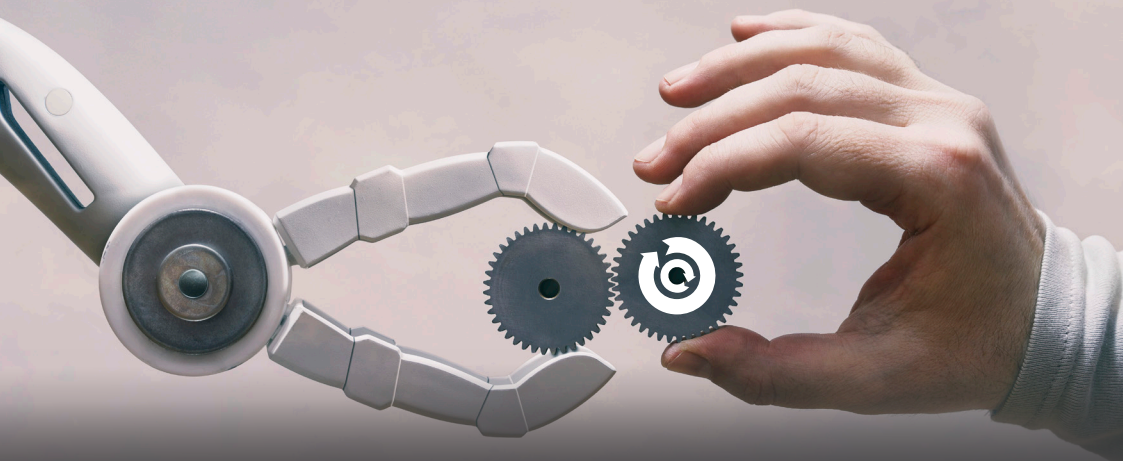


Technology agreements: A partnership approach to use of technology at work



Institute for the
Future of Work

community

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Why does technology matter?

Technology is changing the jobs we do and how we do them at an unprecedented rate¹. Yet trade unions are often not consulted or involved when technology is introduced, even when it significantly affects work, workers or workplaces².

Technology can make work better **today**. If technology is designed with workers in mind it can make work better and fairer, as well as put more money in our pockets. When workers are involved in designing new tools and procedures, these changes can work for everyone and make our workplaces better.

But if union representatives are not involved in key decisions about use of technology, good work can be eroded.³ This is damaging for you, your members, and communities.

To maximise opportunities and mitigate risks, you should be involved in meaningful, ongoing dialogue with your employer. This will help you to establish better standards of practice and build the case for higher levels of union involvement. You should develop express agreements about technology use whenever possible, especially when the basic terms and conditions of work may be affected. Negotiations and written agreements about technology use can help strengthen partnership working and build a better future of work.

In 2020, Community and the Fabian Society released a report called “**Sharing the Future**”, the product of two years of research and speaking to workers up and down the country, to understand how technology change will affect workers in the UK. This year, the TUC has also published a report and manifesto on ‘Work and the AI Revolution’⁴ focusing on the specific risks and opportunities of artificial intelligence.

1 80 % of workers we surveyed in 2019 said that the introduction of new technologies at their workplace had affected their roles over the last five years. In our survey, just 1 in 5 workers told us they had been able to meaningfully shape proposals

2 40% of Community members we asked in 2020 told us that they had not been consulted at all when new technologies were brought in at their workplace

3 Amazonian Era, IFOW (2021)

4 Dignity at Work and the AI Revolution, TUC, 2021



Developed with the **Institute for the Future of Work**, this guide builds on these reports and new research about the use of algorithmic systems that shape work⁵. It is intended to help you understand common issues and raise the right questions and action points at the right time. Our guide should also provide you with the tools to keep technology use and its impacts under review throughout its life cycle — and maintain the standards of practice that you have established.

5 Ibid



Partnership Working

Partnership working is our recommended approach to technology negotiations. Partnership working means employers and workers (including their reps, like you, through trade unions) work together in a collaborative manner to address joint challenges for mutual benefit. This is particularly important as technology use accelerates, as we need more urgently to deliver better outcomes for our members as our working world transforms.

Employers, governments, and trade unions have long recognised that partnership work is crucial to achieving the transition to new technologies in a fair way. The transformation of work is not a zero-sum game. Rather, by working together, we can help generate and reap the benefits, as well as reducing the risks facing employers and workers. As the Social Partners Framework Agreement on digitalisation explains, “a shared commitment by employers, workers and their representatives for an agreed and jointly managed process is important for success”. Governments, employers, and unions can help by providing and supporting the frameworks and structures which make it easy to work together and get to the best outcome.

