

# Tentative Agreement Strengthens Protections Against Harassment, Excessive Overtime



**“The new procedure making it easier to get on or off the overtime list is excellent. Those who want to work overtime will have that chance, and those who don't want to work overtime won't have to. The two five-month periods for getting on the list through the union are also good. A driver can choose to be on the list and work overtime, then get off the list. It gives us more flexibility.”**

**—ANTHONY LEWIS, Local 638, Minneapolis, 20-year package car driver**

Article 37, Section 1 (a): Harassment is an issue that encompasses many forms. Supervisors use telematics; poor staffing levels; retaliation for filing grievances, accident reports and on-the-job injury reports; retaliation for eight-hour requests and invoking rights pertaining to 9.5 language; OJS rides and various other tactics. It is the company's responsibility to hire and maintain a sufficient work force to service its customers without unreasonably burdening its employees. Management has consistently failed to fulfil its obligation, instead shifting the responsibility for ensuring service commitments are met to its already highly productive employees.

The tentative National UPS Agreement increases protections for UPS Teamsters against harassment and excessive, forced overtime.

Under Article 37, Section 1 (a), there is stronger grievance enforcement for harassment with a sitting arbitrator and monetary penalties of up to three (3) times the employee's daily guarantee. The sitting arbitrator will prevent UPS from delaying a deadlocked grievance while going through regular arbitration, eliminating a very lengthy process.

**Actual language:** *“Grievances not resolved by the Local or Area grievance procedure shall be forwarded to the National Article 37 Grievance Committee. Such Committee shall be comprised of an equal number of Union and Employer representatives and a sitting arbitrator who shall decide the merits and penalty of each case in the event of a deadlock by the Committee. Cases will be presented and decided in accordance with Article 8 and the National Grievance Committee Rules of Procedure... The Article 37 Committee shall be empowered to provide a monetary penalty for each proven violation of this Section up to a maximum penalty of three (3) times the employee's daily guarantee depending on the severity of the offense.”*

- Monetary penalty was the number one-member proposal on this issue. The arbitrator makes that penalty achievable.

- Any manager deemed by the Committee to have committed two or more violations within a two-year period shall be required to appear in person before the committee for any subsequent grievances. Failure to appear, absent a legitimate excuse, shall result in a negative inference. That means the committee must assume that the manager's testimony, or evidence the manager would produce, would not support the company's claim that no violation occurred. It has the effect of requiring the committee to accept the grievant's account as true.

## Excessive, Forced Overtime

- Article 37, Section 1 (c): New procedure makes it easier to get on or off the overtime (9.5) list. The union will control the process.
- Two five (5) month periods for getting on the list through the union, in addition to getting on or off the list at any time (except during the November 15-January 15 peak period) in between with one week's notice to UPS.
- In buildings that utilize 22.4 combination drivers, all regular package car drivers will be eligible for 9.5 protection regardless of seniority or route assignment.
- The language on repeated violations is stronger in the tentative agreement; the current “three violations in five months” has been changed to four times in a calendar year, and that will now trigger a review by higher-level representatives of the union and company than the current process.

**Actual language:** *“The Union shall circulate and collect the names of package drivers who wish to be covered by the provisions of this Section twice each year. These lists shall be provided to the Company by January 5 and June 5 of each year... The “opt-in” lists provided by the Union shall become effective on January 15th and June 15th. A driver may add or delete his/her name from the list at any time, with one week's notice to the Employer.”*

**To view the entire proposed national agreement, go to: [ibt.io/agreement](http://ibt.io/agreement)**

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