



Model Workplace Change Contract Language

The purpose of this clause is to create a mechanism for ongoing discussion between Management and the Union of any and all technological changes and work re-organization initiatives that may arise during the period of the contract.

Definition: When used in this clause, the term “workplace change” shall be interpreted to include all changes in technology (such as computer hardware and software, materials, equipment, machinery, and tools) as well as any changes in work processes and/or work organization and any work restructuring program such as continuous improvement, six sigma, problem-solving teams, etc.

Advance Notice: Management shall provide the union with advance notice of any proposed workplace change at the point that Management begins to develop plans for the workplace change. Such notice shall be in writing and shall contain supporting information outlined below. Management shall provide updates of new or revised information as it becomes available. In case of emergency technological changes, Management shall give the maximum notice and information possible under the circumstances.

Information: Within the time periods referred to above, Management shall provide the union with the following information:

- (a) a full description of the change including its purpose and function, and how it would fit into existing operations and processes (including existing computer systems – both hardware and software);
- (b) the estimated cost of the workplace change including implementation costs and the costs of ongoing support along with a cost justification;
- (c) the proposed implementation timetable for the workplace change;
- (d) disclosure of any service or maintenance warranties or contracts provided or required by the vendor (if any);
- (e) the number and type of jobs (both inside and outside the bargaining unit) which would be changed, added, or eliminated by the change;
- (f) the anticipated impact on the skill requirements of the work force;
- (g) details of any training programs connected with the change (including duration, content, who will receive and who will perform the training);
- (h) an outline of other options which were considered by the Company before formulating its proposed changes; and
- (i) the expected impact of the change on job content, pace of work, safety and health, training needs, and contracting out.

Union representatives may request and shall receive reasonable access to Management personnel and others who are knowledgeable about any proposed workplace change (including outside consultants and vendor representatives) to review, discuss, and receive follow-up information concerning any workplace changes proposed by Management and their impacts on members of the bargaining unit.

In addition to the above, Management shall give the Union, as quickly as possible but no later than 4 months after the signing of this agreement, a complete briefing on currently employed technologies and on any existing plans for the purchase and implementation of new technologies or changes in technology. All meetings discussed in this section shall be on work time paid by the Company.

Resources: In order to stay current with the workplace changes that are taking place and in order to prepare itself for discussing workplace change with Management, union representatives on the Workplace Change Committee (see below), along with the members of the Union's Executive Board, will be provided with 5 days per year of training by a trainer of the Union's choice. All expenses for this training, including paid time off for all participants and costs for trainers, shall be paid by Management. (*note that training for stewards, other committee members and the general membership could be added in this section – the more training the better*)

Workplace Change Committee: A joint Workplace Change Committee shall be established. The Committee shall meet monthly and shall in addition have special meetings at the request of either party as workplace change issues arise or are identified. The Union and Management shall each appoint 4 members of this committee. The Union members of the Committee shall have the right to put items on the agenda. The Union members shall be given opportunity on Company time to meet prior to the committee meetings to prepare and shall be allowed to caucus during the meetings. The meetings shall be jointly chaired by the Union and Management and all costs of the meetings, including wages for Union members of the committee, shall be borne by management.

Protections: No members of the bargaining unit shall be laid off or lose wages and benefits as a result of workplace changes. Retraining shall be provided, at Management expense, for all bargaining unit members affected by workplace change. All workplace changes shall be evaluated for their impacts on the health and safety of employees and plans shall be developed to mitigate any negative impacts. No workplace change shall be implemented in a way that transfers work from bargaining unit to non-bargaining unit employees.

Nothing in this clause shall be interpreted to replace or diminish the union's statutory right to bargain over any changes that are mandatory subjects of bargaining and/or that impact mandatory subjects of bargaining including wages, hours or conditions of employment.

This fact sheet was prepared by the Labor Extension Program at the University of Massachusetts, Lowell, MA 01854. For more information, call Charley Richardson at 978-934-3266 or e-mail at Charles_Richardson@uml.edu..