

Work Voice Pay

DRAFT NEW TECHNOLOGY AGREEMENT



National Organising & Leverage
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Work Voice Pay

Work, Voice, Pay is the cornerstone of our Union's industrial strategy. At Unite we know that it is only by delivering at the workplace that we remain relevant to working people. It is our success or failure at the bargaining table that we are ultimately judged on.

I am delighted that our research consistently proves that Unite negotiations secure better pay deals for working people. But we are determined to help further improve delivery for our members at the workplace. At its core this pledge focuses on what our Union does best:

- Securing good jobs and decent work
- Making sure workers have a strong and effective voice
- Getting decent pay and conditions

As part of this programme, Unite is producing a range of Work, Voice, Pay templates and guides to assist you, our shop stewards and representatives, in your critical work on behalf of our members. I hope that this Draft New Technology Agreement will help you in your future negotiations with your employer.



Len McCluskey

1. The Scope of the Agreement

1.1 OBJECTIVES

The Employer and Unite the Union (henceforth “the Union”) recognise that the introduction of new technology can present specific challenges as well as opportunities for management, individual workers and the Union.

Both the challenges and the opportunities presented by new technology require good, coordinated industrial relations across the organisation in order to be managed in the best way for all parties concerned.

To this end, the Employer and the Union agree that the introduction of new technology should not be made unilaterally but by mutual agreement, based on a comprehensive review of relevant information and monitored by Union Shop Stewards/Representatives with the time and resources to engage in issues arising from it.

1.2 SCOPE

The Agreement covers all employees up to and including **(INSERT)** level and the Employer recognises the Union as the sole union entitled to represent the interests of the employees and negotiate on their behalf.

In this agreement, the Employer and the Union set out their commitment to address any issues arising from any potential introduction of New Technology through cooperation, consultation and mutual agreement.

It provides a framework and a set of principles to apply across the organisation to address the issues that arise from any proposals to introduce New Technology.

New Technology in this agreement is defined as any innovation that affects the jobs of workers in the bargaining group(s) including new techniques, machines, controls, materials, processes and/or work organisation systems.

Such affects may include but are not limited to:

- The overall number of jobs or workers employed;
- Pay and conditions;
- Working time;
- Job descriptions;
- Duties assigned to job roles;
- Training/skills/re-skilling;
- Apprenticeships;
- Retirement policy;
- Monitoring and surveillance;
- Performance management;
- Personal use of communication technology in the workplace;
- Health and safety implications; and
- Equal opportunities.

2. Principles for Potential Introduction of New Technology

The Employer agrees to work actively to use New Technology for the benefit of all within the organisation, including its workers whether directly or indirectly employed.

To this end the Employer and the Union agree to apply the following principles;

- The introduction and control of New Technology on the shop floor will only be made with agreement of the Employer and the Union on behalf of its affected members.
- The Employer will reinvest cost savings from any introduction of New Technology into areas that promote and provide more and better jobs within the organisation.
- New skills or responsibilities will be recognised through negotiated pay increases.

To this end it is agreed that New Technology will only be introduced if:

- The overall number of jobs are protected.
- It does not benefit one group of workers at the expense of another.
- Workers are ensured proper training.
- Workers are compensated for new skills.
- It doesn't include monitoring and/or surveillance functions without agreement.
- There are clear and fair rules on any personal use.
- There are no negative health and safety issues.
- It will be introduced in a fair and equal manner.

It is further agreed that wherever relevant New Technology will be used to:

- Reduce working time, not pay; and
- Create new jobs.

These principles will underpin any negotiations and will be applied as follows:

2.1 PROTECTING JOBS

NOTE: WHEREVER RELEVANT PRINCIPLES MUST ADHERE TO EXISTING AGREEMENTS

The Employer agrees that where it proposes to introduce New Technology within the workplace, it will not be at the cost of the overall number of positions covered by the bargaining group.

