Change Management and Consultation

69.1 The provisions of this Clause apply to the introduction of significant workplace change affecting Staff Members.

69.2 Workplace change is deemed to be significant if it results in one or more of the following:

   a) ceasing employment due to redundancy;
   b) major changes in the composition, operation or size of the University’s or School/Area workforce or in the skills required;
   c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
   d) change to hours of operation;
   e) the need to transfer to another campus;
   f) the restructuring of jobs or technological change where this will have a significant impact on the day to day work practices of Staff Members provided that where this Agreement makes provision for variation of any of these matters, the variation is deemed not to have significant effect.

69.3 Step 1 - Consultation on significant workplace change

69.3.1 Where the University has developed a definitive written proposal for significant change the University will engage in Formal Consultation with affected Staff Members and their Union(s) or other nominated representative(s) regarding the significant workplace change.

69.3.2 Formal Consultation will include provision of the written proposal which sets out:

   a) the nature of the proposed change and underlying rationale;
   b) information about the major change, other than information which is subject to legal privilege or is commercial-in-confidence;
   c) the significant impact the major change is likely to have on affected Staff Members;
   d) reasonable timeframes for consultation, being not less than 10 working days.
e) any measures that the University is considering in order to avert or mitigate any material adverse effect of the proposed major change on the affected Staff Members;

69.3.3 The University will provide the opportunity to meet and confer with affected Staff Members on the proposed major change and any potential alternative proposals.

69.3.4 The University will provide the opportunity for affected staff members to submit written responses within the consultation timeframe.

69.3.5 The University will give genuine consideration to matters raised during the stated Formal Consultation period by staff members and their Union(s)/nominated representative(s).

69.4 Step 2 - Implementation of Significant Workplace Change

69.4.1 The University will provide the affected Staff Members and the Unions or other nominated representative(s) with a copy of a change implementation plan.

69.4.2 The University will continue to consult with and support Staff Members who are affected during the implementation of significant workplace change, including opportunities for avoiding or mitigating any detrimental outcomes for affected Staff Members.

69.5 Step 3 - Transfer of Staff Members

69.5.1 During the implementation on significant workplace change, where the University is able to identify a position that meets the definition of Suitable Alternative Employment, the University may transfer a Staff Member to that position. The transfer is subject to the University giving the Staff Member 10 working days’ written notice of the transfer.

69.5.2 A Professional or General Staff Member will not be transferred to a position classified two (2) HEW Levels below their pre-transfer substantive classification level or lower without their consent. Should the Professional or General Staff Member consent to the transfer their salary will be maintained at their pre transfer substantive classification level for a period of 12 months.

69.5.3 The Staff Member may request a review of the transfer at any time during the transfer notice period and up to 4 weeks following the transfer. The request will be in writing to the Director, People and Culture or nominee and will include a statement of the issues to be taken into account which may indicate:

a) the position is not Suitable Alternative Employment as defined in Clause 3, Definitions; or
b) there is a valid and significant detrimental impact on the Staff Member or the School/Area due to the transfer.

69.5.4 The Director, People and Culture or nominee will assess the suitability of the transfer, taking into account any issues identified at Clause 69.7.4. The decision of the Director, People and Culture or nominee is final, subject to the Dispute Resolution Procedure of this Agreement, and will be notified to the Staff Member and the Line Manager.

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