

SECOND CARNEGIE INQUIRY INTO POVERTY
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Trade Unions, redundancies and
New Technology Agreements

by

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The Need for NTAs

The aim of this paper is to propose a way in which trade unions and management can prevent or minimise retrenchment due to the introduction of new technology. The way is to extend their Agreements with each other to include a New Technology Agreement (NTA) over and above a Retrenchment Procedure.

The introduction of new technology by private or public enterprises holds the potential risk for workers that it may lead to reductions of the labour force even though it could on occasion involve an expansion or diversification of production resulting in increased employment. Sometimes reductions can be drastic as was the case with containerisation of the South African docks during the 1970s. In Cape Town the stevedoring workers were reduced from approximately 2000 down to 400, i.e. to about one-fifth their previous number. A company manufacturing telephone exchange equipment on the East Rand introduced new technology in order to change from producing mechanical to electronic switching gear. As a result it retrenched no less than 92% of its 3000 employees ending up with only 250 employees.

The current explosive growth in the application of the micro-chip sweeping the world magnifies the threat of redundancy to many workers round the world over at least the next decade if not longer.

The net effect of such redundancies in South Africa is to add yet more workers to the very large reserve pool of unemployed workers. For African workers who are not permanent residents of the industrial cities and towns, i.e. who do not qualify to reside permanently in the prescribed areas under Section 10(1)(a) or (b) of the Blacks (Urban Areas) Consolidation Act, it almost certainly means extreme hardship and poverty. Not only do they lose their employment, but they are endorsed out of the area. This means that they join the country's poorest and most disadvantaged group of rural Blacks and as such they run the risk of becoming marginalised by not being able to obtain wage employment in the industrialised economy again.

In the light of these phenomena it is important for trade unions and management to distinguish between labour redundancies resulting from economic recessions and those that are due to the introduction of new technology. Redundancies due to recessions result from a fall in demand for the company's products or services. If it is sustained over a long period it becomes fairly inevitable that the company will have to reduce the size of its labour force. A union can do little to avoid such reductions, but it can try to ensure that the burden of the recession is not only borne by the workers, but also by the

company. To this end the union can try to minimise the number of workers retrenched and ensure that there is adequate financial compensation for retrenched workers.

Redundancies due to new technology are the result of prior investment decisions taken by management of a company. Although management's hand may have been forced by competition to invest in new technology, it can still exercise considerable discretion regarding the investment decision. It is particularly during the early planning stage that trade unions can play a constructive role by trying to ensure that workers' jobs as well as their health and safety will not be jeopardised by the new technology. Trade unions could be enabled to do so if they and management negotiated a New Technology Agreement which laid down the terms of reference and procedures for their participation in the investment decisions. Unions will however have to seize the initiative in negotiating such agreements since management will initially tend to view them as unwarranted infringements of managerial prerogative.

It is constructive to examine what has been happening in other countries on this front. In this paper I shall concentrate exclusively on the developments and advances that have been made in Britain. (The Cape Town Trade Union Library turned out to be a most valuable source of information on concrete developments in trade unionism. All the references on Britain used in this paper were obtained from the Trade Union Library.)

Development of NTAs in Britain

A Report by the British Trade Union Council (TUC) to its 1979 Congress contended that

Trade union action can play a central role in determining the impact of new technology: the speed of its introduction, the way in which it operates and its effects on employment...

For this reason collective bargaining, involving the whole workforce through established procedures, provides the most effective and suitable vehicle for the trade union response to technological change... The trade union response must be in a positive context of full involvement in technological change - from the planning decision to the point of implementation. (TUC, 1979, p.34)

The TUC Report recommended that unions should respond to technological change by negotiating New Technology Agreements (NTAs). The first principle is that no new technology which has major effects on the workforce should be introduced unilaterally by management. Furthermore workers need to be given confidence that changes which are introduced are not intended to have the effect of destroying jobs without, at the same time, creating new opportunities. Otherwise workers would naturally oppose such changes. (Ibid., pp.36-7)

The Report also includes a ten-point checklist to assist trade

union representatives in negotiating NTAs. The checklist contains the following points:

- New technology should not be installed unilaterally by management.
- Secure a full and regular flow of information relevant to all aspects of technological change from management.
- Agree to a plan on expansion of output and improvement in services to maximise employment opportunities.
- Make adequate provision for retraining in new skills without loss of earnings.
- The benefits of new technology should be distributed fairly to all workers.
- New technology should not be used to increase management's ability to control and monitor workers.
- Adopt stringent standards on health and safety.
- Establish procedures to monitor developments and to review progress against the aims stated in the NTA. (Bratton and Waddington, 1981, p.21. The full checklist is reprinted as Appendix A.)

