63 Change Management and Consultation

63.1 The provisions of this Clause [63] apply to the introduction of major change that is likely to result in significant effect on staff.

63.2 Major change is likely to have significant effect on staff if it results in:
   a) redundancy;
   b) major change to the composition, operation or size of the University’s workforce or in the skills required;
   c) the need for transfer to other campuses;
   d) loss of appointment or job security opportunities;
   e) job restructuring;
   f) significant alteration to hours of work;

provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

63.3 Principles

Formal Consultation with affected staff members will occur in a timely manner.

63.4 Step 1 - Consultation on change

63.4.1 When the University has developed a proposal for change that is likely to have significant effect on its staff member(s), it will notify the affected staff member(s) and, if they so choose, their Union or other nominated representative, about the proposed change. The University will engage in Formal Consultation with the staff member(s) who may be affected by the change, except where written agreement is reached with staff in accordance with Clause [63.4.2].

63.4.2 Where the number of staff likely to be affected by change is 5 or less, the consultation process to be engaged in may be agreed in writing with these staff members. Formal Consultation will be engaged in where agreement on an alternative process is not reached with all of the affected staff members.

63.4.3 A line manager may invite discussion with individual staff members who may be affected by the change prior to release of any proposal for change.

63.4.4 Formal Consultation will include:
   a) Provision of a proposal for change which sets out:
      i) the nature of the proposed change and rationale for change;
      ii) any significant effect the change is likely to have on staff members;
      iii) reasonable timeframes for consultation; and
      iv) any other relevant information about the change other than information which is subject to legal privilege or is commercial-in-confidence.
b) Provision of the opportunity for written responses or suggestion of alternative proposals from affected staff members within the consultation timeframe.

c) Opportunity to meet and confer with affected staff members to discuss the proposed change and any potential alternative proposals.

d) Provision of relevant information to affected staff members over the duration of the Formal Consultation process.

63.4.5 The Director, Human Resources or nominee will provide a copy of the proposal for change to the Union(s), who may consider and make submissions on the proposal for change to the Director, Human Resources.

63.4.6 Prior to making a decision as to whether or not to implement change the University will give genuine consideration to matters raised during the stated consultation timeframe by:

a) staff members who are likely to experience significant effect of the change, their Union or other nominated representative; and

b) the Union(s).

63.5 Step 2 - Decision on change implementation

63.5.1 The University will notify the affected staff members and the Union(s) of its decision as to whether or not it will implement change.

63.5.2 In notifying of any decision to implement change, the University will provide the affected staff members and the Union(s) with a copy of a change implementation plan which will include a summary of the matters raised during consultation with staff members and the Union(s) and how these matters have been considered.

63.5.3 The University will continue to consult with and support staff member(s) who are affected during the implementation of workplace change, including consultation on means of avoiding or mitigating any detrimental outcomes for affected staff member(s).

63.5.4 Where reasonable and practicable, reductions in staffing will be managed through natural attrition, voluntary separations, pre-retirement contracts, leave without pay, voluntary conversion to part-time employment, annual leave, long service leave, secondment, internal transfer or placement.

63.5.5 The University will, where reasonable and practicable, take steps to avoid involuntary redundancy, however nothing in this clause prevents the use of provisions of Clause [64], Redeployment and Redundancy.

63.5.6 Line management, staff members and their Union or other nominated representative will not unreasonably frustrate the consultation and implementation process.