

INFORMATION REQUEST RE: TECHNOLOGY AND ARTIFICIAL INTELLIGENCE

Dear Employer:

The Union is concerned about the issue of whether potential technological changes will have an effect upon our bargaining unit. You have claimed that there is no effect and that it is not a mandatory subject of bargaining. We disagree.

We have seen in this industry many substantial changes over the years. Technology, as broadly defined as all forms of automation, technological change, robotics, artificial intelligence, virtual reality and so on, will impact the workplace. Much of this technology is premised upon the fact that it will involve labor saving devices, which will save on wage costs. This will result in a loss of work. Because technology will impact the way work is done and by whom, it is a mandatory subject of bargaining. Because technology will have an impact upon discipline, working conditions, wages, working hours, and other factors that affect work, it is a mandatory subject of bargaining. Accordingly, we request that you:

1. Provide the Union with a copy of all written plans that concern, mention or relate to technology, as defined and described above. We need this information to evaluate the company's plans to implement any such technology.
2. Provide us a copy of all company business plans that have been in existence for the last ten years.
3. Provide information regarding the manufacturer, distributor and/or company that maintains, edits and provides updates, and frequency of updates for any software used by the employer, or any of its contractors, for any purpose for the last ten years.
4. Provide information regarding the manufacturer, distributor and/or company that maintains, edits and provides updates, and frequency of updates for any software used by the employer, or any of its contractors to manage human relations or work for the last ten years. The Union needs the software in order to evaluate how such software affects the workplace and how they will be implemented in the future.
5. Advise the Union if the company is negotiating with any manufacturer, distributor, and/or supplier of any form of technology. If so, provide us with the name of the entity(ies) with whom the company is negotiating or considering implementing any technology.
6. To the extent that the company has implemented any form of technology in any setting throughout the company for the last ten years, please describe that technology, provide the location where it has been implemented, provide any information regarding the manufacturer, distributor and/or company that maintains, edits and provides updates, and frequency of updates for any software used by the employer, or any of its contractors, and provide all documents that describe, mention or concern that technology, and provide any business plans that discuss the implementation of such technology.

7. To the extent that the employer has any staff members or others who are considering or evaluating technology use for the company, please provide their names and job titles. Please let us know whether we can arrange to meet with them to discuss these issues as part of the bargaining process. Perhaps we should set up a subcommittee using your experts or staff members, as well as Union staff members, to discuss these issues at a separate table.

The Union recognizes that some of this material may affect other bargaining units. However, because we believe that technology may be implemented in the bargaining unit represented by the Union, we think it is relevant to bargaining and that the employer has a duty to furnish this information.

If the employer, however, is willing to commit that it will never implement technology in the bargaining unit, we would understand that there may be no obligation to bargain over this issue. If the employer is willing to agree in writing that it will not implement any technology under any circumstances, we might also agree that the information is not needed.

If the employer is willing to commit in writing that it agrees during the life of the contract and during any negotiating period not to implement any new technology under any circumstances, we might also agree that it is subject over which we will not need to bargain. The employer will furthermore have to agree that the contract coverage doctrine does not apply so that there is no waiver of the Union's right to insist that the technology not be implemented.

We recognize that these requests may invoke some confidentiality concerns on the part of the employer. We stand ready to bargain over any confidentiality agreement if the employer makes such a request and identifies with specificity the information that is confidential.

The issues of technology, again described broadly, are of serious concern to this Union. We have seen many reports in the press and in trade journals about how the industry will dramatically change. This will affect our bargaining unit, and we want to get moving on negotiations over these issues.