The British General and Municipal Workers' Union went as far as to draw up a model NTA which incorporated three major principles: security of employment for workers, joint regulation by

management and unions of employment conditions due to technological change, and the elimination of hazards to workers' health and safety. (GMWU, 1982, pp.62-5) (The model agreement is included as Appendix B.)

Survey of NTAs in Britain

The recommendations of the TUC in 1979 did not fall on deaf ears. By 1982 there were numerous NTAs in operation and a survey was conducted to establish the contents of these agreements. It revealed some interesting results. The survey was based on 163 completed questionnaires received from workplaces and 225 agreements involving new technology. Both the questionnaires and agreements had a heavy white collar bias in that only 36 of the questionnaires and eight of the agreements came from machining, assembly and other manual areas. (Labour Research Department, Bargaining Report 22, undated, but probably late 1982, pp.2-3)

A major finding of the survey was that, in the office sector, trade unions had been successful in making the introduction of new technology a subject for collective bargaining; in only one-third of cases was it introduced without consultation.

Over half of the signed NTAs specified that any further installations could only be introduced with union agreement or when negotiating procedures had been exhausted. Amongst the companies and unions that signed such agreements were Cummins

Engines with Association of Scientific, Technical and Managerial Staffs (ASTMS); Ford with ASTMS, Amalgamated Union of Engineering Workers - Technical, Administrative, Supervisory Section (AUEW-TASS) and Association of Professional, Executive, Clerical and Computer Staff (APEX); GEC Small Machines with ASTMS and APEX; ICI (Mond) with ASTMS; Leyland Vehicles with APEX; Lucas Electrical (Switchgear) with Transport and General Workers' Union (TGWU), AUEW-TASS and General and Municipal Workers' Union (GMWU); and Plessey (Merseyside) with APEX. (Ibid., pp.4-5)

A typical clause of one of the agreements stipulated that

The company undertakes not to introduce the use of new technology and the union agrees not to take any form of industrial action until the procedures embodied in this agreement and the existing negotiating machinery have been fully exhausted. (Ibid., p.4)

More than half of the agreements also committed management to providing detailed information on the impact of any additional new technology.

The survey established that workers' fears of job losses as a result of introducing new technology were justified. In about one third of the cases it was reported that jobs had been lost as a result thereof. However, over half of the agreements contained meaningful job security clauses. In 26% of the agreements it was stated that there would be no compulsory redundancies, in 22% that there would be no redundancies, and in

8% that there would be no job loss as a result of the introduction of new technology. (Ibid., p.7) Most of the agreements were not restricted to a particular piece of equipment, but covered the whole range of new technology.

One agreement stated that

No employee will be made redundant as a result of the application of new technology provided that he/she does not refuse suitable re-deployment or retraining as agreed by the working party. (Ibid., p.8)

Furthermore the survey revealed that workers experienced few benefits, either financially or in reduced working time, through the introduction of new technology.

Over 88% of the workplaces considered that their jobs had not been deskilled. Instead, half the respondents considered that their jobs had improved in terms of greater variety or individual responsibility, or by making work more interesting. (Ibid., p.11)

Although in 16% of the cases the new technology was being used to monitor performance, this was generally not the case. About one quarter of the agreements contained safeguards against monitoring of workers by machines. The great majority of these prohibited the use of machines to monitor performance or from being used for disciplinary purposes while the remainder only made monitoring possible with union permission.

One agreement stipulated that

Information will not be used for work measurement or monitoring employees' performances nor for disciplinary purposes without prior agreement with the trade union.

(Ibid., p.12)

Limitations of NTAs

In a more theoretical analysis of New Technology Agreements Bratton and Waddington see both advantages and disadvantages in the agreements. Their arguments in favour of NTAs include that:

- Trade unions can take some initiative in relation to the implementation of new technology. They can try to ensure that aspects of technology that are favourable to workers are taken into consideration.