- It is also agreed that no worker whether directly or indirectly employed, shall be laid off or demoted as a consequence of the introduction of New Technology.

2.2 NOT ADVANCING ONE GROUP OF WORKERS AGAINST ANOTHER

NOTE: WHEREVER RELEVANT PRINCIPLES MUST ADHERE TO EXISTING AGREEMENTS

The Employer and the Union agree that the success of this New Technology Agreement is dependent upon the active co-operation of its workforce.

The Employer will only introduce New Technology in a way that will be to the benefit of all workers affected.

Specifically, the Employer will not introduce New Technology anywhere in the organisation that will have a negative impact on any group of workers. Such an impact could include but is not limited to their employment prospects, job content and/or pay. There will be no exceptions to this rule even if the New Technology has an equal or greater positive impact on another group of workers.

2.3 ENSURING PROPER TRAINING

NOTE: WHEREVER RELEVANT PRINCIPLES MUST ADHERE TO EXISTING AGREEMENTS

The Employer agrees that training programme(s) agreed with the Union, will be provided for those sections of the workforce whose job roles are directly affected by the change brought by New Technology.

2.3(1) FOR RE-TRAINING AND SKILLS TRAINING

NOTE: WHEREVER RELEVANT PRINCIPLES MUST ADHERE TO EXISTING AGREEMENTS

In relation to training the Employer also agrees that;

- All re-training and skills training programmes will be flexible in meeting the needs of all of its workers.
- Any new position(s) or role(s) arising from the introduction of New Technology will first be made available to those workers directly affected by the change.

- Any worker upon return from parental leave, long term sick leave or extended leave will be entitled to all training required for the New Technology associated with their role in the workplace that may have arisen during the leave period.

2.3(2) FOR APPRENTICES

**NOTE: WHEREVER RELEVANT PRINCIPLES MUST ADHERE TO EXISTING AGREEMENTS
SEE ALSO UNITE'S WORK, VOICE PAY APPRENTICESHIP TEMPLATE**

In relation to apprenticeship training the Employer agrees that;

- All apprenticeship training, no matter the level or training location, shall incorporate the most practical up to date New Technology training and methodologies appropriate to the industry and the qualification level.
- The Employer also recognises 'on the job' and 'off the job' training as vital components of an apprentice's training. In agreement with the Union, the Employer will ensure that as part of the Apprenticeship Programme apprentices are trained on the latest New Technology on site along with skilled members of staff using work plans that are pre-agreed by the Union and the Employer.

2.4 COMPENSATION FOR NEW SKILLS

NOTE: WHEREVER RELEVANT PRINCIPLES MUST ADHERE TO EXISTING AGREEMENTS

The Employer agrees with the Union that new skills and responsibilities must be reflected in workers' pay. To this end it is agreed that;

- All workers will be paid at the going rate for the job for any time they commit to training as a result of New Technology.
- Where new skills and/or responsibilities are increased in order to work with New Technology, these will be reflected in advancement for the affected worker(s) in the pay scales agreed by the Employer and the Union.

2.5 FAIR USE OF MONITORING AND SURVEILLANCE

NOTE: WHEREVER RELEVANT PRINCIPLES MUST ADHERE TO EXISTING AGREEMENTS

The Employer and the Union agree that no monitoring or surveillance functions will be introduced into the workplace without the agreement of the Union. Any proposed New Technology must, as a minimum, comply with the following principles:

- Workers should receive clear advice on any monitoring or surveillance functions of the New Technology.
- The legitimate uses for any worker related data gathered by the New Technology must be clearly stated and not be used for any other purpose.
- There will be no monitoring or surveillance of toilets or changing areas/facilities used by workers.
- Any communications with Union representatives must be kept free from any monitoring or surveillance by the Employer.
- Any data relating to individual workers should be disclosed by the Employer without cost if the worker makes a subject access request.