At Community, we see technology agreements as part of our overarching commitments towards partnership working and creating good work across the country.

What is ‘technology’?

Technology does not just mean robots. Built and designed by humans, technology can cover anything from automating an administrative task or the introduction of a new machine into the factory, to using a computer to quickly digest the meaning of a document or make decisions about a customer. Technology includes digital technologies, artificial intelligence, the internet and internet of things and big data analysis. Most technologies at work are data-driven and part of large **algorithmic systems** (an algorithm is a set of structured rules or a process that a computer uses to solve a problem) which organise and manage work and workers. Research shows technology adoption has significantly increased through the pandemic in response to new demands.⁶ Examples could be:

- **Automated (or semi-automated) decision-making** to carry out traditional management functions such as scheduling or monitoring tasks, determining pay, or disciplining workers. This could include use of artificial intelligence or come as part of enterprise software.
- **People analytics** which offer new, predictive management functions such as predicting how a worker is likely to perform. This may include use of machine learning.
- **Big data analysis** to identify and analyse patterns and learn how to make processes for service or production more ‘efficient’. This often uses artificial intelligence and may be carried out by your employer or an external third party or platform.
- **New forms of workplace monitoring** or surveillance aimed at achieving ‘full visibility’ from a remote location. This often combines different technologies or ‘data sources’, for example heat sensors, wearables and CCTV cameras.

Our definition of technology agreement and guide are focused on new technologies (or new applications) that have (or may have) a *significant* effect on work, workers, or workplaces⁷. This includes any technology that may affect access to work, or terms or conditions of work.⁸

6 A better Future for Work: The World after COVID 19, IFOW, (2020) and Sharing the Future: Workers and Technology in the 2020s, Changing Work Centre (2020)

7 Where technologies involve **fully** automated decision-making including profiling that results in legal or similarly significant effects on individuals there are existing protections under the UK GDPR regime, such as the Article 22 right to be protected from such decision-making and the need for a DPIA if that processing is likely to result in a high risk for individuals. Our view is that such protections do not go far enough. Community and the IFOW propose a broader understanding of technologies which can have a significant effect or significant impact on work/workers/the workplace and which may result in a high risk for workers. We think protections should be negotiated to protect workers whenever technology changes the nature of work done or its terms and conditions.

8 Whilst the focus of this guide is on the impact of technology, remember that harm can also arise from new uses of data in the employment context, even where no technology is involved.

Our toolkit

This guide will help you through the following steps:

- **Step 1: Identify technology** that may have a significant impact on your work, your colleagues, or in your workplaces. This step should always identify technology which may impact on members' terms and conditions of work. Knowing what the technology does, why it was introduced and how it works, will help you establish lines of responsibility and improve your prospects for meaningful consultation through its development and application.
- **Step 2: Assess the risks and impacts** that technology may have on work, workers, or workplaces. Speak to your members to understand how they'll be affected. Step 2 means pinpointing the individuals and communities who are likely to be affected. It also means undertaking a comprehensive evaluation of risks and harms that technology could have. Identify if the technology will result in any changes to members' "express" (written down) and "implied" terms and conditions of work¹ to reflect common industrial practice and engage provisions for collective bargaining.
- **Step 3: Dialogue and meaningful consultation.** Use tech forums to come to an agreement with your employer (find out more about what tech forums and why we recommend them later in the guide). Step 3 means being involved in key decisions throughout the life cycle of technology. You'll need to be involved in determining what the risks and harms are; how they are experienced and change over time; and identifying options and adjustments for improvement.
- **Step 4: Agree an action plan.** Finally, you'll need to steer the company to make the right choices and adjustments to address adverse impacts and maximise positive ones for work, workers and workplaces. Use this as a space to propose additional benefits that will support members now and in the future.

In conjunction with these three steps, you will want to set up **technology forums**, and appoint **technology reps**. We also recommend you negotiate a specific technology agreement with your employer which works a bit like a recognition agreement.

If you anticipate that new technology may lead to a redundancy situation, please also refer to [Community's redundancy guide](#).

Step 1: Identify the technology and purpose

Before you can negotiate for better practice and standards, you will need to understand what sort of technology is being introduced, and why, and roughly how it works. For this, you will need to be involved at the earliest practicable point in the design, procurement, and implementation process. This should also enable you to be part of an early testing process, and to establish lines of responsibility for the technology use.