- A comprehensive agreement necessitates trade union representatives becoming involved in the planning and design stages of plant or company policy. Involvement of trade unionists in this area of decision-making enables management to take into consideration the views of workers at an early stage.

Their arguments against NTAs are that:

- Whilst they are useful as a means to limit managerial prerogative, unions still do not question company investment priorities. A company is forced to compete with other multi-

nationals in world markets and thus cannot free itself from measures such as automation which that competition necessitates.

- In large companies the decisions about investing in new technology are made at the top level, but trade unions negotiate at the lower plant level which is not where the 'big' decisions are made. (Bratton and Waddington, 1981, pp. 21-2)

Bratton and Waddington conclude that NTAs constitute only a partial solution in ensuring that the benefits of technological progress is shared by all. They maintain that there are four issues that cannot be resolved by traditional collective bargaining.

Firstly, resistance to the introduction of new technology on management's terms, whether it be outright or negotiated, leaves open the possibility that capital will be invested overseas where trade union organisation is weaker or non-existent. Secondly, unemployment, which is already unacceptably high, is likely to rise as microprocessor-based technology is installed. Thirdly, world competition necessitates that new technology displaces workers if costs are to be minimised and the company is to remain competitive and survive. Fourthly, trade unionists have in the main little or no opportunity to present their point of view to the highest levels of management who are responsible for long-term decisions concerning investment and corporate planning. (Ibid., p.23)

Although these arguments do point out valid limitations of what NTAs can achieve, they do not eliminate the necessity for unions to negotiate such agreements with management. While there are limits to what trade unions can achieve, it is nonetheless their responsibility to represent their members' interests as extensively as they can.

Potential for NTAs in South Africa

In South Africa where the independent trade union movement is still relatively weak in comparison with British trade unions, it is unlikely that they will achieve the same results as their British counterparts within the foreseeable future. This does not however prevent them from embarking on attempts to negotiate NTAs in the companies where they are organised. Similarly, a responsibility rests on management in South Africa to respond favourably to such efforts as such agreements can assist in curtailing technological unemployment and ensuring that the benefits of technological change are shared by management and workers.

An example of what trade unions in South Africa could aim for at this stage of their development is provided by the Food and Canning Workers' Union. The union had a dispute with a company over retrenchments as a result of the introduction of a new automatic packing machine. The existing Agreement incorporated a Retrenchment Policy which specified that

The Company shall use only the following criteria in selecting workers for retrenchment:

Last in first out, provided that Management may take into account the possession of necessary skills. Before entering into retrenchment programme, Management will consider the possibility of transfers between departments.

The dispute could not be satisfactorily resolved without being referred to mediation. During the mediation process the union put forward a proposal regarding the introduction of new technology, which, in their estimation, would be acceptable to management. The proposal contained the following provisions:

Before introducing new technology or machines into the factory, management shall:-

Inform the Union Committee of the proposed new technology at the earliest possible stage and shall disclose sufficient information to enable the Committee to fully understand the basic features of the proposed change including health and safety aspects.

Endeavour to retain all workers in employment as far as possible. Before any worker is made redundant, the Company will attempt to deal with situations of over-manning by transfer, attrition and natural wastage. If this is not sufficient, a ban on overtime work, possibilities of working short-time, retraining, and voluntary early retirement shall be thoroughly

investigated. Thereafter the retrenchment procedure shall be followed.

Fill any new vacancies that may occur as a result of new technology as far as possible from amongst the workers employed.

Refrain from downgrading workers or reducing their wages as a result of introduction of new technology.

(Food and Canning Workers' Union proposal, 28 Febr 1984)

Unions will have to judge their relative strength and the attitude of management in deciding on the extent of demands they can incorporate into a draft NTA. There is also nothing that prevents management from proposing the negotiation of such an agreement. But regardless of where the initiative comes from, NTAs could potentially make some contribution in curtailing an increase in unemployment as a result of technological change.