2.6 CLEAR AND FAIR RULES ON PERSONAL USE

NOTE: WHEREVER RELEVANT PRINCIPLES MUST ADHERE TO EXISTING AGREEMENTS

The Employer and the Union agree that there must be clear and fair rules on any potential personal use of New Technology introduced into the workplace. Any proposed New Technology must, as a minimum, comply with the following principles:

- Any restrictions on material or data that can be viewed, copied or printed must be reasonable and sufficiently clear for workers to know what is and is not allowed.
- The circumstances in which workers may or may not use the New Technology (including any communication capabilities) for private use and any possibilities and limits on disclosure of personal information must be set out clearly.

- There must be clear rules regarding any use of New Technology from home.
- Measures should be put in place to ensure that any 'out of hours' work from mobile technology devices (such as mobile phones) is recognised as working time and health and safety issues relating to 'out of hours' working are addressed.

2.7 PREVENTING NEGATIVE HEALTH AND SAFETY ISSUES

NOTE: WHEREVER RELEVANT PRINCIPLES MUST ADHERE TO EXISTING AGREEMENTS

It is agreed that the introduction of any New Technology must comply with all relevant procedures to deal with health and safety issues agreed by the Employer and the Union, as well as all applicable Occupational Health and Safety legislation.

The Employer agrees to inform the Union of any potential impacts on the health and safety of workers that could arise from New Technology and will do so as quickly as possible and in a spirit of openness.

The Union and the Employer agree that the cooperation and coordination of Union representatives is essential to ensure that protections for the health and safety of workers are as effective as possible in relation to New Technology.

To this end, New Technology Risk Assessments will be undertaken with the full involvement of all relevant Union representatives, before the agreed introduction of any New Technology in the workplace.

New Technology Risk Assessments will specifically include:

- Any potential impacts on the mental health of workers.
- Any potential impacts relating to workers with physical disabilities.
- Any potential toxicity or side effects from chemical or biological materials that may be used as part of New Technology.

Furthermore, all Union Health and Safety representatives and NTRs (New Technology Reps) will be provided with adequate facility time to attend Union or Union approved health and safety courses relating to New Technology.

2.8 ENSURING FAIRNESS AND EQUALITY

NOTE: WHEREVER RELEVANT PRINCIPLES MUST ADHERE TO EXISTING AGREEMENTS

It is agreed that the Employer will ensure that New Technology does not discriminate in any area of employment and accepts its responsibilities to comply with the Equality Act 2010 and all other relevant legislation. It is recognised that specific issues including new ways of working and working time, job design, job evaluation, access to training, retraining and progression, can all have equality implications.

Accordingly, it is agreed that any New Technology must be introduced in a fair and equal manner and in accordance with the law, and that action will be taken to promote equality and to prevent and eliminate discrimination on grounds of sex, marital status, pregnancy, race, colour, nationality, disability, sexual orientation, age, gender identity, religion or belief, and that equality impact assessments and monitoring will be carried out. In the light of this commitment, the Employer also recognises and supports the role of union equality representatives, union equality courses, and a joint equality committee.

And wherever relevant the following principles must also apply:

2.9 REDUCING WORKING TIME, NOT PAY

NOTE: WHEREVER RELEVANT PRINCIPLES MUST ADHERE TO EXISTING AGREEMENTS

It is agreed that, where New Technology offers the possibility to reduce the overall number of individual working hours required from a group of workers, the Employer and the Union will prioritise the reduction of the number of hours to be worked by employees without any loss of pay.

2.10 CREATING NEW JOBS

NOTE: WHEREVER RELEVANT PRINCIPLES MUST ADHERE TO EXISTING AGREEMENTS

The Employer and the Union agree that any savings for the Employer generated by New Technology should be reinvested into areas that provide more and better jobs within the organisation.

In these circumstances the Employer and the Union will engage with each other in an open and creative way to generate ideas for new products and/or areas of work for investment.

