahaan saddexdii biloodba mar, ama dhamaadka jadwalka taariikhda go'aamada loo shaqeeyaha.)

18.15 Gudiga Ad Hoc: Shirkadda iyo ururka ayaa dhisi doona guddi Ad Hoc ah. Guddigan wuxuu ka koobnaan doonaa 3 wakiil oo codeyn oo ay magacaabi doonaan Ururka iyo saddex ay shirkaddu magacaabi doonto.

(a) Qalabka dabiiciga ee nadaafada & qalabka nabdoon: Guddigu waxay dib u eegi doonaan adeegsiga qalabka dabiiciga. Waa mas'uuliyadda Shirkadda inay siiso meel aamin ah oo caafimaad qabta shaqaalaha, waxaana ka go'an inay ku dhaqanto howlaha iyo isticmaalka qalabka ka qeyb qaata bey'ada caafimaad iyo waara. Ururka wuxuu taageeraa himilooyinkan wuxuuna la shaqeyn doonaa dadaalka Shirkadda ee arrintan la xiriira.

- i. Shirkadda waa inay siisaa dhammaan PPE (Qalabka Ilaalinta Shaqsiyadeed) sida ay ku taliyaan waraaqaha Macluumaadka Amniga Shayga (MSDS). Shaqaaluhu waa

inay isticmaalaan galoofyada la jaanqaadi kara MSDS, waji-xidhka wejiga iyo / ama googoolo (oo uu bixiyo loo-shaqeeyuhu) markii loo baahdo hawsha loo xilsaaray. Intaas waxaa sii dheer, Loo shaqeeyuhu waa inuu siiyaa tababar shaqaalaha sida loo isticmaalo, iskudhaca iyo kaydinta kiimikada nadiifinta. Looma baahna shaqaale inuu qabto shaqo kasta oo xaaladaha khatarta ah ku jira, iyo inuu ku guuldareysto inuu howshaas guto sidaasoo kaleduruufaha, looma tixgelin doono inay sabab u yihiin ka bixitaan ama edbin.

- ii. Shirkadda waa in ay saartaa sahayda nadaafadda tiro aad u badan ayna ilaalin doontaa dhammaan qalabka ku jira xaaladdan dayactirka sida looga baahan yahay in ay qabato shaqada loo xilsaaray.
- iii. Loo shaqeeyuhu waa inuu ku dadaalaa inuu isticmaalo kali cagaaran, waxsoo nadiifinta waarta markay suurtagal tahay.  
(b) Shuruudaha iyo qodobada qeybtan Gudiga Ad Hoc lagu soo rogi maayo qodobada cabashada iyo gar-qaadida Qodobka 23 ee qandaraaskan.

- (c) Kaliya guryaha 250,000 cagood oo laba jibbaaran ama baaxad weyn ayaa hoos imanaya qaybta Gudiga Ad Hoc.

## **QODOBKA 19: CULEYSKA SHAQADDA**

19.1 Shirkadda waa inaysan ku soo rogin culeys shaqo aan macquul aheyn shaqaale kasta (waqti-buuxa ama waqti-dhiman), oo haddii ay dhacdo isbeddel la taaban karo ee ku dhaca shaqada, saacadaha shaqada ee shaqaalaha waa in dib loo eegaa oo la waafajiyaa sida ku habboon. Haddii ay dhacdo cabasho la xiriirta muran la xiriira shaqaaluhu, cabashada noocaas ah waxaa lagu xallinayaa qodobbada cabashada iyo garqaadidda ee heshiiskan. Waxaa lasiiyay, si kastaba ha noqotee, in cabasho laxiriirta culeys shaqo oo macquul ah aan la xareyn karin ka hor inta shaqaalaha uusan dhammaystirin dib u eegista iyo nidaamka socodka, ilaa ay shirkaddu diido dalabka shaqaalaha ama diido inay jadwalka mareyso ku dhigto shan iyo toban (15) maalmood ee codsiga shaqaalaha. Xaddidkan ma quseyn doono cabashada la xiriirta qodobada Isbadalada waaweyn ee kujira Qeybta 19.3 ee heshiiskan.

- a) Loo shaqeeyuhu waa inuusan si macquul ah u diidi doonin codsiyada qoraalka ah ee shaqaalaha ee sharraxaadda qoraalka, codsi lala qiimeynayo culeyska shaqadda iyo / ama howsha loo diray. Loo shaqeeyaha iyo ururka shaqaalaha ayaa isku raacsan in uu cods ilala qiimeynayo shaqadiisa soo qorto laakiin loo-shaqeeyuhu ma'ogala inuu sameyo wax ka badan laba dhismihiiba, inta lagu jiro bil kasta oo aan ka badnayn hal socod dhismo isku mid ah inta lagu jiro bilwalba; waxaa

la siinayaa, hase yeeshe, haddii loo shaqeeyuhu diido inuu jadwal u sameeyo waqtiga ku xusan qaybtan, shaqaalaha ayaa xarayn kara cabasho. Loo shaqeeyuhu wuxuu dib-u-fiirin doonaa shaqada uu qabtay shaqaalaha toddoba (7) maalmood gudahooda markay codsaduho codsado. Shaqaaluhu wuxuu codsan karaa in wakiilka dhismaha la joogo inta lagu jiro dib-u-eegis kasta iyo / ama nidaamka socodka. Haddii wakiil wakiil dhismo looma magacaabin dhismaha su'aasha, shaqaalaha iyo loo shaqeeyaha ayaa isla oggolya in shaqsi ka socda urur shaqaale loo xilsaaray, wakiillo tababaran ama wakiillo ka socda isla loo shaqeeyaha ayaa raaci kara qofka dib u eegista iyo / ama howsha socota. Dib-u-eegista meelaynta shaqada iyo wadooyinka ma aha inay faragalin ku sameeyaan hawsha dhismaha ee laga hadlayo waxayna ku qasban yihiin nabadgelyada iyo qawaaniinta kale ee dejinta ee ay maamusho maamulka dhismuhu.

- b) Dib-u-eegida meeleynta shaqada iyo habka wadashaqeyntu waa qeyb iyo qeyb ka mid ah cabashada iyo hanaanka xallinta khilaafaadka ku jira heshiiskan maaddaama ay quseyso qodobada shaqada ee heshiiskan. Ujeedada dib u eegista shaqada shaqada iyo socodka wadada ayaa ah in la taageero xalinta khilaafaadka shaqo meeleynta, habka ugu wanaagsan ee suurtoogalka ah, ka hor gar-qaadida muranka shaqada. Dib-u-eegida meelaynta shaqada iyo

habka socodka wadada qayb kama ahan howlaha tababarka loo shaqeeyaha, mana aha bedel ama badal loogu talagalay hanaanka tababarka loo shaqeeyaha. Ururka shaqaalaha iyo loo shaqeeyuhu waxay ogolaadaan oo ay qirayaan in wakhtiga lagu qaatay hawshani inay tahay mid iskaa wax u qabso ah qofka shaqaalaha ah ee xanaaqsan iyo wakiil kasta oo shaqaale ama wakiillo (wakiil) kale oo imanaya, iyo waqtigaas oo aan magdhow lagaheyn Heshiiskan marka laga reebo sida ku cad qodobkaan.