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Appendix A

New Technology Agreements

A Checklist for Negotiators

Extracts from Employment and Technology Report by the (British)
TUC General Council to the 1979 Congress

1. The Principles of New Technology Agreements

The process of technological change is a dynamic one. It radically affects the whole basis of the organisation of production and the pattern of work in an enterprise. It therefore opens up a wide range of issues for negotiation. The objective of New Technology Agreements is to seize this opportunity and to exert trade union influence as fully as possible over this whole process - from the decision to invest to the operation of equipment - so that questions such as hours of work, manning levels, working conditions, even the design of equipment itself, are matters for negotiation.

This objective can best be met by guaranteeing full trade union involvement, from the earliest stage, in the process of adapting to new technology. This in turn requires a high degree of awareness of new developments which are likely to affect enterprises, factories and offices. An important role for unions at the national level will be in developing this awareness, collecting information and experience, passing it on

to negotiators and pooling it with other unions.

For negotiators there are a number of crucial principles on which New Technology Agreements should be based.

- a. The first objective should be 'change must be by agreement'. Employers should be committed not to introduce new technology until full agreement has been reached on the whole range of negotiating issues. In practice this will often entail full consultation before the decision to purchase - and therefore the choice of actual technology - is taken.
- b. . . .
- c. The objectives which unions wish to see achieved - whether for example on employment levels, hours of work or working conditions - by the introduction of new technology should be clearly specified. Failure to achieve this may lead to technological change being brought about in a piecemeal or ad hoc fashion, and producing undesirable results, so that negotiators are unaware of the significance of these changes until it is too late to alter the employer's investment plans or to place acceptable conditions on the operation of new technology...

2. Aspects of Union Organisation and Inter-Union Relations

Technological change can challenge both traditional union demarcation lines and established occupational and skill

categories. An effective trade union response to the challenge of new technology will use the vehicle of collective bargaining - involving the whole workforce through established and tested procedures. For full effectiveness...the machinery and procedures of collective bargaining...must be developed so that pressure can be exerted at all levels of corporate decision-making, bearing in mind that ultimately new technology will often affect all parts of the workforce throughout an enterprise.

Questions concerning inter-union relations, the development of company-wide union machinery...will have to be resolved on a case-by-case basis but negotiators should bear in mind:

- a. that joint union machinery, which can often be developed out of existing but less formal structures, should embrace the largest possible proportion of the workforce since technological developments which initially affect only one work group may eventually have implications for the entire workforce;
- b. . . .
- c. the importance of building up expertise on all questions concerned with technology to increase the effectiveness of union involvement. Health and safety representatives are already developing considerable expertise in various aspects of new technology and procedures should be developed to integrate this knowledge and experience into negotiations over technology. On other occasions it may be appropriate to allow for the occasional inclusion of additional

representatives in joint bodies - representatives with special responsibilities for, or knowledge of, technology matters.

3. The Provision of Information

Securing a full and regular flow of information on which the key decisions taken by companies on new technology are based is vital if unions are to be in a position to determine change jointly, rather than having to respond to decisions taken solely by management. Guaranteed access to information from the earliest stages of the decision-making process is therefore vital to New Technology Agreements.

a. Agreements should specify that all information which is relevant to decision-making, planning or implementation of technological change should be made available to union representatives prior to any decision being taken. Information should also be in a usable and comprehensible form.

b. The provision of information should be linked with regular consultation and discussion of the enterprise's plans. This will enable union representatives to identify in advance the likelihood of technological change and thus ensure that they receive the relevant information early enough to exert influence on plans.

c. Where appropriate negotiators may wish to allow technical information to be evaluated by union nominees from outside

the enterprise...

- d. Agreements may specify that union representatives will be provided with paid time-off to attend courses, seminars and conferences by the union's own choosing so as to better equip them for negotiating on issues of technology...

4. Agreed Plans on Employment and Output

Trade union strategies towards dealing with technological change will be based on the objective of maintaining and improving employment and living standards... Negotiators will be seeking to identify the adoption of new technology with greater security of employment and expansion of job opportunities rather than the negative policy of producing the same output with a reduced workforce. To this end a key demand will be for full union involvement in manpower and production planning within enterprises in order that employment opportunities are maximised.