Ideally, there would already be an agreement in place that would require your employer to tell you directly when they intend to introduce technology which may have significant effects on work, workers or workplace; and an established **forum** and union technology representative ready to ask more detailed questions.⁹

If this process is not yet in place, look out for signs of impact, make regular requests for updates at existing consultation forums and check Data Protection Policies and Privacy Notices.

Once you identify a proposal for the introduction of technology that may significantly impact work, workers and workplace, there is certain information that you are legally entitled to, such as information about the personal data that is being collected about you. You can also ask for additional information depending on the case ([click here](#) for details of the information you're entitled to).

At Community, we think a good place to start is to ask for a **full explanation** for the use of technology, including its purpose, intended outcome and how it works¹⁰. Ask your employer to identify who is responsible for the technology and where key decisions about the project will be made¹¹.

Your employer should be able to identify any external providers involved, such as the technology developer or any external body carrying out testing of the equipment. If a cost/benefit analysis has been carried out, then you should see that too.

It is likely that you will need to ask for further information or clarification to ensure full transparency, as it may not always be obvious what the steps in the process or who is responsible for decisions. Your employer will probably not know all the answers straight away and may have to ask further information from the technology developers and other agents involved.

9 Note that if the introduction of technology involves processing that is 'high risk' (according to the UK GDPR meaning of that term), then the organisation is obliged to conduct a DPIA and consult with workers and / or their representatives unless there is a good reason not to do so.

10 This recommendation reflects and builds on the work of the TUC Manifesto

11 Equality and AI in Hiring, IFOW 2020

You are likely to have to ask for information about some or all of these factors:

- the specific outcome intended
- an overall explanation of why, where, and how the system fits into the business
- the parties and people involved and their responsibilities
- how the model was trained if the technology involves artificial intelligence
- the data and data sources being used by the model
- which factors or ‘variables’ have been used to build the system and how they have been weighted or prioritised
- proposals for evaluation and adjustments if high risks or harms are discovered
- key decision-making points (i.e. the stages at which you and other reps could be consulted)
- what governance mechanisms are currently in place

Ready to complete step 1? Use this **checklist**:

- Do you know what change management is looking to make, how new tools will be used and what their purpose is? For example, if a new digital platform is used to schedule shifts, do you know how it will work and who is responsible for the rotas it will produce?
- Do you know, or have you asked, what worker data and data sources are being used to train or run the model?
- Do you know or have you asked which factors or ‘variables’ have been used to build the system and how they have been weighted or prioritised?
- Which parties and key human roles are involved in design, procurement, and maintenance?
- What governance is being proposed? Have you appointed a technology rep? Have you set up or requested a standing technology forum?

Step 2: Assess the impacts of the technology on work

Our guide highlights two areas of law which tend to be less well understood and most likely to affect us: requirements for information and consultation and data protection. Equality (and equality impact assessments in particular) play an important role throughout our guide too¹².

Ideally, a process for evaluation and adjustment of an algorithmic system when adverse impacts are identified should already be in place. This should involve union representatives from the outset and at key decision-making points. But in practice, many workplaces have not yet achieved this goal.

Don't forget there could be a wide range of potential effects on work, workers and workplaces. The Institute for the Future of Work has identified 6 significant changes to look out for. Most of these concern changes to the nature of work done, or its terms and conditions.

Some of these impacts on work are invisible or may only become apparent over time.

- Your work can be replaced and carried out by technology, for example automated scheduling of shifts replaces human management of shifts
- Your work can be supported or directed by technology, for example algorithmic systems may give instructions about how undertake a task
- Your work can be made more intense per hour by technology, for example automated targets about how many units per hour you must complete may be increased over time
- Your work can be carrying out work remotely, for example your activity may be overseen remotely
- Some aspects of work can be moved to someone else, for example using customer ratings to replace appraisal or evaluation by your employer
- New tasks or jobs may be created, for example work with new skills may be created such as data analytics, processing, or quality control

¹² These are discussed in detail in Mind the Gap, IFOW, 2020 and Dignity at Work and the AI Revolution, TUC, 2021

Ask your employer if you can see any impact assessment(s) which has already been undertaken by your employer (for example a data protection or health and safety assessment).

Whether or not an impact assessment has already been undertaken, point out to your employer that the technology adoption may have very wide impacts on work, workers and workplace, including members' basic terms and conditions. You may use **IFOW's good work charter** to help you think these through. Highlight that this a good opportunity to work together to improve job design, practice, and processes.