- c) “Maalmo” sida loogu adeegsaday qaybtan waxay tixraac doontaa maalmo ganacsi oo maahan maalmo taariikheed. Waqtiga lagu qeexay Qeybtaan waxaa lagu kordhin karaa heshiis wada jir ah.
- d) Qeexitaannada soosocda waxaa lagu dabaqi doonaa fasiraadda qeybtan:
  - i) Sharaxaad qoraal ah: Sharaxaad qoraal ah oo ku saabsan meeleynta shaqaaluhu wuxuu ku qeexan yahay qorista shaqaaluhu inuu qabanayo.
  - ii) Dib-u-eegis: Dib-u-fiirinta meelaynta shaqada ayaa ah wadahalad u dhexeeya loo shaqeeyaha iyo shaqaalaha (taas oo ay ku jiri karto wakiil wakiil ka ah dalabka shaqaalaha 19.1 (a) ee ku saabsan meeleynta shaqada ee

shaqaalaha, ama qayb ka mid ah meelaynta shaqada ee shaqaalaha. Dib u eegista ayaa sida caadiga ah dhacda kadib marka la siiyo sharax qoraal ah oo ku saabsan shaqada loo dhiibtay shaqaalaha. Shaqaaluhu ma qaban karo wax shaqo ah inta lagu jiro dib u eegida meeleynta shaqada. Dib u eegista ayaa caadi ahaan ka dhacda dhismaha laakiin daruuri maaha goobta shaqada. Dib u eegidu waxay caadi ahaan dhacdaa wakhti ka baxsan saacadaha shaqada ee caadiga ah ee shaqaalaha.

- iii) Qiimeynta Culeyska Shaqadda: Wadada meelaynta shaqada waa dib u eegis goobta ah oo ku saabsan meelaynta shaqada ee qofka shaqaalaha ah, ama qayb ka mid ah shaqada loo diro shaqaalaha, kaas oo shaqaalaha iyo loo shaqeeyaha ay dib u eegaan kana wada hadlaan qodobada shaqsiyadeed ee meeleynta goobta gaarka ah meesha shaqadu ka dhacdo. Qiimeynta culeyska shaqadda caadiga ah waxay dhacdaa kadib marka dib loo eego shaqada meelaynta waxayna ku xadidan tahay qaybta (shaqada) meelaynta shaqada arinta. Qiimeynta culeyska shaqadda waa in loo qaabeeyaa xalinta khilaafka sida ugu hufan ee ugu macquulsan. Shaqaaluhu wuxuu qabsan karaa waxyaabaha shaqada meeleynta ah inta lagu gudajiray wadashaqeynta haddii labada dhinac ay isla gartaan in waxqabadka



shaqada ay lama huraan u tahay xallinta arrinta. Soodhawaynta guud waxay badanaa ka dhacdaa goobta shaqada ee gaarka ah iyo inta lagu gudajiro codsiga shaqalaha. Wadada loo maro ma aha waqti waxbarasho ee lagu meeleeyo shaqaaluhu. Shaqaalaha xanaaqsan waa in la siiyaa waqtiga loogu talagay in lagu socodsiiinayo. Dhismooyinka ka weyn 250,000 ft<sup>2</sup>, wakiilka dhismaha waxaa la siin doonaa waqtiga loogu talagay socod lugaynta.

- e) Marka howsha ay dhacdo, loo shaqeeyuhu wuxuu isticmaali karaa habab macquul ah oo kasta, oo ay ku jiraan laakiin aan ku xadidneyn waxqabadka qaybta gorgortanka ee kormeerayaasha, si loo hubiyo in shaqooyinka caadiga ah ee shaqada shaqaalaha xanaaqsan iyo wakiilka dhismaha la dhameystiro.
- f) Ficil kasta ama dadaal kasta ee Shirkadda ee laxiriira xallinta arrimaha meeleynta shaqada ee ka sareysa iyo ka sarreysa shuruudaha ugu yar ee Heshiiskan ma aasaasi doono wax shuruud ah oo Loo shaqeeyuhu ku sii wado ama sii wado ku dhaqanka iyo dadaalladaas oo kale. Waqtiga wakiilka lacagta lagu siinayo ee socodka socodku ma dhisi doono dhaqan-gal ah in lagu bixiyo wakiillada waqtiga aan shilka ahayn ee lagu qaatay ganacsiga shaqaalaha. Cadeyn kasta oo ku saabsan dhaqamada noocaas ah waa inaan loo ogolaan doonin gar-qaad kasta ama dacwad kale

sida caddaymo lagu taageerayo sheegasho kasta oo ah in loo-shaqeeye aasaasay dhaqannadaas oo dhan.

- g) Dhammaan khilaafaadka la xiriira dib-u-eegista iyo hannaanka wada shaqeynta ee lagu sharxay Qeybta 19.1, iyo tarjumaadda Qeybta 19.1, waxaa si toos ah loogu gudbin doonaa garqaade loo qoondeeyay, Garqaade Gil Vernon, garsooraha “gar-qaadida ciyaarta baseball” ee la dedejiyey oo koox kasta ay soo gudbin doonto dalab wanaagsan, oo ay weheliso qoraal qoraal ah oo lagu taageerayo dalabkaas, Gar-qaadaha. Go’aan Garqaade wuxuu dooranayaa jagada hal dhinac oo aan wax laga beddelin. Ururka shaqaalaha iyo loo shaqeeyuhu waa inay u qaybsadaan lacagta garqaadaha si isku mid ah. Garqaadahu wuxuu u soo saari doonaa go’aan dhinacyada dhinacyada toddobo (7) maalmood gudahood, iyo dhinacyada waxay ku xirnaan doonaan go’aankaas. Garqaade waxaa loo ogolyahay oo keliya inuu go’aamiyo bal in loo shaqeeyuhu inuu sameeyo dib u eegis ama howsha wadajirka, siday u kala horreeyaan, iyadoo la raacayo shuruudaha Heshiiskan, iyo baaxadda iyo muddada socodku. Duruuf kasta oo jirta ma jiri doonto muddada socodka socodka shaqada ee uu amro garqaadehu inuu dhaafu muddada shaqada joogtada ah ee shaqaalaha. 1

19.2 Isbeddelka ku saabsan meelaynta shaqada caadiga ah: Waxaa labada dhinacba fahansan yahay in

shaqooyinka caadiga ah ee shaqada la bedeli karo ay sabab u tahay waqtiga badbaadinta isbedelada tikniyoolajiyada, qalabka, habka, shaqooyinka banaan ama faahfaahinta nadiifinta dhismaha. Shaqaalaha waa in dib loo tababaraa kahor inta uusan hirgalin isbadal la taaban karo ee ku saabsan howsha loo idmaday sida loogu baahdo si loo hubiyo in shaqaaluhu uu fahmo isbedelada ku yimid howshooda shaqo.

19.3 Isbeddelada waaweyn: Haddii shirkaddu soo jeediso isbaddal saameyn ku leh ugu yaraan 50% ama in ka badan oo shaqaalaha dhismaha ah (sida kala guuritaan nadiifinta maalinta, yareynta saacadaha, ama isbedelada culeyska shaqada) nidaamka soo socda ayaa lagu dabaqi doonaa:

(a) Shirkadda waa inay siisaa Ururka 30 maalmood ogeysiis ka hor intaanay hirgelin isbeddelada. Haddii la caddeeyo in macmiilku siiyo ogeysiis in ka yar 30 maalmood shirkadda, ka dib shirkadda waa inay siisaa ururka shaqaalaha ogeysiis hormaris ah intii suurogal ah.

