



NEW DAY AT UPS

NEWS FOR UPS WORKERS, BY UPS WORKERS!

CONTRACT LANGUAGE: A RED HERRING By: Frank Loader

IBT officials have been talking nonstop about the importance of "strong language". We also want a contract that is clear and unambiguous. However, we have said before that the contract means little, what matters is who has the power to enforce it. And on that front, the IBT continues to work against the UPS workers. In fact, in Local 170's contract proposal meeting, the business agent Eli Gillen rejected out of hand a proposal to remove the no-strike clause! He rationalizes it by saying UPS would take them to court and likely win. That is the logic of the Teamsters: give UPS what it wants before they even have to ask. (We should add, we agree that the legal system should not be trusted to ever rule in labor's favor. But then why are police, the front line of the legal system, allowed in the union? Why spend so much money on politicians who appoint pro-UPS judges?)

An excellent case of strong language meaning nothing without force behind it is the events of 2020 surrounding COVID-19's rapid spread in the US. Once it was clear many were going to die, and UPS' volume exploded, the IBT had to figure out a way to go around the contract. If they had simply enforced the contract, we could have struck, walked out, or otherwise fought for safe working conditions or better pay. Article 27 of the 2018-2023 National Master says:

In the event of war, declaration of emergency, imposition of mandatory economic controls, the adoption of a National Health Program or any Congressional or Federal Agency action which has a significantly adverse effect on the financial structure of the Employer, during the life of this Agreement, either party may reopen the same upon sixty

(60) days' written notice and request renegotiation of the provisions of this Agreement directly affected by such action. There shall be no limitation of time for such written notice. Upon the failure of the parties to agree in such negotiations, within sixty (60) days thereafter, either party shall be permitted all lawful economic recourse to support its request for revisions.

Instead of enforcing this clause, the IBT concocted their "Memoranda of Understanding". This resulted in many of us making half what nonessential workers got from unemployment, and we were the ones working through horrendous conditions, not just disease but insane volume that resulted in constant hospitalizations in some buildings. (One full-time manager, who no longer works in WORMA, stated in a safety committee meeting that he had called more ambulances for workers in the few months of COVID volume than he had in the previous two decades combined.)

Strong and clear language exists in some parts of the contract already, but when unambiguous language might benefit UPS workers, it is simply ignored. For instance, in New England's supplemental agreement, Article 67 section 3 reads:

Any employee working in a higher pay classification for any part of the day shall receive the higher rate of pay for the entire day.



Note that there is no exception and no room for interpretation. The different wages for job classifications are laid out in section 6 of the same article, with all of them around 36 dollars an hour. Yet there are still full-timers doing all sorts of work for less than new hire wages!

The reality is, IBT officials only mention contract language so they can use it as a scapegoat for their own uselessness. Even when the contract is crystal clear, the IBT officials refuse to enforce it unless it helps UPS in some way. What is even the point of a contract if UPS breaks it at will, the IBT picks and chooses what to enforce according to UPS' needs, and the only party that never approved it (UPS workers) is the only party expected to abide by it?



From a truck inside the Warwick Hub

What is the point of paying these bureaucrat hacks if they can't even keep our pay at market rate? Full timers in progression are paid less than new hires, part timers, and even their non union counterparts at FedEx and Amazon. The market adjusted rate is the only thing keeping the part timers above their non union counterparts, and even that varies greatly by building. That fact alone, putting aside everything else that the IBT has done, the single fact that hourlies are paying hundreds of dollars in initiation fees and monthly dues to make less than their non union counterparts indicts the entire IBT officialdom.

We want to see everyone who has looted the UPS workers cast out onto the streets. They have had half a century of opportunities to rectify, and every time they have sided with UPS. So we want to see them stripped of all benefits and unceremoniously kicked to the curb. We say any economic action this year, including a strike, needs to include this as a demand. The union is in crisis. Nothing less than a top-to-bottom purge of all officers who make their living by selling out the workers is enough to save it. Otherwise, these people will get right back to work destroying the union, and quickly bring us back to square one.

Introducing: Heard Around The Hub!

UPS Workers can submit photos or blurbs about what's going on in their Hub to the email below. See them get published in future New Day editions!

**IBT BEGINS NEGOTIATIONS WITH UPS
THIS MONTH!**

**SUBMIT YOUR CONTRACT DEMANDS TO
THE EMAIL BELOW!**



"New Day" is a newsletter created by UPS workers who are committed to organizing our coworkers. We recognize the need for an independent voice that will speak on our issues and interests as workers. Our strength comes from our unity as workers (PT and FT; loaders and unloaders; sorters and drivers). We write these articles to unite our coworkers against our enemies: the UPS national corporation and its owners, building level management, top Teamsters leaders, and absentee stewards.

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