Unless otherwise agreed by the Employer and the Union, any new work generated by or paid for through costs savings from New Technology should stay within the bargaining group it originated from.

3. New Technology Bargaining Apparatus

This section of the agreement sets out the apparatus for dealing with New Technology issues that arise between the Employer, and the Union.

There are 4 principal institutions, including and subordinate to, existing negotiating committees.

- **The existing Negotiating Committee(s)** (henceforth “the Negotiating Committee”), responsible for consultation and negotiation on New Technology issues.
- **A New Technology Sub-Committee** (henceforth “the New Technology Sub-Committee”) formed from designated Shop Stewards as decided by the Union and responsible for information regarding New Technology issues.

- **New Technology Representatives** (henceforth “NTRs”), will be designated by the Union and subject to ratification by the relevant Negotiating Committee. NTRs will be entitled to facility time and will be members of the New Technology Sub-Committee and specialise in workers’ issues relating to New Technology.

NOTE: NTRs OFFER AN OPPORTUNITY FOR MORE STEWARDS AND FACILITY TIME

- **A New Technology Fund**, set up by the Employer with the agreement of the Union for the purpose of funding and disseminating the work of the New Technology Sub-Committee and the NTRs.

3.1 NEW TECHNOLOGY SUB-COMMITTEE

The New Technology Sub-Committee will proactively engage on matters relating to New Technology in the workplace and carry out relevant functions, prior to any consultation and negotiations between the Negotiating Committee and the Employer. It will draw upon expert assistance as it sees fit and will disseminate relevant information to the workforce.

It is agreed that the constitution and membership of the New Technology Sub-Committee is solely a matter for the Union.

3.1(1) ACCESS TO INFORMATION

In order to both proactively engage on relevant issues and prepare an informed Response on any proposals the Employer puts forward relating to New Technology, the New Technology Sub-Committee will be entitled to information and the time and resources to assess that information.

3.1(2) TIMING

The Employer will ensure that both the New Technology Sub-Committee and Negotiating Committee are informed of any potential New Technology proposals.

The New Technology Sub-Committee will be provided with agreed time to examine and assess information provided to them, to draw on external expertise and present their findings to the Negotiating Committee and any other relevant committee. Prior to any formal consultation and negotiation, the Negotiating Committee will be given adequate time and resources to make informed decisions and consult widely with the workforce.

3.1(3) CONTENT OF INFORMATION

The Employer will provide the New Technology Sub-Committee with all the information which is relevant to decision making on, planning of, or the implementation of the proposed New Technology prior to consultation and negotiation. All such information provided by the Employer will be in a usable and comprehensible form.

Specifically the New Technology Sub-Committee and Negotiating Committee will be informed of the business case for any proposal, which will include:

- A description of the New Technology;
- The costs relating to the New Technology;
- Any projected savings to be generated by the New Technology, and
- The expected impact on the workforce.

In addition the New Technology Sub-Committee and Negotiating Committee will be provided with the Employer's proposals for implementing the New Technology, including:

- The proposed implementation timeline;
- The scope of implementation;
- Which existing posts are likely to be impacted and how;
- Any new posts to be generated;
- An assessment of the health and safety implications;
- The training/re-skilling requirements for users;
- Any changes to reporting structures;
- The communication plan; and
- Monitoring mechanisms.

3.1(4) EXPERTS

The Employer agrees that Union representatives may share relevant information with external union nominees. Such union nominees may be required by the Employer to agree to protect the confidentiality of any commercial or technical secrets before disclosure.

Specifically, the Negotiating Committee will have access to independent experts to help it examine and assess information provided by the Employer. All reasonable costs for such experts will be met by the New Technology Fund.

3.1(5) PREPARATION OF UNION'S RESPONSE

It is agreed that when the New Technology Sub-Committee and the Negotiating Committee have examined and assessed the relevant information on any Employer proposal, they will prepare a Response on it.