(b) Guddigu waa inuu la kulmaa oo uu wareystaa kahor inta aan la hirgalin isbedelada la soo jeediyay. Haddii Guddigu uusan oggolaan karin qaybinta waqtiyada bilowga iyo culeyska shaqada iyo meeleynta, markaa maareynta ayaa laga yaabaa inay fuliso wax ka beddelladaas oo ay u aragto inay la hubo.

- (c) Wakhtiga ay shirkaddu bixiso ogeysiiska, shirkaddu waa in ay siisaa ururka midowga liis ay ku dheehan tahay dhismaha ay dhibaatadu saameysey, iyo hawl wadeen kasta oo sharraxaad ka bixinaya sharaxaad faahfaahsan oo ku saabsan hawshooda / hawshooda, bilowgooda iyo dhammaadkooda markii la ogaado.
- (d) Khilaafka isbeddelada waaweyn; haddii ururka midi fayl garaysto cabasho ku saabsan isbadal weyn kadib nidaamka “kulanka iyo qarsoodiga” uu ku guuldaraysto in uu xaliyo muranka, ururka wuxuu ku, karaa labaan (20) maalmood gudahood, inuu u soo gudbiyo cabashada garqaadida sida ku xusan nidaamka lagu qeexay qodobka 23.
- (e) Kaliya guryaha 250,000 cagood oo laba jibaaran ama ka weyn ayaa quseeya Isbedeladaan Waa weyn Qodobka 19.3.

19.4 Ururka iyo shirkaddu waxay iska kaashan doonaan gudiga maaraynta shaqada ee warshadaha sedexaad daraasad ergonomic warshadeed, waa hadii daraasada noocan oo kale ah ay bilaabato hay’ad la aqoonsanyahay oo ka dambaysa dugsiga sare inta lagu gudajiray mudada heshiiskan.

## **QODOBKA 20: FUQAADA KA-GANACSAN**

20.1 Shaqaale leh hal sano oo shaqo joogto ah waxaa la siin karaa fasax fasax ah, iyadoo leh ama aan naafo

ahayn, muddo ka maqnaashaha shuruudahan soo socda:

20.2 Lacagta Naafada: Faa'iidadan ayaa loo heli karaa si buuxda shaqaalaha wakhtiga shaqeyya oo shaqeyey laba iyo toban (12) bilood oo u baahan waqti ka maqnaansho arrimaha aan caafimaadka ahayn ee la xiriira arrimaha caafimaadka. Mushaharka naafada ayaa lala xiriirinayaa Sharciga Fasaxa Caafimaadka Qoyska (FMLA). Mushaharka naafada wuxuu bilaabmayaa maalinta 1aad ee cosbitaalka ama maalinta 3aad ee shilka ama maalinta 5aad ee jirro. Shaqaaluhu waxay heli doonaan mushahar naafanimo iyadoo ah macaash la cashuurayo ugu badnaan 12 toddobaad oo ah 60% mushaharka caadiga ah. Laga bilaabo 1/1/17, xaddiga lacagta naafada waxay kordhin doontaa 66% mushaarka caadiga ah. Caddayn dhakhtar oo caddeynaysa baahida loo qabo in laga baxo ayaa loo baahan karaa loo shaqeyyaha. Dhalmada ayaa heli doonta ugu badnaan 6 asbuuc oo ah lacagta naafada. Haddii hooyadu haysato dokumenti naafanimo caafimaad oo socda oo dhaafaysa lix toddobaad, waxay xaq u yeelan doontaa 6 toddobaad oo dheeri ah oo itaal darrida Naafada ah.

20.3 FMLA (Sharciga Fasaxa Caafimaadka Qoyska): Shaqaalaha qeyb ahaan ama waqti buuxa oo shaqeynaya hal sano oo shaqeynayey ugu yaraan 1250 saacadood waxay qaadan karaan 12 toddobaad fasax aan lacag la siinin dhalashada, korinta xannaaneynta ama meeleynta korsashada cunugga 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.

20.4 Fasax shaqsiyeed: fasax ka maqnaanshuhu waa wakhti fasax ah oo shaqada laga joojiyo sababaha aan ahayn jirro ama itaal darrida in ka badan 3 maalmood. Loo shaqeeyuhu waa inuu u diido inuu si caqli gal ah u xannibo rukhsad fasax fasax shaqsiyeed oo la soo gudbiyey oo qoraal ah. Shaqaaluhu wuxuu qaadan karaa hal fasax oo shaqsiyan ah oo ah ilaa 12 toddobaad oo fasax ah muddo 24 bilood gudahood ah. Qaybta aan la bixin ee fasaxa shaqsiga ee maqnaanshuhu wuxuu bilaabmayaa ka dib marka dhammaan xuquuqihii fasaxa ee shaqaaluhu dhammaado.

20.5 Fasaxyada Mileteri ee Joogtada: Dhamaan kaydiyaasha ama xubnaha ilaalada Qaranka waxaa laga rabaa inay ogeysiiyaan loo shaqeeyaha sida ugu dhaqsaha badan ee suurta galka ah ee layliyo u baahan waqti shaqo oo fasax ah. Fasax milateri waxay noqon doontaa lacag la'aan ama ikhtiyaarka shirkadda.

20.6 Fasax Bereavement: Markay soo gudbiyaan caddeyn dukumiinti oo qancin ah, shaqaalaha waqtiga-buuxa iyo waqti-dhiman waxaa loo ogolaan doonaa illaa shan

(5) maalmood oo mushaar ah si ay uga tacsiiyeyaan geerida iyo / ama u sameeyaan qabanqaabooyin u xaadiraan aaska hooyadeed, aabihiis, xaaskiisa, ama cunugga. Illaa afar (4) maalmood oo mushaar ah ayaa loo oggolaan doonaa walaalkiis, walaashaa, soddohda soddog ah, ama soddoo soddog ah. Shaqaalaha waxaa loo oggolaan doonaa ilaa sedex (3) maalmood oo mushaar ah si ay uga qeyb galaan aaska aabaha, ayeeyooyinka iyo ayeeyooyinka ayeeyo iyo soddoga / soddoga / soddoga / soddoga / soddoga. Marka laga hadlayo aaska meel ka baxsan Mareykanka Qaaradda, marka la soo gudbiyo caddeyn dukumiinti oo qancin ah, shaqaalaha looma diidi karo si aan macquul ahayn ugu badnaan labo (2) toddobaad taariikheed fasax fasax aan la bixin.

