

# FIGHTING TO LIVE NOT JUST SURVIVE

## SEIU Local 26 Union Contract Summary for Janitors 2016-2019

A union is an organization of workers that have come together to win better pay and a voice at work, and to fight for justice in our communities. Janitors first voted to establish our union in Minneapolis almost 75 years ago, and since then we have grown to more than 6000 members, representing janitors, security officers and window cleaners at companies across the twin cities. Members vote democratically on all major decisions in our union, and we elect our negotiation teams to bargain with the companies over our “union contract.” The “union contract” is a legal, written document that the companies sign with all of the rights and protections that we have won so far. Every few years, we negotiate a new contract to improve what we have if we are united and willing to fight together. A summary of our current contract is below (see the contract for exact language):

### Article 8: how much am I paid?

Wage Category	Effective 3/14/16	Effective 1/1/17	Effective 1/1/18	Effective 1/1/19
Full Time General Cleaner (utility make \$ .20 more)	\$15.12	\$15.62	\$16.02	\$16.42
Tier 1 Part Time General Cleaner buildings at least 250,000 sqft	\$13.55	\$14.00	\$14.36	\$14.72
Tier 2 Part Time General Cleaner buildings less than 250,000 sqft	\$12.57	\$12.99	\$13.32	\$13.65
Tier 3 Part Time General Cleaner New hires in buildings smaller than 75,000sq ft, and buildings that in 3 year transition from non-union	\$10.24	\$10.58	\$10.85	\$11.12

### Article 15: What are my health benefits?

- All full time janitors, and Part time janitors who work over 30 hours per week qualify for health insurance, dental and vision plan, but you must sign up for the benefits in your first 3 months, or any October (open enrollment) after that.
- The company will pay most of the cost of the health insurance premium (as much as \$622.06 per month), but you must pay (cost may change slightly)
  - \$35 per month for individual coverage,
  - \$150 per month for coverage of you and your kids (no coverage for spouses are offered)

### Article 7,9, 13 &18: What is Full time work?

- All Full time janitors shall work 40 hours per week. Part time janitors work less than 40 hours.
- Any janitor who cleans exterior windows for more than an hour above the first floor, is paid \$22.20/hr.
- Supervisors are not in the union and in building 250,000sq ft cannot do janitorial work unless it is an emergency
- Any work over 40 hours per week will be overtime, paid at 1.5 times the normal rate.
- All buildings over 250,000 square feet must have 80% Full time janitors. All buildings over 500,000 square feet must have 100% full time janitors (there are exceptions, like covering leaves of absence)
- You have a 5 minute “grace period” at the beginning of shift with no loss of pay if you are late.
- Paydays are every two weeks.

### Article 10 & 11: What are my Holidays and vacation?

- 7 holidays: new years day, memorial day, independence day, Labor day, Thanksgiving day, Christmas day, and one floating holiday. You can leave 3 hours early and be paid a full day on Christmas Eve. The company should accommodate requests to leave early on Eid and New Years Eve. Part time employees get holidays after 9 months of service
- A full time employee gets their vacation in January for the whole year (calculated with a formula in the contract based on your hours paid in the previous year). \*If you worked all hours possible, then you get: Less than 1 year seniority= 1 week\*, 1-5 years seniority= 2 weeks\* , 6-10 years seniority= 3 weeks \*, 11-19 years seniority= 4 weeks\*, 20 or more years seniority= 5 weeks\*
- A part time employee earns 4-7 years seniority= 1 week\*, 8+ years seniority= 2 weeks \*
- You may carry over up to 40 hrs of vacation from one year to the next.

### Article 1, 2 &3: Who is covered by the union contract?

- All janitors are covered by the contract, as long as their building is within the 7 county Twin cities
- Union members pay dues each month through their pay checks to make sure that the union is strong.
- For your first 60 days at a company you are “on probation” and cannot file a union grievance.

### Article 4: Can I be discriminated against?

- The company cannot punish you for participating in the union, or for your race, gender, sexual orientation, or religion.

- If you have problems with your work authorization status (such as an expiring Green card), you may take a leave of absence of up to 120 days from work to fix it before you lose your job. After that, if you fix your problem with your work authorization, then you can return to the “layoff list” for up to a year.
- The company must accommodate for religious prayer during work time.