Remind your employer that **data protection impact assessments** ('DPIA') are generally required by law anyway if personal data is being processed at work with significant effects,¹³ and comprehensive **algorithmic impact assessments** ('AIA') are best practice. Point out that the Information Commissioner's Office have advised that DPIA consultation with union representatives should take place unless there is a good reason why not.¹⁴ Request that DPIAs and AIAs should always include a dedicated **equality impact assessment**, even though this is not expressly required by law outside the public sector¹⁵. This is a particularly important part of evaluating impacts because automation technologies tend to have different impacts on different groups.¹⁶

Finally, offer to help work up a more rigorous algorithmic impact assessment process moving forward. You should be able to participate in the design and implementation of this process — we suggest you proactively offer this. Remind your employer that a thorough and inclusive impact assessment will help them, as well as you, maximise positive and minimise negative outcomes for everyone.

Ready to complete step 2?

- Have you identified the people and groups who are likely to be affected? Do you understand likely impacts and risks? Does your employer understand likely impacts and risks?
- Is a DPIA, involving you, underway?
- Is a full algorithmic impact assessment, involving you, underway?
- Have you identified your key risks and areas of concern regarding the introduction of new technologies/changes to existing technologies within your organisation?
- Have you spoken to the members who will be affected?

¹³ See Data Protection Annexe

¹⁴ <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/data-protection-impact-assessments-dpias/when-do-we-need-to-do-a-dpia/>

¹⁵ EIAs are established best practice and can draw on the requirements for public sector EIAs: see AI and Hiring IFOW and TUC Manifesto. If your employer needs additional encouragement, point out that they may need to conduct EIAs to defend potential discrimination claims in any event (see AI Law Hub)

¹⁶ See Mind the Gap. Here we use 'different group' to mean sections of the workforce defined as possessing 'protected characteristics' under the Equality Act 2010

Step 3: Dialogue and meaningful consultation

Meaningful consultation means your involvement in key decisions throughout the life cycle of technology. It also means involving as many of our members as possible. You'll need to be given a full explanation about the intended technology use, outcome and how it works to enable your participation. You'll need to be involved in determining what the risks and harms are to work, workers or workplaces; how they are experienced and change over time by members; and identifying options and proportionate adjustments to the system.

In doing so, you will have to decide what is possible, and what is appropriate to ask for in the circumstances of the case. You may become an entry point to involve other key stakeholders in the consultation process. Use your tech forum and tech rep to help you identify the best course forward.

Remember you have to be consulted about factors affecting your work:

The **Information and Consultation of Employee Regulations** has been retained post Brexit and increased in remit in April 2020, when the requirements for 10% of employees to request ICE was reduced to 2%. ACAS and others propose a dedicated forum to discuss workplace matters. At Community, we agree but go further: there should be a dedicated technology forum to discuss technology use (see here). The ICE regulations do not require a works council or similar assembly of worker representatives which means that employers may choose to inform staff via team briefings, site meetings, intranet, or newsletters. Without a dedicated forum, important information may be harder to locate or act on.

The ACAS guide highlights additional legal rights to be informed and consulted where there may be:

- any possible redundancies
- probable development in the undertaking's activities and economic situation
- situation, structure and probable development of employment within the undertaking (including anticipatory measures envisaged where there is a threat to employment)
- any changes to your members' contracts or work organisation
- health and safety consultation
- a business transfer (TUPE)
- any changes to your pension arrangements
- the employer's policy on training for workers

At Community, we propose you negotiate for higher levels of knowledge and involvement in technology adoption over and above existing basic requirements to be informed about technology use or to discuss such use in broad terms. This will support your meaningful consultation throughout the implementation process.

Step 4: Agree an action plan

At step 4, you'll need to steer the company to actually make the right choices and adjustments to address adverse impacts and maximise the positive ones. Step 4 brings Step 1, 2 and 3 to life: you will not only understand immediate and wider impacts on work, workers and work places, or be meaningfully consulted about the best routes forward. You will collaborate with your employer and other stakeholders to act on the results. This may mean retraining an algorithmic system or adjusting the factors it considers are important. It may mean setting up an auditing process, training members on AI, triggering a wider diversity review, or introducing a new review role at work.

Remember that the action you agree should respond to the impacts you have identified and the results of the consultation process. Step 4 is a dynamic process and may involve testing or trying out different iterations to see which works best in your place of work.