20.7 Fasaxa Ururka. Ugu yaraan toban (10) maalmood oo shaqo oo ogeysiis qoraal ah oo hormaris ah, in aan ka badnayn saddex (3) shaqaale shirkadeed markiiba (ama hal (1) shaqaale Shirkad ka yar 200 shaqaale) waa in la siiyaa ugu badnaan laba iyo toban (2) 12 usbuuc fasax aan lacag lagu bixin laba iyo toban (12) bilood oo isku xiga oo ganacsiga ganacsiga ah, oo lagu kordhin karo heshiiska labada dhinac. Ururka shaqaaluhu wuxuu mas'uul ka noqon doonaa dhammaan gargaarada iyo gunnooyinka muddada la dheereeyey (kaas oo lagu qeexi doono muddo laba iyo toban (12) maalmo shaqo ama ka badan) u fasax shaqaaluhu. Fasaxaas kadib, shaqaaluhu wuxuu xaq u leeyahay in dib loogu celiyo meeshiisii hore ama boos u dhigma oo isla mushaarka la mid ah. Shirkadda

waxay sii wadi doontaa ficilkii hore ee sii deynta Guddiga Fulinta, guddiga wadahaadalka, iyo wakiillada ururka ee kulamada.

20.8 Waajibaadka Jury: Shirkadda waxay u oggolaan doontaa shaqaalaha waqtiga buuxa mushahar siiya inay ka shaqeeyaan xeerbeegtida. Shaqaaluhu waa inuu ku dhacaa hal maalin shaqo gudahood markuu helo yeedhitaanka waajibaadka xeerbeegtida ogeysiiya maamulkiisa / maamuleheeda maalmaha loo baahan yahay in lagu heli karo waajibaadka xeerbeegtida. Loo shaqeeyuhu waa inuu bixiyaa kala-duwanaanta mushaharka marka waajibaadka xeer-beegtida ay khilaafsan tahay jadwalka shaqada / shaqada. Haddii shaqaaluhu shaqeeyo saacadaha labaad ama saddexaad, waxaa sidoo kale la siinayaa fasax lacag la'aan ah.

20.9 Maalmaha Jirrada:

a) Shaqaalaha waqtiga buuxa oo leh hal (1) sano ama ka badan oo adeeg ah waxay uqalmi doonaan inay isticmaalaan (1) maalin jirro mushaar sanad walba. Shaqaalaha waqtiga buuxa ee haysta seddex (3) sano ama in kabadan oo adeeg ah waxay uqalmi doonaan inay isticmaalaan labo (2) maalmood oo lacagla'aan sanad kasta. Shaqaalaha waqtiga buuxa oo leh shan (5) sano ama in kabadan oo adeeg ah waxay uqalmi doonaan inay adeegsadaan seddex (3) afar (4) maalmood oo lacag mushaar sanad walba. Laga



bilaabo 1/1/21. Shaqaalaha waqtiga buuxa oo leh hal (1) sano ama in kabadan oo adeeg ah waxay uqalmi doonaan inay adeegsadaan seddex (3) maalmood oo lacag bixin sanad walba. Shaqaalaha waqtiga buuxa ee haysta seddex (3) sano ama kabadan oo adeeg ah waxay uqalmi doonaan inay isticmaalaan afar (4) maalmood oo lacag bixin sanad walba. Shaqaalaha waqtiga buuxa ee leh shan (5) sano ama in kabadan oo adeeg ah waxay uqalmi doonaan inay isticmaalaan lix (6) maalmood oo lacag mushaar sanadle ah.

b) Shaqaalaha waqtiga-dhiman ee leh saddex (3) sano ama ka badan oo adeeg ah ayaa u-qalma inay isticmaalaan (1) maalin jirro mushaar sanad walba. Shaqaalaha waqtiga-dhiman ee leh shan (5) sano ama in ka badan oo adeegyo ah waxay u-qalmi doonaan inay isticmaalaan laba (2) maalmood oo lacag-bixin sannad kasta oo bukaan-socod ah.

c) Maalmo jirro ayaa la siin doonaa bisha Janaayo 1deeda sanadkasta oo ku saleysan heerka sare ee shaqaalaha taariikhdaas oo kale. "Maalin" micnaheedu waa tirada saacadaha shaqaaluhu si joogto ah loogu qorsheeyay inuu shaqeeyo. Maalmaha jiradu waa uruuritaan la'aan.

d) HALKII, dhinacyadu waxay garowsadeen in hay'adaha ku dhex jira xuduuda juquraafi ahaan heshiiskan, gaar ahaan ay ku jiraan laakiin

aan ku xaddidnayn Guddiga Duullimaadyada Magaalooyinka (MAC), Magaalada Minneapolis, iyo Magaalada St. Paul, waxay sameeyeen fasaxa mushaarka. qaynuunnada, siyaasadaha, iyo / ama xeerarka (wadajir ahaan, “Sharciyada Bixinta Lacagta”); iyo Halka, dhinacyadu waxay ku gorgortameen niyad wanaagsan si ay u gaaraan u hoggaansanaanta Sharciyada Bixinta Lacag Bixinta iyada oo loo marayo heshiiskan wadajirka wadajirka ah iyada oo loo marayo shuruudaha soo socda. Iminka, shuruudahan soo socda ayaa lagu dabaqi doonaa shaqaalaha cusub oo shaqeeya waqti-buuxa iyo waqti-dhiman oo ka shaqeeya xadka magaalada ee Minneapolis ama St. Paul, ama hoos yimaada awoodda MAC mushaharka looga baahan yahay, haddii (laakiin haddii kaliya tahay) loo shaqeeyuhu si sharci ah ayay u baahan tahay hay’ad fulintu (tusaale ahaan Magaalada) inay u hogaansanto Sharciga Bixinta Bixinta:

(i) Shaqaalaha caymiska ahu waxay heli doonaan abaalmarinta soo socota ee Sick iyo Safe Time (SST), taas oo beddeli doonta oo beddeli doonta. Macaashka kale ee waqtiga fasaxa ah (maalmaha fasaxa, maalmaha bukaanka, fasaxa saboolka ah; wadajirka “CBA Lacagta La Bixiyay” ama “CBA PTO”) ee ku qoran Heshiiskan:

(ii) Shaqaalaha waqtiga-buuxa: 1 saac ee SST 30-kii saacadoodba. waxay ku shaqeysay

gudaha sharciga Sharciga Fasax Bixinta, ilaa 48 saacadood wadarta guud ee laba iyo toban bilood iyo ilaa 80 saacadood wadarta guud (72 saacadood ugu badnaan sanadkii iyo wadarta guud ee kiiska shuruudaha fasaxa fasaxa MAC). Abaalmarintan SST ayaa waxay bedel u noqon doontaa abaalmarinta fasaxa CBA ee la bixiyo. Uma qalmi karo Lacag Bixinta Terminal Fasaxa. Faa'iidooyinkaas joogtada ah ee socota waxay ku egtahay illaa 1-da Janaayo oo shaqaaluhu haysto 1 sano oo sarreyn ah, waqtigaas oo dhammaan waqtiga aan la isticmaalin iyo waqtiga badbaadada uu dhacayo isla markaana jadwalka abaalmarinta CBA PTO uu beddeli doono kuna beddelayo.

