

# Does the National Framework offer more protections against ‘major change’?

Short answer, no.

**Instead of using the time provided by our current agreements to delay changes and mobilise opposition to them, we will be asked to hand over all responsibility to a committee with 50% management to decide major change processes in just five days, or worse still trust in arbitration from an unknown person.**

One of the selling points of the National Framework has been the claim that it will increase protections for workers against major changes. These types of changes could include course restructures or consolidations, course cuts, restructuring of administrative or work areas, closures of facilities, significant reallocation of duties or workloads. All of these changes are also likely to lead to job losses.

Due to the seriousness of ‘major change’ our enterprise bargaining agreements currently include lengthy sections on the process that management must follow to implement their plans. These can lengthen the time we have to challenge their plans and organise resistance. Multiple rounds of bargaining have been taken up trying to improve and strengthen these arrangements (see examples below).

The National Agreement proposes to suspend all those existing clauses and replace them with a new change management process in a schedule to the enterprise agreement variation. **As yet we have not seen the variation or its schedules.** What we know so far is that a local committee will be given just 5 days to come to agree to a process for making change. This committee is 50% management. If no decision can be made, an ‘independent arbitrator’ will give ‘rapid arbitration’.

Our major change clauses are not perfect, but they are a lot better than what is on the table in the National Framework.

Vote No.

## **The National Framework’s change management process** (from Heads of Agreement doc)

### REDUNDANCIES AND ORGANISATIONAL CHANGE

42. There will be a new change management process in the EAV Schedule, which will be determined on a case-by-case basis by the COVID-19 Temporary Measures Committee (CTMC). The CTMC will consider any proposed change and within 5 working days, attempt to agree to a timeframe and process to consult with affected employees.

Comment [NTEU35]: Protecting Fairness

A local committee that is half Union and half management will determine how change management processes are run. There is no Independent Chair and decisions must be reached by broad consensus.

43. In coming to agreement, the CTMC will take into account the scale of the change and any urgency created by COVID-19. If the CTMC cannot agree to a process, it will be referred to the independent arbitrator for rapid arbitration.

### **What do we have under existing agreements?**

These examples are from the University of Sydney, RMIT and La Trobe University.

#### Example 1 - University of Sydney [Agreement](#)

##### PRINCIPLES

385. Where the University proposes to introduce changes in programs, organisation, structure or technology that are likely to have a significant effect on staff, the University will consult those staff who are directly affected by the proposed changes in accordance with clauses 385 to 394. For the purposes of clauses 385 to 394 “significant effects” include:

- a) termination of employment;
- b) change to the composition, operation or size of the University’s workforce or to the skills required of staff;
- c) elimination or diminution of job opportunities (including opportunities for promotion or continuing employment)
- d) outsourcing of work;
- e) reallocation of a significant proportion of the duties and responsibilities of staff;
- f) restructuring and/or relocation of work units; and
- g) alteration of hours of work that involve changes of the kind specified in (a) to (f).

386. The consultation process set out in clauses 390 to 394 will provide directly affected staff and their unions with a genuine and timely opportunity to exchange relevant information, participate in discussions, and provide feedback on change proposals and implementation arrangements, and to have their views taken into account before final decisions are made. The consultation process will be collegial, but consultation does not necessarily mean that agreement will be reached. If proposals put forward by staff or their unions cannot be agreed to, reasons will be given. For the avoidance of doubt, the obligation to provide reasons does not apply to suggestions provided by staff at the Preliminary Stage in clause 389.

387. The University will ensure that adequate time for consultation and for staff to give feedback is provided in each step of the process and if required staff will be given reasonable time away from their work activities to enable them to participate in the consultation process.

388. At any stage in the consultation process, staff may involve a Representative of their choice, including a Union representative.

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## Example 2 - RMIT University [Agreement](#)

### **28 CONSULTATION AND THE INTRODUCTION OF MAJOR CHANGE**

#### *Ongoing Consultation*

28.1 The University is committed to consulting directly with employees and the NTEU about all matters pertaining to and covered by this agreement and policies affecting them.

28.2 Workplace issues will be discussed in a spirit of cooperation and trust to ensure that employees and the NTEU not only receive information on workplace issues that affect them, but also have an opportunity to contribute their views on those issues. An employee may, at any time, raise issues directly with their relevant University manager. The NTEU may, at any time, raise issues on behalf of employees directly with the Executive Director Human Resources or nominee.

28.3 All employees are encouraged to participate in these processes and to use the various channels provided to have their say on issues of concern to them.

#### *Major Change Consultation*

28.4 The University will notify and consult the affected employees (and their representatives) and the NTEU on proposals to introduce major changes in the University's production, program, organisation, structure or technology that are likely to have significant effects on employees. This notification and consultation will occur as soon as practicable and prior to a final decision being made.