**Article 12 : What are our rights when our buildings change contractors?**

- The new company will offer employment to the employees of the old company, as long as the janitor is not in their first 60 days, and they pass the normal background checks and drug tests. If the janitor is removed by request from the building owner, they must be placed on the layoff list of the old company.
- The new company cannot cut the number of full time workers at the building, unless there is also a reduction in cleaning specifications (proof must be shown to the union), and the workers keep their seniority, pay rate, and benefit levels from the old company.

**Article 16: What is seniority?**

- Your seniority date is the date that you began working for your company, or the date you began working at your building, whichever is longer.
- Extra or overtime hours are given to the janitor with the most seniority first.
- If there is a layoff, the company must give you two weeks’ notice in most cases. If you are laid off, you will be offered jobs on the “layoff list” by seniority for a maximum of 6 months.
- If you want to transfer to a different building, put your name on the “transfer list”.
- When a position becomes available, it will be filled by seniority first by anyone on the layoff list or people in the same building, then by employees on the transfer list, and only then by new applicants.

**Article 5, 23 &25: Can we strike?**

- During the duration of the contract, janitors cannot strike. But if other workers are on strike at our building, we have the right to honor their strike and not go to work that day. We can also strike when our contract expires after 12-31-2015.

**Article 18 & 23: How do we fix violations of the contract and make our union strong?**

- Stewards are elected by their co-workers in every building. Stewards are trained to enforce our contract. Union representatives can go to visit your building on break times, in most cases.
- If the company violated our contract, or disciplines you unfairly we can file a grievance
  - Step 1 is a discussion between you, your stewards and your supervisor
  - Step 2 is a written grievance sent to the company, and the company must respond in writing.
  - Step 3 is a meeting with you, your steward and the union representative, and the company.
  - Step 4 is arbitration, where a neutral third party judge has the power to decide who is right and what the company should do.
- You must file your written grievance within 10 days (except for terminations, within 3 days.)
- If you sign a “discipline letter”, it does not mean that you agree, but simply that you have been given a copy (you should keep the copy for your records).
- Written or verbal warnings are taken out of your file after 18 months.

**Article 19, 24, and “Ad Hoc sideletter”: What are my rights if I have problems with my workload?**

- The company shall not impose an unreasonable workload upon any janitor. If there is a significant increase in your workload, there should be an appropriate increase in your hours.
- You may request a written description of your work assignment, & walkthrough with a union steward.
- If the company is changing the workload of the majority of the workers in a building, the company must give 30 days notice (with copies of the new runs) , and meet to discuss the proposed changes with the union and the workers.
- The company shall supply safe equipment, training, and where possible, use green chemicals. If there are violations of this, it can be sent to a committee made up of the union and the company.

**Article 20: When can I take a leave of absence or sick day?**

- Sick days: Full timers get 1 paid sick day after 1 year of service, 2 paid sick days after 3 years, and 3 paid sick days after 5 years. (in 2017 they get one more sick day). Sick days begin on January 1st, and don’t roll over to the next year. Part timers get one less sick day than full timers.
- Disability pay: for your own longer term sickness, you get paid 66% of your regular weekly pay, for up to 12 weeks (and 6 weeks for the birth of a healthy baby). You must have a doctors’ note and have worked 12 months full time to qualify.
- Family Medical Leave: for your sickness or the sickness of a close family member, you can take off up to 12 weeks, unpaid. You must have a doctors’ note and have worked 1 year Full time to qualify.
- Bereavement leave: full time janitors get 5 paid days for the death of mother father, spouse or child, and 4 days for brother, sister, mother and father in law, and 3 days for grandparents or grandchildren. If the funeral is outside the US, you may take an additional 2 weeks unpaid.
- Personal leave up to 12 weeks (unpaid) for personal business will not be unreasonably denied
- We also have the right to Union leave to do union business, jury duty pay, & military leave.

**Questions? Call our member hotline at 1-855-265-6225**

Or to contact our union, speak to your steward at your building, find us facebook, twitter or [www.seiu26.org](http://www.seiu26.org), or come to our union hall at 1620 Central Ave NE,#177 Mpls