- (iii) Shaqaalaha Waqtiga-dhiman: 1 saac oo SST ah 30-kii saacba oo ay ku shaqeeyaan xukunka Sharciga Fasax Bixinta, ilaa 48 saacadood wadarta guud ee laba iyo tobanka bilood iyo illaa 80 saacadood oo isku-uruurin ah (72 saacadood ugu badnaan sanadkii iyo isku-darka lacagta) haddii ay dhacdo MAC la siiyay sharuudaha fasaxa). Abaalmarintan SST ayaa waxay bedel u noqon doontaa abaalmarinta fasaxa CBA ee la bixiyo. Uma qalmi karo Lacag Bixinta Terminal Fasaxa. Faa'iidooyinkaas joogtada ah

ee shaqadu waxay sii jirtaa illaa 1-da Jannaayo oo shaqaaluhu leeyahay 4 sano oo da 'ah, xilligaas oo dhammaan waqtiga aan la isticmaalin iyo waqtiga badbaadada ahi uu dhacayo isla markaana jadwalka abaalmarinta CBA PTO uu beddeli doono oo beddelayo.

- (iv) Muddada sugitaanka ee 90-ka maalmood waxay quseysaa dhammaan abaalmarinta SST. SST uma isticmaali karo shaqaale kasta ka hor maalinta 90aad ee shaqaalaha. 90ka maalmood ee sugitaanka kadib, SST waa la isticmaali karaa iyadoo loo eegayo siyaasadaha sharciga loo shaqeeyaha. Ururka wuxuu ku raacsanyahay in qaabdhismeedka SST uu ku jiro Heshiiskan in loogu talagalay in lagu gaaro hadafyada siyaasadeed ee lagu sheegay Sharciyada Bixinta La Bixiyay. Ururka wuxuu sii raaciyay inay ku shaqeyn doonto, codsiyada loo shaqeeyaha, inuu sifiican ula shaqeyn doono loo shaqeeyaha si loo hubiyo in shuruudaha fasaxa ee mushaharka la siinayo ee ka badan kuwa lagu sifeeyay heshiiskan aan lagu soo rogin loo shaqeeyaha hay'ad kasta, oo ay kujirto laakiin kuma eka kuwaas ku taxan Qaybtan. Wadashaqaynta noocan ahi waa inay kujirtaa laakiin aan ku

xaddidnayn bixinta qoraal qoraal ah oo ku saabsan wejiga hore ee Ururka oo ku qeexaya heshiiskaas iyo taageeridda niyad wanaag. Faa'iidooyinka dheeraadka ah ee Qeybtaan waxaa laga wada hadlay si si hufan loogu gaaro u hogaansanaanta shuruucda Fasax Bixinta la Bixiyay. Haddii shuruudaha Xeer kasta oo Bixinta Bixinta si sharci ah wax looga beddelo (tusaale ahaan maxaa yeelay waxaa lagu beddelay ama wax laga beddelay dib-u-eegis, kala-noqosho, amar maxkamadeed, heer gobol ama heer federaal, ama haddii kale sida ku cad sharciga), dhinacyadu waxay oggolaadaan, markay codsadaan midka kale, inay la kulmaan. iyo ka wada hadal isbeddelada muddada-dhexe ee Qaybtan si loo buuxiyo laakiin aan ka badnayn shuruudaha ugu yar ee sharciga dibedda. Haddii ay dhacdo in shuruudaha Sharciga Fasaxa Bixinta la yareeyo ama la tirtiro ama haddii kale aan si sharci ah looga dhaqan gelin karin loo shaqeeyaha sabab kasta ha noqotee, Loo shaqeeyaha ayaa si cad loogu oggolaaday Heshiiskan inuu, kadib ogeysiiska Ururka, si iskumid ah u naaquso dheefaha la siiyay Qeybtaan si aad ula jaan qaado shuruudaha ugu yar ee sharciga dibedda, ama dib u soo celiso jadwalka abaalmarinta CBA PTO haddii

sharciga ku saabsan Fasaxa Bixinta La Bixiyay uusan hadda si sharci ah u quseyn loo shaqeeyaha ama shaqaalaha. Loo shaqeeyaha ayaa laga yaabaa, ikhtiyaarka gaarka ah ee Loo shaqeeyaha, inuu ku hirgaliyo siyaasadaha u oggolaanaya shaqaalaha inay u isticmaalaan maalmo jirro sidii fasax loo qorsheeyay iyo / ama maalmaha fasaxa sida maalmaha jirrada. Shuruuc kasta oo noocan oo kale ahi ma abuuri karo dhaqan hore oo ay tahay in la ilaaliyo ama laguso bandhigo goobaha oo dhan; loo shaqeeyuhu wuxuu xaq u leeyahay inuu si is-beddelo ah u beddelo siyaasadahaas oo kale.

20.10 Ma jiro qodobka 20aad ee ka mamnuucaya Qandaraaslaha inuu siiyo fasax shaqaal aan xaq u laheyn fasax, ama bixin fasaxa qadar ka badan kan lagu oggol yahay qodobkaan, marka la siinayo fasaxaas ama uu kordho xaddiga Fasaxa la oggol yahay waa macquul oo waa lama huraan oo waa macquul macquul ah sida ku xusan Sharciga Naafada Mareykanka iyo wixii isbedel ah ee lagu soo kordhiyo, mana noqon doonto dhibaato aan loo baahnayn.

## **QODOBKA 21: XEER-ILAALINTA IYO XUQUUQDA XUQUUQDA**

21.1 U hoggaansanaanta shuruucda Gobolka iyo Federaalka: Ujeeddada iyo ujeeddada heshiiskani waa

in la raaco oo loo hoggaansamo dhammaan shuruucda Gobolka iyo Federaalka, iyo go'aamada iyo go'aannada maxkamadda, maxkamadaha iyo guddiyada, labadaba. Gobolka iyo Federaalka in MSPCCA - SEIU # 26 Heshiis Taabniis 21 ah ay si sharci ah u saameyn karto heshiiskan. Waa aaminsanaanta dhinacyadu, in heshiiskani uu sidaas oo kale u hoggaansamayo dhammaan sharciyada, go'aamada iyo go'aannada. Haddii, si kastaba ha noqotee, heshiisku aanu iyo xidhiidhka loo shaqeeyaha iyo shaqaalaha ee lagu sharraxay halkan aan waafaqsanayn sharciga hadda jira, go'aannada ama go'aannada, kaas oo laga yaabo in la dhaqan-geliyo ama la sii gudbiyo mustaqbalka, dhinacyadu halkan waxay ku oggolaadaan inay aqbalaan oo ay raacaan sharci kasta oo ka mid ah Federaalka ama Gobolka, go'aan kasta oo federaal ama Gobol maxkamadeed amase xukunka xukun kasta oo ka mid ah Gobol ama Guddi Maxkamadeed oo federaal ah.

- 21.2 Dib-u-habeyn lagu Sameeyo Sharciyada: Haddii mid ka mid ah qodobbada heshiiskan, ay ka mid yihiin, laakiin aan ku xaddidnayn nidaamka kala-soocidda ee lagu xusay Qodobka 7, in loo qabtaa mid hanaan maamul ama garsoornimo ah oo xadgudub ku ah wixii khuseeya sharciga Federaalka, Gobolka ama Maxalliga, Ururka shaqaalaha iyo loo shaqeeyuhu waxay ku heshiiyeen inay la kulmaan si ay uga gorgortamaan wixii isbedel ah ama isbadal ah ee ku saabsan Heshiiskan, oo ay ka mid yihiin, laakiin aan ku xaddidnayn kala-saaridda iyo / ama sicirka mushaharka, sidaa darteed

u hoggaansanaanta sharciga noocan ah waa in lagu guuleysto Waxaa la isku raacay, si kastaba ha noqotee, in wax ka beddelka noocan ahi uusan ku imaan doonin ugu yaraan (ama ugu yaraan) kharashka guud ee maaliyadeed ee loo shaqeeyaha. Waxaa lasiiyay, si kastaba ha noqotee, in isbedelada noocaas ah iyo / ama dib-u-habeeynta ay ahaadaan kuwo xalaal ah. Waxaa sidoo kale la isku raacsan yahay in qodobkaan lagu dabaqi karo duruufaha ay labada dhinac ku heshiiyeen in xadgudubka noocaas ah uu dhici doono laakiin talaabadaas la saxo.