We also recommend you raise and negotiate for new benefits and improvements which may be made more likely once the technology is introduced:

- higher wages — will your members be more productive or asked to improve their skills as a result of introducing a new tool at work? If so, should they be paid more?
- redistribution of working time — can your members change their hours or work more flexibly? Can flexworking policies be put in place now?
- new training and/or reskilling programmes — and can you get paid time off to do this training?
- improving organisational processes (such as admin and HR) — is it easier to log sickness or holidays now, saving you time?
- improving production planning — could you now get details further in advance, or is there less waste involved?
- trial of new digital protections, such as the right to disconnect. Should your employer agree not to contact you outside of working hours?
- boosted provisions to enable flexible working. Are there ways your employer can make it easier for everyone to work flexibly thanks to new technology?
- a ban on use of surveillance technologies for specified purposes. Are you particularly concerned about certain types of CCTV or digital monitoring?

- improved diversity monitoring and/or training. Can new technology spot signs of bias in recruitment or appraisals?
- Better data transparency rights than the legal minimum. ([see here for your rights around data](#))



Remember, when you're negotiating, your members already have legal rights. You should not negotiate for rights you already have as a matter of law.

Your member may also have rights set out in existing company policy. For example, you might already have a deal about working hours and how you shouldn't work additional hours if working remotely.

Examples of existing rights might include:

- recognition that technology impacts on workers need to be assessed in terms of the duties imposed by the Health and Safety at Work Act and Management of Health and Safety Regulations. This may need express recognition to ensure technology impacts are recognised distinctly. IFOW research shows that works is getting more intense — something to look out for with new technologies.
- prohibition on solely automated decision-making under Art 22 GDPR. This right is threatened the Innovation Task Force June 2021 which has recommended that it is abolished and the recent DCMS consultation 'Data: a new direction' which has consulted on removing Article 22. The ICO, in response has suggested that the right be extended to cover partly as well as wholly automated decision making rather than abolish it.
- agreement that technology should not be used to expand the use of insecure contracts. New evidence suggests this is becoming commonplace and employment law is not operating effectively to prevent fire and rehire or increased use of agency workers.

Creating a technology forum

At Community, we think that reps should be meaningfully consulted, and an agreement reached, every time a new technology is introduced, or its purpose has changed in a way which might impact work, workers or workplace in a significant way.

To help build an effective process, we propose appointing a union technology representative and setting up a standing technology forum. The dedicated technology forum should ideally be established in addition to any existing forum for consultation, such as a joint negotiating committee, which may have limited remits and life spans. Alternatively, you may wish to build on or repurpose an existing forum, such as a Learning Hub or working group a Works Council. This might depend on the size of your workplace, or the union structures you already have in place. If this is too ambitious at your place of work, speak to us for advice.

At Community, we think that having a dedicated person and forum for technology use at work will help build expertise and achieve the best results for both your members and the business. Creating a space and process for dialogue and agreement about the use of technology are important steps towards achieving effective TAs and will support the development of best practice for the future.

If your employer questions the need for an additional process, you should highlight members' concerns that technology is increasingly used to change or control work, workers and workplace. You should point out that this is a specialist area and that collaboration results in better outcomes for both employers and employees. Explain that having experienced representatives and a clear process will save costs, increase buy-in from staff and help resolve any issues quickly, amicably and with minimum disruption. You should highlight the need for communication through the entire technology lifecycle, not just when problems arise, and the benefit of non-technical assessments. Demonstrating legal compliance and setting industry standards are added advantages.

Existing obligations

In building a dedicated forum, you will be building on existing obligations and procedures for negotiation and consultation. You will also develop expertise to maximise their use. These include:

- In the context of collective agreements and/or bargaining, matters concerning: the terms and conditions of employment; the engagement or termination of employment; the allocation of duties between workers; and matters of discipline (s 178 TULCRA).

- An employer's duty to disclose information to a recognised union for the purposes of all stages of collective bargaining on request of union representatives if relevant information is in the employer's possession; and it would be in accordance with good industrial relations practice to disclose that information (s181 TULCRA).
- Information the employer may or must have to provide independently under the Information and Consultation Regulations 2004/3426 for example:
 - recent and probable development of the undertaking's activities and economic situation.
 - the situation, structure and probably development of employment within the undertaking in particular but not limited to a threat to employment; and
 - information relating to decisions likely to lead to substantial changes in work organisation or in contractual relations; and
- Specific obligations in relation to consultation relating to collective redundancies (Part IV, Chapter II TULR(C)A 1992) and TUPE transfers (regs 13 — 16 TUPE Regulations 2006)).