- a. Security of employment for the existing workforce can best be achieved by a guarantee of no redundancies, even if this involves individual workers changing jobs within the enterprise.
- b. Negotiators should look critically at proposals for using natural wastage to change the size of a workforce and should bear in mind the effect which it can have of redistributing unemployment towards young entrants to the labour market. Agreement on manning levels should be a condition for the

introduction of new technology, but negotiators will also need to pay attention to manpower developments when the equipment becomes operational to ensure that agreed levels are maintained.

c. If negotiators can succeed in maintaining or even improving the total level of employment in the enterprise then new technology need not be associated with growing unemployment. To achieve this it may be necessary to commit enterprises to pursuing an expansion of output and improvement in services so as to maximise alternative employment opportunities. Negotiators can press for exploration by joint union/management teams of new markets for existing products, alternative product ranges, the scope for import substitution and for a commitment that the enterprise will be guided by the recommendation and targets of Sector Working Parties. In the public and private services the aim of trade unionists will be to extract recognition of the principle that new technology provides a timely opportunity to increase the level and quality of service provision rather than to cut staffing levels.

d. Even when guarantees of job security or expansion of employment can be achieved the pattern of labour demand is likely to be changed by new technology. Redeployment of the existing workforce is therefore an issue which requires tackling in bargaining about technology. The establishment of redeployment units which enable workers to express a preference about their future deployment, advance

counselling of workers and an explicit commitment by enterprises to full consultation before any change is made can all help to avoid the likelihood of forced redeployment.

e. . . .

f. Where it is impossible to reach no-redundancy agreements there is a strong case for trying to improve redundancy payments. In some circumstances negotiators may be able to press for continuing arrangements in addition to lump-sum payments.

5. Retraining

Many new technological developments will significantly change the pattern of demand for various skills in industry and the service sector. Adequate provision for retraining is therefore crucial in the pursuit of real job security...

a. Agreement can be reached that those sections of existing workforce whose jobs are most directly affected by technological change should be given priority both in retraining in the new skills and in applying for new jobs, subject to existing and accepted procedures.

b. At company level employers can be committed to set up a training scheme for those who will operate new machinery, with adequate payments for attendance. The operation of schemes should be carefully monitored to ensure that training opportunities are fairly distributed and that the most appropriate skills are being provided.

- c. The principle of maintained or improved earnings should apply to those who make use of retraining arrangements which are mutually agreed.
- d. Redundancy notification periods can be used to provide retraining to affected workers in skills which will enable them to find employment in other trades or industries.

6. Hours of Work

A period in which new technology is being introduced provides great scope for reducing the length of working hours. Because of its effects on the organisation of work and production technological change opens up the entire question of the pattern of working time for negotiation, offering the prospect of much greater flexibility. Negotiators will be seizing the opportunities offered and will link agreements on new technology to reductions in working time.

- a. Alongside the campaign for a general reduction in normal hours to the level of 35, there is scope for achieving breakthroughs for specific groups and then generalising them through the collective bargaining system. Negotiators should be aware, however, that this will require attention to be paid to the exchange of information within and between unions.
- b. . . .
- c. Longer holidays, sabbaticals and early retirement on

improved pensions can all be pursued in bargaining about new technology and attempting to reduce working time. The reduction or elimination of systematic overtime should be a bargaining priority.

- d. Where new technology produces an increase in shiftworking this should be accompanied by a reduction in hours worked. The flexibility associated with microelectronic technology can be used to change shift patterns to bring about a greater intensity of capital utilisation and shorter working hours.

7. Distributing the Benefits of Technology

By changing skill requirements and, indeed, occupational categories, new technology can present negotiators with potential disruption to existing pay structures. Another danger is of the polarisation of the workforce into a minority of highly paid workers with considerable job satisfaction and a majority of de-skilled workers whose earning power is consequently limited.

This is an important area for negotiators to tackle through New Technology Agreements since the case for accepting technological change rests largely on a fair distribution of the consequent benefits.

- a. A first step is to ensure that present incomes levels are maintained and improved.
- b. The additional skills required by operatives should be taken

into account in assessing their pay grades. Where job evaluation systems exist they may need to be redesigned to reflect changes in skill requirements. Such systems can also be used to safeguard or improve the position of women affected by new technology.