## **QODOBKA 22: DIIWAAN GELINTA**

22.1 Haddii qayb kasta oo ka mid ah heshiiskan ama qodobo ka mid ah oo halkan ku jira laga dhigo kuwo aan ansax ahayn iyadoo la raacayo wixii sharci ah ee jira ama wixii ka dambeeya la dhaqan geliyey ama tallaabo hay'ad dowladeed oo la oggolaaday ama iyadoo la soo saaray wareegto maxkamad awood u leh, sida ha iloobin inta hartay, waxayna ku sii jiri doonaan si buuxda oo firfircoon.

## **QODOBKA 23: HABRAACA SHACABKA**

23.1 Qeexida Cabashada: Dacwada gudaheeda macnaha heshiiskan waa inuu ahaadaa farqi kasta oo ra'yi ah, muran ama muran ka dhasha qeybaha ku lugta leh arin kasta oo la xiriira magdhow, saacado iyo xaaladaha shaqada ee tarjumaadda ama adeegsiga. mid kasta oo ka mid ah bixinta heshiiskan.



## 23.2 Talaabooyinka Cabashada:

- (a) Tallaabada 1: Shaqaalaha xanaaqsan ama shaqaalaha, oo uu weheliyo wakiilka dhismaha, way kala tashan karaan kormeeraha shaqaalaha. Haddii koox ka mid ah shaqaalaha ay ku lug leeyihiin cabashada, wakiilku wuxuu wakiil ka noqon karaa shaqaalaha. Shirkadda looma baahna inay aqoonsato wakiil kasta oo dukaan ka ah mooyee haddii wakiilku hore ugu caddeeyey qoraal Ururka.
- (b) Tallaabada 2: Shaqaalaha xanaaqsan ama shaqaaluhu waa inay u soo bandhigaan cabashada qoraal ahaan (aan ka ahayn cabashada la xiriirta siideyn) Shirkadda 10 (10) maalmood gudahood gudahood laga soo bilaabo markay bilaabatay. 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 noqon kara shaqaale xanaaq badan) haddii shaqaale kasta (yada) ay raadinayaan wax ka qabashada cabashada. Loo shaqeeyaha waxaa waajib ku ah oo keliya inuu fuliyo codsiyada macluumaadka ee macquul ahaan la xiriira 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.

23.3 Digniino qoraal ama hadal ah ama canaan ah looma tixgelin doono ujeedooyinka edbinta horumarka ah sideed iyo toban (18) bilood laga bilaabo taariikhda digniinta ama canaanashada. Tani ma quseyso ceyrinta hore, dacwada EEOC, anshax xumo, ama rabshad. Shirkadda waxay oggoshahay haddii shaqaalaha la weydiiyo inuu saxeexo dukumiinti ficil edbin ah, saxeexa noocan ahi wuxuu muujinayaa oo keliya helitaanka dukumintiga.

23.4 Waxaa si cad loogu oggolaaday loona fahamsan yahay in Shirkadda ay lahaaneyso awood loo siman yahay oo ay ku biloowdo cabashooyinka, laakiin cabashada Shirkadda ayaa bilaabmi doonta Tallaabada 3, iyadoo kulan u dhexeeya Ururka iyo Shirkadda.

23.5 Shaqaalaha waa la eryl karaa iyagoon mushaar qaadan iyadoo qeyb ka ah talaabada edbinta. Haddii natiijooyinka baaritaanka la helo aysan ka dhalan ficil edbin ah oo ay kujirto ceyrin aan mushaar lahayn oo shaqada laga joojiyay, ama ay ku dhacdo ficil edbin

ah oo ay kujirto ceyrin aan mushaar lahayn maalmo ka yar kuwa runtii seegaya, shaqaalaha waa in la siiyaa mushaharka u dhigma saacadaha shaqada ee loo qorsheeyay oo seegay. Qodobkaan ma quseeyo marka shaqaale la hakiyo iyadoo la sugayo natiijada ka soo baxda arrinta gacanta gacanta ku haysa fulinta sharciga.

23.6 Marka laga reebo sida ku xusan heshiiskan, qof shaqaale ah 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

23.7 Xalinta Khilaafaadka. Wixii cabasho ah ee aan xallin ka dib markii si buuxda looga baaraandegay iyadoo la raacayo saddexda (3) tillaabo ee Nidaamka Cabashada, sida ku xusan Qodobkan, oo ku lug leh fasiraadda, adeegsiga, ama u hoggaansanaanta heshiiskan, ayaa isticmaali kara Dhex-dhexaadinta Federaalka. si arrinta loo xalliyo. Haddii aan la xallin, labada dhinac midkood, 10 maalmood oo shaqo gudahood markii la dhammaystiro Tallaabada 3 ee halkan, waxay u soo gudbin karaan cabashada dhexdhexaadinta nidaamka soo socda: Ururka wuxuu si dhaqso leh uga codsan doonaa Adeegga Dhex-dhexaadinta Federaalka inuu keeno guddi ka kooban toddobo (7) garqaadeyaasha ay dhinacyadu si lamid ah ku garaacaan magacyo, oo ay ku jiraan kooxdii gudbisay cabashada samaynta shaqo-joojinta koowaad; oo markaa ku xulo

garqaade dhexdhexaad ah. Ururka shaqaalaha iyo loo shaqeeyuhu waa inay kulmaan si ay u fuliyaan nidaamka xulashada garqaadaha muddo toban (10) maalmood gudahood ah oo ay ku siinayaan FMCS guddi garqaadeyaal, haddii kale qoraal ahaan loogu oggolaado mooyee. Kharashaadka garqaade sidaa u xushay iyo wariye maxkamadeed (haddii si la isku waafaqay ay ku xiran tahaylabada dhinacba) waa inay u wada qaadaan si isku mid ah Shirkadda iyo Ururka.

23.8 Ka gaabinta labada dhinac in ay ka baaraandegaan cabashada gudaheeda waqtiga lagu cayimay tallaabo kasta oo cabashada iyo gar-qaadidda waxaa loo qaadan doonaa inay tahay tanaasulaadda cabashadaas. Ku guuldaraysiga Shirkadda in ay ka shaqeyso cabashada gudaheeda waqtiga lagu cayimay tallaabo kasta ayaa u soo celin doonta cabashada si otomaatig ah loogu wareejinayaa 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 garqaade ka socda golaha ay soo bandhigeen FMCS, oo dejiya taariikhda, 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.