Our recommended approach should enable you to ensure union involvement at each of these key stages of the technology life cycle:

- product development, including any early testing
- procurement of the technology from the developer or manufacturer
- integration of the technology into your particular workplace
- audit and review of the system to assess impacts and make runtime adjustments when adverse impacts are identified
- maintenance of the system by the developer.

We recommend you invest in the establishment of a dedicated technology representative, forum, and detailed consultation process to achieve the best results for your members. It is likely to take time to establish and improve the full consultation process. At Community, we aim to support and connect technology reps to share case studies and develop best practice over time.

Remember, this guide doesn't provide legal advice, so if you do need legal advice about a specific case, **get in touch**.

Negotiating a technology agreement



The technology agreement you put in place will depend on your own work, workplace, and the technology at hand. These can supplement or exist on top of any existing collective or other agreements about use of technology already in place, whether or not they are described as a ‘technology agreement.’

We recommend that you articulate the overarching goals at the start of your negotiation and the written technology agreement. You may, for example, use of the heading, ‘Technology for good work’ and enshrine the principles of good work and partnership working in writing. You could use of **IFOW’s Charter as a ‘good work impact checklist’** and to help you articulate shared goals.

You should aim to cover all matters which may significantly impact terms and conditions of work, as well as the amount of work and its nature. We provide a template at the end of this guide to use or adapt depending on the circumstances of your case.

You technology agreement should always exceed the baseline requirements of the law. Remember, vague statements may risk undermining your members’ legal rights.

Negotiating a technology agreement: sample wording and commentary

This section offers some examples from technology agreements which you may wish to adapt and use, depending on the circumstances of your case. Please note these are illustrative and aren't legal advice.

The general principles of the agreement

A technology agreement should start by setting out the scope and parameters of the agreement, and the technology covered by it. We suggest you spell out the overarching aims of the Technology agreement and need to establish a technology forum. Parts of this example are designed to safeguard existing rights and make sure new agreements don't undermine existing ones.

Introduction: sample wording

The parties will agree and set out the procedures that will be observed when the organisation intends to introduce technologies, make changes to the use of existing technologies or data processed by such technologies which may significantly affect access to work, availability of work, terms and conditions of work, or quality of work:

We accept that this could be a substantive change to many aspects of work, in addition to the introduction of automated technologies, including the following:

- *The tasks and/or types of tasks or roles performed*
- *Pay and conditions of work*
- *Working time and working hours*
- *Job design*
- *Skills required for the job*
- *Health and safety*
- *Training*
- *Equal treatment and discrimination*
- *Any other aspect of good work in the IFOW's good work charter*

The organisation and the union recognise that there is the potential for large benefits to be delivered in terms of customer service and quality of work. The parties agree that the adoption of new technology should always aim to improve the type and quality of work, and the services we provide, as well as to improve efficiency.

The parties will/may use IFOW's Charter for good work as a checklist to identify significant changes to work access, availability, terms and conditions or quality of work.

To achieve this aim, the parties commit to setting out procedures to ensure meaningful consultation of workers and assessment of the full range of impacts, so that decisions about whether to proceed are based on a complete understanding of the impacts of technology adoption and agreement about the best route forward in the circumstances of the case. The parties agree that this may involve making changes to the technology model or application.

A dedicated technology forum will be established to advise on and monitor fair procedures to be undertaken throughout the process of technology development, implementation, and life cycle. The forum will be set up by [x] and will include [y] members including a minimum of [z] representatives from the union. The Chair will rotate between an employer and union chair. Terms of reference are attached to this agreement.

Both parties accept that:

- Nothing in this agreement must be taken to undermine existing legal protection under any other negotiation which applies in the circumstances of the case.
- Procedures for union involvement in technology introduction and life cycle are set out in this agreement. These represent best practice and exceed the requirements of the law. They will be regularly reviewed by the technology forum and improved as appropriate.
- Responsibility and liability for use of the technology, their intended and unintended effects, remains at all times with management
- The workforce may be distressed about risks and the potential for harms and other impacts on work, workers, or workplace. The parties intend to address concerns through fair procedures established, engagement of union representatives and review of the technology forum
- Algorithmic impact assessments ('AIA') will be undertaken regularly as advised by the technology forum. The technology forum will determine appropriate adjustments which may be made to act on the findings of the AIA.
- The technology forum may decide to appoint independent advisors, auditors, or facilitators at its discretion. All reasonable fees will be paid for the employer.
- We recognise the potential for reducing some routine aspects of jobs and to improve the quality of jobs across the business. Support for transition, including retraining, should be offered wherever possible.