- c. Since new technology will blur, even on occasions transform, established division within the workforce - such as manual/non-manual, staff/hourly paid, skilled/semi-skilled/unskilled - bargaining over its introduction offers the opportunity by improving conditions of service for all employees, but recognising the particular progress required for some groups to move rapidly towards single status for the whole workforce. Holidays, sick-pay, pensions, the working environment, and special leave entitlement are all areas where unjustifiable differences still exist between groups of employees.

B. Control Over Work

One feature of new technology which has raised considerable fears is related to the ability of some new machines to increase the measurement, regulation and control by management of operatives. If workers are to have confidence that they can share in the benefits of technological change they will need firm assurances on this aspect, and this in turn will require initiative and some expertise on the part of their representatives.

- a. It is at the design stage for a technological system that

decisions will be taken that affect the technology's influence and control over those who work with it. Negotiators should therefore seek full involvement at this stage.

- b. Even after a system has been installed, however, microprocessors can be reprogrammed at very little cost. Negotiators should therefore be aware that objectionable features of a technological system are not beyond their influence.
- c. To enable this to take place agreements can lay down procedures covering, for example, the storage and use of data relating to personal performance, or other details of the workforce.
- d. Such procedures can be based on the principle that no information acquired by computer based systems shall be used for individual or collective work performance measurement. Any breach of this principle would then allow for re-programming of the system.

9. Health and Safety

The implications of new technology for health and safety at work are widespread and profound. Trade unionists will be faced with the prospect of working with machinery and processes, such as Visual Display Units, which place new strains on operatives. The need for stringent standards on health and safety will be

greater than ever.

- a. Negotiators should ensure that the manning levels for new equipment provide sufficiently for maintenance and running repairs or the operation of the machinery may lead to increased hazards.
- b. Agreements can specify **regular breaks** from working with new equipment which increases the strain on operatives.
- c. Where unions, especially at national level, have produced **detailed guides** on the health and safety aspects of particular equipment, these can be used by negotiators to govern the working conditions associated with new technology.

10. Procedures for Reviewing Progress

Even where agreement is reached on the acceptance of new technology, and employers have agreed to proceed on the basis of consent, there will be areas of uncertainty about the precise way in which new machinery and processes will operate in practice. There will therefore be a need to establish procedures to monitor developments and to review progress against the objectives set out in new technology agreements.

- a. An effective way of achieving this is to set up **joint union/management study teams** with the responsibility for monitoring the detailed effects of the implementation of new technology. This approach has the advantage of highlighting

issues which can be tackled at the purchasing and design stage by the same team when considering further changes.

- b. As a further safeguard new technology agreements can specify a trial period of operation during which consultation and negotiation can continue in the light of practical experience of working with the new technology.
- c. Problems arising during this period may be processed through established grievance procedures, but this may require attention to be given to whether these procedures can work swiftly enough.

Appendix B

Model New Technology Agreement

(British) General and Municipal Workers' Union, 1982

General

1. This is an agreement between the Management and the Union covering technological change, in so far as it affects or might affect the Union's membership, either individually or collectively.
2. The term 'technological change' in this agreement shall be taken to include all changes or proposed changes in equipment, materials, processes or products; and all changes or proposed changes in working practices or conditions associated therewith.
3. The Management and the union agree that technological change will only be successfully achieved if proper regard is paid at each stage to the principles of job security and control.
4. This agreement should be read as a whole.

Procedural

5. Where technological change results in a disagreement between the Management and the Union, working practices shall revert to what they were prior to the disagreement, and the change shall not be made until it is agreed through the negotiating procedure.
6. The Union reserves the right to re-open negotiations on existing agreements where their application is altered by

subsequent technological change.

7. This agreement shall be subject to annual review.

Job Security

8. There shall be no reduction in overall employment levels as a result of technological change.
9. The Management undertakes to bring forward a programme for future employment, including targets for growth in employment levels.
10. Any reductions in standard labour input as result of technological change shall wherever possible be managed through agreed reductions in working time without loss of earnings. Negotiators shall give full consideration to the following methods of reducing working time:
- (a) Reductions in normal working hours.
 - (b) Elimination of overtime.
 - (c) Increased holidays.
 - (d) Voluntary early retirement with full pension rights.
 - (e) Sabbatical leave.
 - (f) Time off for training or retraining.
11. No worker shall be downgraded or suffer a financial loss as a result of technological change.