23.9 Cabashada ku Saabsan Musaafurinta: shaqaale la erylery waa inuu lahaadaa seddex (3) maalmood oo shaqo gudahood markii shaqada laga saaro ka dib si uu ugu gudbiyo Ururka cabasho qoraal ah. Ururka ayaa markaa lahaan doona saddex (3) maalmood oo shaqo ah, kadib markay soo gaadho cabashada, inay u diraan ama nuqul ka helaan Shirkadda. Haddii waqtigan xaddidan aan la buuxin, arrinta waxaa loo tixgelin doonaa inay xiran tahay.

23.10 Awoodda Gar-qaadaha: Garqaadehu wuxuu awood u leeyahay inuu ku dabaqo qodobbada heshiiskan oo uu go'aan ka gaadho wixii cabasho ah oo sifiican uga hor imanaya isaga, iyada oo noqon doonta kama-dambaysta iyo isku xidhka dhinacyada. Si kastaba ha noqotee, garqaadaha laakiin isagu / iyadu ma laha awood ay wax uga beddelaan ama wax ka beddelaan heshiiskan ama in ay dhisaan shuruudaha ama shuruudaha heshiiskan mana lahaan doonaan awood ay dib ugu siiyaan abaalmarinta shaqaalaha marka la siideeyo. muddo ka badan soddon (30) maalmood oo 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.

23.11 Dhacdooyin No; Lockouts Malaha: Shirkadda ma sheegi doonto wax shaqo ka joojin ah inta lagu jiro nololsha Heshiiskan Ururkana ma keeni doono, uma yeerayo ama ma oggolaado shaqo-joojin, shaqo joojin, shaqo joojin, hoos u dhac, fadhiis, joogitaan,

socod goos goosasho, goos goosad 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.

## **QODOBKA 24: SHARCIGA HESHIISKA**

24.1 Heshiiskani wuxuu noqonayaa mid dhaqan gal ah oo dhaqan gala laga bilaabo taariikhda heshiiska qoraalka ah ee ay saxiixeen dhinacyadu illaa iyo ay ka mid yihiin Disembar 31, 2023 iyo sannad-illaa-sanadka wixii intaa ka dambeeya, illaa laga joojiyo sida soo socota: Labada dhinac midkood wuu joojin karaa heshiiskan ama wuxuu codsan karaa in wax laga beddelo iyadoo la adeegsanaayo lixdan (60) maalmood oo ogeysiis qoraal ah loosoo gudbinayo dhinaca kale kahor Diseembar 31, 2023 ama Diseembar 31-deeda wixii ka dambeeya, kaas oo joojinta ama wax ka beddelka ah. waa la codsaday.

# LIFAAQID I

Qayb ka mid ah heshiiska muddada dhammaanaya Diseembar 31, 2019 ee u dhexeeya SEIU Local 26 iyo Minneapolis-St. Ururka Nadiifinta Paul qandaraas. Liiska shirkadaha saxaexaya heshiiska:

ABM Industry Groups  
Ameriklean  
Aramark  
Capital Maintenance  
Compass Group  
F&F Cleaning  
FBG Service Corporation  
Green Cleaning Cooperative  
Harvard Maintenance, Inc  
ISS Facility Services, Inc  
Kleen-Tech Services Corporation  
Managed Services, Inc  
Marsden Bldg Maintenances, LLC  
Mid-City Cleaning Contractors, Inc  
Paramount Building Solutions  
Preferred Building Services  
SBM Management Services  
Triangle Services

## LIFAAQID II: WAGES

Qaybka mid ah heshiiska muddadaas oo dhammaanaya 31ka Diseembar, 2019 illaa iyo inta u dhexeysa SEIU Local 26 iyo Minneapolis-St. Ururka Nadiifinta Paul qandaraa ee MSPCCA.

- (1) Qiimaha mushaharka Tier 1 wuxuu quseyn doonaa dhismayaasha leh ugu yaraan 250,000 cagood oo laba jibaaran
- (2) Qiimaha mushaharka Tier 2 wuxuu quseeyaa dhisme kasta oo ka yar 250,000 cagood oo laba jibbaaran
- (3) Qiimaha mushaarka Tier 3, waa in lagu dabaqo waxyaabaha soo socda:
  - a. Dhisme kasta oo ay nadiifiyeen qandaraasle aan saxiix ahayn isla markiiba ka hor Loo-shaqeeyaha oo bilaabaya koontada \*\* (ka eeg xaddidan 36 bilood ee hoose).
  - b. Shaqaalaynta cusub ee dhismayaasha ka yar 75,000ft<sup>2</sup>



Mushaharka Mushaharka Waqtiga oo Buuxda ah oo Wax Taaban	Bilaabato 3/15/20 \$17.17	Bilaabato 1/1/21 \$17.62	Bilaabato1/1/22 \$18.14	Bilaabato1/1/23 \$18.62
<b>Tier 1 Nooca Mushaharka</b> Qeybta Waqtiga badhka nadiifiye	Bilaabato 3/15/20 \$15.47	Bilaabato1/1/21 \$15.92	Bilaabato 1/1/22 \$16.44	Bilaabato 1/1/23 \$16.92
<b>Tier 2 Mushaharka Nooca Taaba galka</b> Qeyb Waqti badh Nadiifin Guud	Bilaabato 3/15/20 \$14.27	Bilaabato 1/1/21 \$14.65	Bilaabato 1/1/22 \$15.08	Bilaabato 1/1/22 \$15.48
<b>Tier 3 Nooca Mushaharka Dhaqangalka</b> Nadiifiyaha Guud ee Waqtiga buuxa	Bilaabato 3/15/20 \$13.39	Bilaabato 1/1/21 \$ 13.89	Bilaabato 1/1/22 \$14.39	Bilaabato 1/1/23 \$ 15.40
Nadiifinta Guud ee Waqtiga badh Nadiifinta Guud	\$ 12.37	\$13.00	\$13.57	\$14.10

Dayactirka Qofka waa inuu noqdaa \$ 0.20 saacaddii oo ka sareysa heerka nadiifiyaha guud ee waqtiga buuxa.

Mushaharka shaqaalaha ee hadda jira lama dhimayo iyada oo ku saleysan kala-saaridda mushaharkan.

Shaqaalaha cusub ee la shaqaaleysiiyay wixii ka dambeeyay waxaa la siin karaa mushahar hordhac ah oo ah \$ 1.00 iyadoo la adeegsanaayo laba-iyo-tobanka hore (12) bilood ee shaqada iyo \$ 0.50 marka la barbar dhigo inta lagu jiro bilaha 12-24 ee shaqada.

Kordhinta mushaharka ee uu u baahan yahay heshiiskan waxaa la dhaqan gelin doonaa maalinta koowaad ee muddada mushaarka caadiga ah kadib taariikhda hirgelinta ee lagu qeexay Heshiiskan.

Shaqaalaha mushaharka badan laga siiyo waxay helayaan kordhinta mushaharka loo qorsheeyay ee looga baahan yahay hoos imaadka Tier. Kordhinta noocan oo kale

ah waxaa lagu go'aamin doonaa qiimaha doolarka saxda ah ee mushaarka la kordhiyo (oo aan aheyn boqolkiiba). Si kastaba ha noqotee, Shaqaalaha Tier 3 Shaqaalaha mushaharka ka badan leh waxay heli doonaan \$ 0.45 kordhin mushahar sanadle ah maalin kasta oo la taaban karo, laakiin dhacdo kasta lama bixinayo wax ka yar qiyaasta ugu yar ee lagu muujiyey halkan.