- *Technology could have a disproportionate impact on some groups or communities and have the potential to project patterns of inequality into the future. Equality impact assessments ('EIA') much be regularly undertaken, as part of the AIA. Guided by the EIA, the parties agree a proactive approach to assessing and addressing inequalities, and the provision of additional support for vulnerable groups as appropriate.*

Consultation and involvement

A technology agreement is aimed at improving practice and nothing it should undermine existing legal rights and obligations. Clearly state that the technology agreement is aimed at improving practice and nothing it undermines existing legal rights and obligations.

Consultation: sample wording

Proposals for change must be brought to a joint negotiating/consultative technology advisory forum at the point when proposals are still at a formative stage, in order to allow workers to meaningfully shape it. This process will not be restricted to changes that create redundancies and will extend to those that result in substantial changes to job tasks or the quality of work undertaken.

The technology forum aims to establish best industry practice and to exceed the baseline requirements of the Information and Consultation of Employees (ICE) regulations and the Advisory, Conciliation and Arbitration Service (ACAS) Code of Conduct on disclosure of information to trade unions for collective bargaining purposes, and without prejudice to any collective agreements that may already be in place between the parties.

The technology forum will be engaged to advise and agree procedures for meaningful and ongoing dialogue with union representatives at the earliest opportunity and include some involvement in:

- *product development, including early testing*
- *procurement of the technology from the developer or manufacturer*
- *integration of the technology into your particular workplace*
- *audit and review of the system to assess impacts and make runtime adjustments when adverse impacts are identified*
- *maintenance of the system.*

The technology forum should advise on, steer, and undertake as necessary appropriate impact assessments about the use of any technology which may significantly affect work, terms or conditions, or quality of work. These should include:

- the purpose of technology
- the parties involved or proposed
- all risks, likely harms, or other impacts on work (identified above)
- stakeholder mapping to identify affected individuals and communities
- the data protection impact assessment, including an equality impact assessment
- the full algorithmic impact assessment, including an equality impact assessment
- the process for evaluating impacts on an ongoing basis
- the process to determine appropriate adjustments to remedy adverse impacts

The parties acknowledge that:

- there will be sufficient time for workers and representatives for meaningful involvement in the process of technology introduction, to request further information and fully review the proposals
- the process should allow for testing, review and the development of solutions including any areas of dispute. Pilots should be conducted wherever possible to allow for a more informed assessment of full impacts
- the algorithmic impact assessment will be co-developed and improved over time
- the technology forum will review and advise on the AIA on a regular basis
- the technology forum may appoint independent advisors, experts, or facilitators
- contracts proposed with third parties should be reviewed by the technology forum
- contracts with third parties must require, as a minimum, joint data access and control
- third parties should commit to planning should adverse or unintended impacts be identified
- The IFOW's good work charter may be used as a checklist to identify and consider potential impacts on work

Consultation and agreement will be reached about how any anticipated financial or non-financial benefits will be shared with workers, for example, through reduced working hours, increased pay, ring-fenced funds for reskilling, or better conditions for workers.

Where possible, pilots will be carried out to allow more informed assessment of the likely full impact. Guided by the forum, the parties will work together to audit and review the impacts of technology on an ongoing basis, guided by the technology forum.

The equality impact assessment is a particularly important part of the algorithmic impact assessment and both parties recognise the importance of exceeding legal requirements and following best practice to ensure that risks to equality groups are properly understood and addressed. These impact assessments should be undertaken regularly as part of an AIAs and Data Protection Impact Assessments.

Monitoring and surveillance

Use of monitoring and surveillance technologies invariably involves the processing of personal data, so employers will be subject to stringent obligations under the UK GDPR. Use our Annex to check legal obligations and make sure the technology agreement always exceeds them. If you refer to legal obligations, make it clear that these are baseline requirements and not up for negotiation.

It is generally preferable for a technology agreement to focus on **specific instances** of monitoring or surveillance that you want to limit or outlaw.

Sample wording

All technology capable of surveillance or monitoring of workers will be considered and approved by the technology forum. Details of the model, functions, purpose, and all proposed applications must be considered.