Job Control

12. The Management and the Union agree to develop machinery and procedures appropriate to their joint control of technological

change.

13. A Committee shall be established, composed of Management and Union representatives, to consider all matters arising in connection with technological change.

14. The Committee shall in particular concern itself with the following aspects of technological change:

(a) Investment and research and development programmes.

(b) Equipment and process design, location and installation.

(c) Product design.

(d) Work design and organisation, including job satisfaction and health and safety aspects.

(e) All manpower issues arising, including employment and manning levels, training and retraining.

(f) Monitoring of all aspects.

These matters shall be considered by the Committee, and agreement reached on substantive issues, in all cases prior to the ordering of new equipment.

15. The union reserves the right to take through the established disputes procedure any matters coming before the Committee. The exercise of this right shall have the effect of activating the provisions in Clause 5 above, and of suspending discussion on the items in question by the Committee.

16. The Management shall bring all proposals for technological change to the attention of the Committee at the earliest possible stage, and shall disclose sufficient information to

enable the Union representatives to understand the fundamental features of the changes proposed, and the importance of these changes to the Union's members.

17. The Management shall disclose to the Committee all information requested by the Union in connection with technological change and with the fulfillment by the Committee of the particular functions described in Clause 14 above.
18. The Management undertakes to enter into a disclosure of information agreement with the Union.
19. The Management shall appoint a Secretary to the Committee, who shall handle all necessary administrative and clerical work. Agreed minutes shall be kept of all Committee meetings and shall be made available to all Committee members.
20. The Committee shall meet at the request of either the Management or the Union, and in any case shall meet not less than once in each quarter.
21. Committee meetings shall be held wherever possible during working hours. Union representatives shall be given time off at average earnings to attend.
22. The management shall extend to the union side members of the Committee the facility to attend Union-approved training courses related to technological change. Time off shall be

paid at average earnings. The Management undertakes to enter into an agreement with the Union providing time off for training.

23. Union representatives on the Committee shall be given full facilities for reporting committee proceedings and decisions to their membership; the use of such facilities shall involve no financial loss to any Union member.
24. Full-time Union officials and advisors shall be eligible for co-option by the Union side of the Committee.
25. The collection, storage, processing or use of personal data in computer systems shall not take place unless it can be justified as being necessary for efficient management. The Management undertakes to enter with the Union into an agreed procedure governing all aspects of the collection, storage, processing and use of personal data.

Health and Safety

26. Safety representatives shall be involved at the earliest possible stage in the conception and planning of technological change. It is recognised that the Health and Safety at Work Act and the Safety Representatives Regulations give safety representatives the right to be involved at this earliest stage.
27. It is most effective, and in the interest of Management, to eliminate hazards at the design and planning stage. It is also recognised that the views of final users must be made

known to designers and planners if all foreseeable risks and needs are to be identified. The Management therefore agree to involve safety representatives in agreeing specifications with architects, designers and planners.

28. The Management undertake to: (i) monitor all available literature and other sources of information on hazards and technical developments; (ii) supply this information to safety representatives, and (iii) act on information which safety representatives consider important.
29. The Management undertake to identify and, so far as possible, eliminate any ill effects of technological change on all those who may be affected. This may involve obvious hazard removal, but may also require changing the application of the technology, cooperating with other employers to create jobs, or prohibiting imports from countries with poorer working conditions than in the United Kingdom.
30. The Management undertake to provide medical surveillance and meet any cost of prevention and treatment that may be appropriate or necessary to particular hazards.
31. Safety representatives shall be allowed paid day release for union training, and shall be provided with appropriate technical training by the Management, so that they can be more effective in joint consultation. This means that courses should take place before the detailed consultation over the design of technological change begins. END

These papers constitute the preliminary findings of the Second Carnegie Inquiry into Poverty and Development in Southern Africa, and were prepared for presentation at a Conference at the University of Cape Town from 13-19 April, 1984.

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Quoting (in context) from these preliminary papers with due acknowledgement is of course allowed, but for permission to reprint any material, or for further information about the Inquiry, please write to:

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