Haddii, laakiin heshiiska gorgortanka wadajirka ah, Minneapolis ama St. Paul xeerka mushaharka ugu yar uu si sharci ah u khuseeyo howlaha loo shaqeeyaha, loo shaqeeyuhu waa inuusan siinin shaqaalaha daboolay wax ka yar \$ 0.50 wixii ka sareeya heerka mushaharka ugu yar ee lagu dabaqi karo.

**\*\* Dhismaha u qalma mushaharka Tier 3 mushaharka wuxuu ku mutaysan doonaa shuruudahan soo socda:**

Haddii shirkada ay la wareegto gacan ku haynta qandaraaska nadiifinta ee dhisme 250,000 oo cagood oo laba jibaaran ama in ka badan oo meel bannaan ah oo ay nadiifiyeen qandaraasle urur shaqaale, shirkaddaas waxay lahaan doontaa 36 bilood si ay ugu gudubto sicirka illaa Tier 1 isla markaana ay u hogaansanto saamiga shaqaalaha

Haddii shirkaddu ay la wareegto gacan ku haynta heshiiska nadiifinta ee dhisme ka hooseeya 250,000 oo fiit oo labajibaaran oo meherad ah oo ay nadiifisay qandaraasle aan urur shaqaale ahayn, shirkaddaas waxaa loo oggolaan doonaa inay ku sameyso waxyaabaha soo socda xisaabtaas:

- a) Kormeerayaasha (shaqaalaha aan ka tirsanayn) waxay qaban karaan qaybta gorgortanka ilaa 50% saacadaha shaqada.
- b) Nadiifiyeyaasha guud waxay qaban karaan shaqo nadiifin dariishado oo aan qarsooneyn.

Loo shaqeeyuhu wuxuu oggol yahay inay ku wargalin doonaan ururka xisaabaadka laga soo qaatay qandaraasle ee aan ahayn midowga soddon (30) maalmood gudahood laga bilaabo shaqada nadiifinta halkaas. Dhisme kasta oo la helo inta lagu gudajiray heshiiskii hore ee lagu nadiifiyey wixii hadda lagu qeexay heerarka Tier 3 wuxuu xaq u yeelan doonaa inuu u isticmaalo qiimeyntaas muddo 36 bilood ah qandaraaslaha ururka uu ka helay qandaraas nadiifinta noocaas ah.

### **LIFAAQID III: SHAQAALAHA ILAALIYA**

Qeyb ka mid ah Heshiiska muddada uu dhammaanayo Diseembar 31, 2019 illaa iyo inta u dhexeysa SEIU Local 26 iyo Minneapolis-St. Ururka Nadiifinta Paul qandaraas.

Shaqaalaha Daboolida Lifaaqa III: “ilaaliya” shaqaalaha waxaa lagu qeexi doonaa kuwa horey loogu daboolay Heshiiska BOMA ee Lifaaqa 4aad ee Heshiiska Nadiifinta qandaraasyada, kaas oo shuruudahiisa, uu dhacayo Diseembar 31, 1984, laakiin cid kale ma jiraan.

Kuwa ka sarreeya ee la qeexay shaqaalaha ‘ilaaliya’ waxay heli doonaan isla kordhintii saacaddii loo qorsheeyay ee lagu heshiiyay mushaharka nadiifka guud ee waqtiga buuxa.

## **WARQADA ISBARTIIMADA LAGU LIFAAQAY**

1. Ka-reebitaan: Warqadda dhinacan waxay quseysaa oo keliya howlaha munaasabadaha ka dhaca garoomada, xarumaha munaasabadaha iyo meelaha lagu xuso liiska kuyaalAbuugga 2. Dhacdo kasta oo aan munaasabad ahayn, shaqada si joogto ah loo qorsheeyay garoon amagaroon ama xarunta dhacdada ayaa laga saaray xarafka dhinaceeda oo waxaa ku hoos jira shuruudaha buuxa ee CBA. “Xarumaha xafladaha” waa goobo khaas ah oo lagu qabto munaasabadaha (tusaale, tiyaatarada, hoolka xafladaha, hoolka shirarka iyo xarumaha kulanka).
2. Shaqaalaha Qiyaasta Mushaharka Garoonka (nadiifiyeyaal shaqeyya inta ay munaasabadu socoto) gudaha Minneapolis ama St. Paul xadka:

Maarso 15, 2020: \$ 13.75 / saac

Julaay 1, 2021: \$ 14.40

Luulyo 1, 2022: \$ 15.50

Luulyo 1, 2023: \$ 16.00

Shaqaalaha Dhacdooyinka Kahor ama Post ee gudaha Minneapolis ama St. Paul xadka: Xaddiga Samee sida kor ku xusan.

Shaqada ka dhacda bannaanka Minneapolis ama St. Paul xaddidan: Tier 3-nus-saacad ah

3. Saacadaha shaqada Garoomada waa in lagu meeleeeyaa sida soo socota:

- Xubnaha ururka ee xisaabaadka kale ama liisaska shaqo ka fariisinta waxaa la sin doonaa mudnaan saacadaha shaqada garoonka, si ay u kala sarreeyaan shirkadda, illaa iyo inta aysan ka hor imaanaynin isku-beddelka joogtada ah ee jadwalka, iyo illaa iyo inta wadarta saacadaha ay ka soo galayaan akoonkooda caadiga ah iyo hawsha dhacdada aysan dhaafi doonin 40 saacadood usbuucii. Saacadaha ka shaqeeyay garoomada xubnahoodu waxay sameeyeen xisaab kale ama liiska liisaska waxaa lagu bixin doonaa sicirka mushaarka garoonka.
- Shaqaalaha Xilliga / Ku-meelgaarka ah (oo ay shirkaddu kireyso): Haddii aaney dhammaan wareejinta oo ay ka buuxin karin xubnaha ururka shaqaalaha akoonnada kale ama liisaska shaqada, ka dib shirkadda waxaa laga yaabaa inay qorto shaqaale xilli-ku-meel-gaar ah. Xilliga / shaqaalaha ku meel

gaarka ah waxaa la siin doonaa sicirka mushaarka garoonka. Xilliga / Shaqaalaha ku-meelgaarka ah waa inay bixiyaan khidmad oggolaansho ujeedooyin metelayaal ah oo ah 2% dakhliga ku soo gala ururka, kaasoo ay shirkaddu jari doonto foomamka jeegagga ayna u gudbiso ururka. Shirkadda waxay siin doontaa shaqaalaha u baahan kaararka oggolaanshaha.

- Shaqaalaha shirkada ka shaqeeya: Hadday dhammaan hawlagallada oo dhami buuxin waayaan xubnaha ururrada ee ka yimid koonto kale ama xubnahoodu ay yihiin liistada shaqo-ka-joojinta, ama shaqaalaha Xilliga / Ku-meelgaarka ah (ee ay shirkaddu kireyso) markaa shirkadda ayaa laga yaabaa inay dhacdo qandaraas-hoosaad shaqaale shaqaale. shirkad. Shaqaalaha shirkadda shirkadda waa laga dhaafi karaa CBA.
4. Dhamaan qodobada kale ee CBA ee aan toos looga hadlin warqaddan dhinaca ayaa la dabaqaa.

This page was left blank intentionally.