Further, the parties acknowledge that:

- *Work ‘intensification’ will be kept under review*
- *Workers’ performance will not be judged or predicted by surveillance or monitoring technologies without express and informed agreement*
- *workers will not be monitored in changing areas or toilets.*
- *Rest and toilet breaks will not be monitored*
- *Communications between workers and their union representatives or union staff will not be monitored*

Nothing in this agreement will affect rights and obligations in law or made pursuant to any other applicable agreement. Both parties understand that the legal obligations which an employer has, or the legal rights a worker has under the negotiation.

Personal use of technology

Workers need to understand how they can use technology provided for work. Different workplaces will have different rules around this. For example, some workers may have work mobile phones and rules around their use will be helpful, but this may not apply in other workplaces. Again, the Technology agreement can refer to any relevant policies, e.g., a standalone acceptable use policy, or similar policy, as appropriate.

Sample wording

Use of personal technology for work purposes will be reviewed and agreed by the technology forum.

The parties agree the following limitations and restrictions on personal use of devices. Workers will not be disadvantaged if they breach rules that have not been properly explained.

The parties agree that workers will not be required to use personal technology outside normal working hours.

Decisions made by computers

We use the phrase ADM (automated decision making) to include all forms of automated decision making, either without human involvement or limited human oversight. If your employer is using these technologies or is likely to use ADM in the future, you should negotiate how this will be controlled and managed to reduce risks to workers. Negotiation will help you build on existing data protection rights which apply to ADM, which are explained in the [data protection annexe](#).

The below example covers ADM.¹⁷ You may find there are additional situations where ADM takes place in your organisation.

Sample wording

The organisation and the union acknowledge the risks that ADM, including profiling, can present for workers. The parties agree that ADM should never be used where it may significantly impact on access to work, terms and conditions of work or quality of work. The technology forum may review this commitment on application of either party.

¹⁷ Of course, you might attempt through negotiation to outlaw any form of ADM including algorithmic decision making in the workplace, perhaps with a commitment to undertake any review of this commitment in consultation with the representatives. This goes beyond the UK GDPR requirements and thus forms a legitimate negotiation topic.

Restructuring

Please also use the [Community guide on redundancy](#) to help with these types of situations.

Sample wording

Where automation technologies are expected to lead to restructuring of job roles, an additional detailed consultation paper will be provided to the technology forum and negotiating committee, setting out:

- *Current and proposed staffing structure*
- *Any of the changes to work or tasks identified (in this guide)*
- *Any changes to skills required for the new structure*
- *Changes proposed to job descriptions of job band*
- *Current and new proposals for training to support workers in transition*
- *Methods proposed for fair and consistent selection, including use of slotting in and ring-fencing*

Mitigation

Sample wording

The parties agree that all reasonable steps will be taken to try and mitigate the effects of any redundancy situation. These steps may include but are not limited to:

- *Postponing technology adoption pending full algorithmic impact assessment, including an equality impact assessment*
- *Adjusting an algorithmic system to address or mitigate any adverse impacts. This may include adjustments to the specified output, variables or weighting of variables selected for the system*
- *Establishing a technology forum, supported by independent advisors as appropriate*
- *Inviting independent expert assessors to join or advise the technology forum to assist in determining practicable and appropriate adjustments to the algorithmic system*



Redeployment

Sample wording

Staff considered 'at risk' will be entitled to consideration for redeployment to suitable alternative employment where they meet all of the essential criteria for the post or would be able to do so within a reasonable timeframe, with appropriate support.

At risk staff will be kept aware of posts which could be considered as suitable alternative employment for an initial period of six weeks, following which progress should be regularly reviewed

Where an application is successful, the redeployee will be entitled to a four-week trial period in post, following which, the redeployment will either be identified as successful, or the redeployee will return to the redeployment process. A successful redeployment will be confirmed in writing to the redeployee.

The good work charter

Developed by the IFOW, this charter sets out ten things that characterise good work.



Access

Everyone should have access to good work



Fair pay

Everyone should be fairly paid



Fair conditions

Everyone should work on fair conditions set out on fair terms



Equality

Everyone should be treated equally and without discrimination



Dignity

Work should promote dignity



Autonomy

Work should promote autonomy



Wellbeing

Work should promote physical and mental wellbeing



Support

Everyone should have access to institutions and people who can represent their interests



Participation

Everyone should be able to take part in determining and improving working conditions



Learning

Everyone should have access to lifelong learning and career guidance

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