

INFORMATION REQUEST RE: BROAD MANAGEMENT RIGHTS CLAUSE

Dear Employer:

You have proposed an extremely broad management rights clause or zipper clause. As we understand the clause, the effect would be to allow the employer to make changes in artificial intelligence during the life of the Agreement or after the Agreement has expired while the parties are negotiating a new agreement.

The Union is generally opposed to such management rights clauses because it gives the employer flexibility and the right to make changes that affect the wages, hours and working conditions of our members. Nonetheless, we recognize that there may be issues that the parties cannot resolve during negotiations or that they choose not to address or of which they are uncertain. We are prepared to agree to a management rights clause, but only after we have been able to bargain over those issues that may be faced by the parties during the life of the Agreement or after the Agreement has expired.

In order to determine the extent of any waiver or whether a waiver is even necessary, we intend to bargain over the possibility of the implementation of any form of artificial intelligence. 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, information technology, augmented 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. We think it is also clear that there will be an impact because of loss of work, and this will be a mandatory subject of bargaining. Because it will impact the way work is done, it is a mandatory subject of bargaining. Because technology will have an impact upon discipline and other factors that affect work, it is a mandatory subject of bargaining.

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 a copy of all computer software used by the employer for any purpose for the last ten years.
4. Provide a copy of all computer software that has been used 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 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 software that relates to that technology and provide all documents that describe, mention or concern that 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 as to the management rights clause. 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 will agree that the Union has not waived the right to bargain over any technology we might agree that this information is not necessary.

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 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 that 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. But because the employer has proposed the broad waiver clause, we believe all of this information is relevant. We are particularly concerned that the employer will assert the contract coverage doctrine as to any technology.

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.