28.5 For the purposes of this clause, 'significant effects' includes:

- (a) termination of employment;
- (b) major changes in the composition, operation or size of the University's workforce or in the skills required;
- (c) any new outsourcing proposals involving work that is currently and actually undertaken by RMIT employees;
- (d) elimination or diminution of job opportunities or job tenure;
- (e) alteration of hours of work/regular rosters;
- (f) the need for retraining or transfer of employees to other work or locations; and/or,
- (g) the restructuring of jobs.

28.6 The University will discuss the changes being considered, the effects the changes are likely to have on employees and will give prompt consideration to matters raised by the employees and the NTEU in relation to the changes, consistent with clause 29.4.

28.7 For the purposes of such discussions, the University will provide in writing to the employees concerned and the NTEU, all relevant material and information about the changes including the

nature of the changes proposed; the expected effects of the changes on employees including the impact of workload changes; strategies for maintaining sustainable workloads and any other matters likely to affect employees, provided that the University will not be required to disclose confidential information, the disclosure of which would be inimical to the University's interests.

28.8 Where the change proposed is a change to the employees' regular roster or ordinary hours of work, the University will:

- (a) provide information to the employees about the change;
- (b) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (c) consider any views given by the employees about the impact of the change.

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### Example 3 - La Trobe University [Agreement](#)

#### **9. Managing Change**

9.1 This clause applies if the University:

- (a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that may have a significant impact on Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

9.2 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

Major change

9.3 In this clause, significant impact includes:

- (a) the termination of the employment of Employees;
- (b) major change to the composition, operation or size of the University's workforce or to the skills required of Employees
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (d) the alteration of hours of work;
- (e) the need to retrain Employees;
- (f) the need to relocate Employees to another workplace or location;
- (g) the restructuring of jobs; or
- (h) outsourcing of functions.

9.4 For a major change referred to in subclause 9.1(a) the University will advise the affected Employees and NTEU in writing of the proposed change as soon as practicable and consult with the affected Employees and NTEU in accordance with sub-clauses 9.5 to 9.9.

9.5 As soon as practicable and prior to a final decision being made, the University must:

(a) consult with the relevant Employees and NTEU about:

(i) the introduction of the proposed change;

(ii) the effect the proposed change is likely to have on the Employees; and

(iii) measures the University is taking to avert or mitigate the adverse effect of the proposed change on the Employees; and

(b) for the purposes of the consultation provide, in writing, to the relevant Employees and NTEU:

(i) the rationale for the proposed change including relevant information relied on in proposing the change (if applicable);

(ii) the details of the proposed change;

(iii) who may be affected by the proposed change;

(iv) the likely impact the proposed change will have on the positions of the affected Employees;

(v) organisational charts detailing the proposed change, where relevant;

(vi) the likely impact upon workloads in the area; and

(vii) the draft implementation timetable.

9.6 However, the University is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives.

9.7 The University will allow reasonable time for consultation and must give prompt and genuine consideration to matters raised by the relevant Employees and the NTEU, with the view to reviewing the intention to change, and to identifying means to mitigate any adverse impacts associated with the proposed change. When reasonable attempts to avoid forced redundancy have been unsuccessful the University may use the Redundancy Procedures set out in this Agreement.

9.8 As early as practicable after reaching a final decision to make changes the University will confirm its final decision in writing to the relevant Employees and the NTEU, including advising how feedback received during the consultation period was taken into consideration.

9.9 To the extent that the final decision is materially different to the original proposal and the differences have adverse effects on Employees, the University shall consult with the affected

Employees and NTEU in relation to the differences and give prompt consideration to, and feedback on, matters raised in such consultations.

9.10 Vacant positions arising through the organisational change will, where possible, be filled by redeployment of existing Staff who no longer have a position as a result of the final decision to change or whose positions have been declared redundant.

9.11 For the avoidance of doubt, the redeployment process does not preclude reasonable interview or assessment to determine whether the position is a suitable vacant position or, a competitive merit based selection process where there are multiple Staff seeking transfer or redeployment.

*Change to regular roster or ordinary hours of work*

9.12 For a change referred to in subclause 9.1(b):

- (a) the University must notify the relevant Employees of the proposed change; and
- (b) subclauses 9.13 to 9.16 apply.

9.13 As soon as practicable after proposing to introduce the change, the University must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion provide to the relevant Employees:
  - (i) all relevant information about the change, including the nature of the change;
  - (ii) information about what the University reasonably believes will be the effects of the change on the Employees;
  - (iii) information about any other matters that the University reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

9.14 However, the University is not required to disclose confidential or commercially sensitive information to the relevant Employees.

9.15 The University must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

9.16 In this clause relevant Employees means the Employees who may be affected by a change referred to in clause 9.1(b).