In this Response the New Technology Sub-Committee and the Negotiating Committee will examine the extent to which the proposals could impact on workers and the way in which the Principles set out in Part 2 of this agreement have been met.

The Response will normally fall under one of the following categories:

- Accept as presented:
 - The Negotiating Committee believes that the Employer's proposal will not have a significant impact on workers and can go ahead.
 - NTRs will continue to monitor the introduction of the New Technology.
 - Any changes to the approved proposal(s) must be agreed by the Negotiating Committee before they are actioned.
- Statement required:
 - The Negotiating Committee believes that the Employer's proposal may not have a significant impact on workers but requires more clarity and needs monitoring.

- The Negotiating Committee approves the proposal on the basis of a written statement from the Employer outlining agreed parameters for the introduction of the New Technology.
 - The Employer must keep the Negotiating Committee informed of developments and agree a timetable to report back to the Negotiating Committee on its progress.
 - NTRs will monitor the introduction of the New Technology in line with the agreed position.
 - Any changes to the approved proposals must be agreed by the Negotiating Committee before they are actioned.

- Negotiation required:
 - The Negotiating Committee believes that the Employer's proposal will have a significant impact on workers.
 - The Negotiating Committee has counter proposals and/ or additional measures that it wants to include in a formal agreement.

- Outright rejection:
 - The Negotiating Committee decides that the Employers' proposal is totally unacceptable as presented and asks the Employer to stop or totally re-think its proposal.

Once finalised, the Committee's Responses will be disseminated across the workforce.

3.1(6) NEGOTIATION

If the Negotiating Committee Response is that there needs to be a formal negotiation, it is agreed that negotiation will take place between the Union and the Employer with the objective of signing a written agreement based on the Principles set out in Part 2 of this agreement.

3.1(7) DISPUTE

Where a dispute pertaining to this agreement arises, the existing agreed disputes procedure will be adhered to.

3.2 NEW TECHNOLOGY REPRESENTATIVES

Each New Technology Representative (NTR) must be designated by the Negotiating Committee from amongst new or existing Shop Stewards. NTRs duties shall include the following:

- investigate issues arising from the introduction of New Technology in the workplace;
- investigate complaints by the workers he/she represents concerning the introduction of New Technology at the workplace;
- make representations to the Employer on the above; disseminate relevant information on New Technology to workers;
- make representations to the Employer on general matters relating to the impact of New Technology in the workplace;
- carry out inspections of New Technology being introduced in the workplace;
- receive information from management relating to matters subject to information, consultation or negotiation;
- travel to and attend the New Technology Sub-Committee, the Negotiating Committee and other internal and external Union meetings (including Combine Committees) as appropriate.

The Union agrees to inform the Employer of the names of all designated NTRs in writing within 5 working days of their designation or election and to inform the Employer in a similar manner of any subsequent changes.

The Employer agrees to permit NTRs to take reasonable time off with no loss of earnings during their working hours for the purpose of enabling them to carry out their duties.

3.3 NEW TECHNOLOGY FUND

The Employer in agreement with the Union will set up a New Technology Fund for the purpose of funding expenses arising from the work of the New Technology Sub-Committee and the NTRs.

These may include – but are not limited to - training, dissemination of information, travel costs and expert fees. The fund will not be used to cover the facility time of NTRs, nor the facility time or agreed resources of Shop Stewards/representatives.

The fund will be financed annually with a sum of £XXX. This may then be added to by allocating an agreed proportion of any savings for the Employer to be made through the introduction of any agreed New Technology.

All funding will be agreed by the Employer and the Negotiating Committee as part of New Technology consultations and/or negotiations.

NOTE: NO SAVINGS CAN BE MADE AT THE COST OF JOBS – THIS WOULD VIOLATE THE PRINCIPLES IN SECTION 2

The Employer and the Union agree that in any case the fund must always have sufficient assets for the New Technology Sub-Committee and the NTRs to carry out all their functions and duties effectively.