



# Procedure: Managing change

## Purpose

To outline the University's procedure for managing major workplace change in accordance with the Organisational Change and Consultation provisions within the [ANU Enterprise Agreement](#).

## Procedure

### Managing change

1. The sound management of major workplace change involves timely consultation and involvement of the staff members who will be directly affected by the change, and where the staff members have chosen, their union or staff representative(s).
2. A staff member is considered to be directly affected where the introduction of major workplace change is likely to have a significant effect on the staff member's work practices or working conditions. Specifically:
  - a. ceasing employment due to redundancy;
  - b. elimination or reduction of job opportunities (including changes to job responsibility levels);
  - c. restructuring of jobs;
  - d. the need to significantly retrain staff;
  - e. transfer of employment to another work location outside of the Australian Capital Territory;
  - f. major change to the composition, operation or size of the workforce or to the skills required by staff members; and/or
  - g. change to hours of operation.
3. Where the University proposes to make changes to a staff members' regular roster or ordinary hours of work, subclauses 68.1-68.3 of the ANU Enterprise Agreement will apply.

## **Preliminary consideration of change**

4. Informal discussions or the consideration of workplace change issues, which may or may not lead to the development of a specific change proposal, do not require a formal change proposal.
5. When informal discussions lead to the development of a formal change proposal, such discussion should involve all staff likely to be directly affected as soon as practicable.
6. The formal change process will not apply where all staff in a work area who are directly affected by a change proposal have been involved in consideration of the change and those staff members agree with the proposed change, or where there is no significant impacts on staff (such as a change in reporting arrangements). The University will notify the relevant union where significant change affect a work area.
7. If the affected staff members or their union or staff appointed representatives advise the University that they do not agree with the proposed change, then the formal change process will commence.

## **Formal change proposal**

8. Where there is a specific change proposal, the University will issue a consultation paper to directly affected staff members and the relevant union(s).
9. The consultation paper will be issued to staff members and the relevant union(s) at or within five days of a meeting arranged for the purpose of consultation on the change proposal. There will be reasonable notice of the meeting for unions to arrange representation and adequate time for the directly affected staff member to organise their participation in this meeting.
10. The consultation paper will include, where appropriate:
  - the extent and nature of the change proposed;
  - reasons and aim for making the change;
  - a description of proposed staffing changes;
  - timeframe for change; and
  - relevant documents which have led to the change; and
  - wherever possible, a range of options for affected staff and the relevant union(s) to consider.
11. Directly affected staff and relevant union(s) will be provided with opportunity to be actively involved in the examination of the change proposal. This may include opportunity to:

- hold a meeting(s) of employees to discuss and examine the change proposal and develop responses;
  - upon request, hold a meeting(s) with the relevant delegate to discuss the proposal
  - provide a response to the change proposal and any further recommendation papers prepared by the University.
12. If directly affected staff are in agreement with the proposed change, a formal notification will be provided to the relevant union(s) and the University will proceed with implementation.

### **Implementation paper**

13. Following the consultation process defined in clauses 8 to 12 (above), the University will issue an implementation paper.
14. The implementation paper will include:
- genuine consideration of matters raised about the major change by the affected staff and staff appointed or union representatives;
  - any changes recommended and the rationale for such changes, the timeframe for implementation;
  - the identification of surplus and/or new position(s), including a description of changes in functional activities; and
  - supporting documentation (such as position descriptions, business plans, and project plans), where relevant.
15. Directly affected staff members and the relevant union(s) will be issued with a copy of the implementation paper, be consulted over the implementation paper and will have an opportunity to comment on it.

### **Implementation of change**

16. At the point of implementation of any recommendation included in the implementation paper, and resulting in changes referred in to clause 2 (above), any matter regarding the particular employment conditions of the directly affected staff member will be negotiated with that staff member. The staff member may request that the union be a party to these negotiations.
17. Where the duties of a position are significantly changed, or there are new position(s) created, staff who previously held positions in the work area which have been (or are intended to be) made surplus will be considered first for those positions.

18. Where duties of a position have not significantly changed, the incumbent will continue to hold the position.
19. Where it is recommended that there will be a loss of positions, directly affected staff members will be notified in writing and will be advised that they have a period of at least five working days to submit an expression of interest in any of the following measures:
- fixed term pre-retirement agreement;
  - voluntary conversion to part time employment;
  - permanent transfer;
  - redeployment; or
  - voluntary separations, including an early termination in accordance with the [ANU Procedure: Redundancy and severance](#).
20. This advice will signal the commencement of a twelve week period in which the staff member may be redeployed. It is the University's responsibility to ensure redundancy packages are used as a last resort.
21. The process for redeployment and redundancy payments is provided in the [Redeployment](#), and [Redundancy and Severance](#) procedures respectively.

### **Contracting out/labour hire**

22. The University may make intermittent use of contract labour to meet a short term need for particular expertise or a period of high demand for particular activities which cannot be met from existing staff resources.
23. It is recognised that University has an ongoing need to use specialized external advice and assistance on a variety of projects and assessments.
24. Before engaging any contractors and/or labour hire firms beyond the circumstances outlined in clause 22 above, the University will genuinely consult with relevant directly affected staff members and their respective union/representative. This consultation will provide an opportunity to comment on the scope of works to be contracted out and, where applicable, the conditions established in the tender documents. This consultation will also present an opportunity to consider reasonable options for undertaking the work using in-house staff. In this consultation, the University will communicate with the relevant staff and their respective union/representative issues including:
- safety;
  - anticipated number and qualifications (relevant to their expected role) of contract/labour hire staff;

- alterations in the working conditions for staff members covered by the ANU Enterprise Agreement caused by the proposed use of contractors or labour hire companies;
- appropriate induction and site training (including Occupational Health and Safety) for contractor staff; and
- the likely duration of the contracting arrangements.

25. In the process of this consultation, the University is not required to disclose confidential or commercially sensitive information to the relevant staff or their respective union/representative.

26. The University must ensure that any contractor or labour hire companies have established industrial bona fides (which can be a current Enterprise Agreement) and are paying staff in accordance with the applicable industrial instrument or relevant industry agreement (such as 'Clean Start').

27. Disputes under this clause may be resolved under the dispute avoidance and settlement clause of the Enterprise Agreement.

28. Any outsourcing proposal that would have an impact on members of staff will be subject to the managing change provisions prescribed in this procedure, except where this is not practicable in cases of emergency or in circumstances where buildings, plant, equipment, services or health and safety are threatened and appropriate University staff members are not readily available.

## Document information

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| Title               | Managing change   |
| Document Type       | Procedure   |
| Document Number     | ANUP_000490   |
| Version             | 8   |
| Purpose             | This document provides support to the Managing change policy and outlines the University's procedure for managing change. |
| Audience            | Staff, Staff-Academic, Staff-Professional   |
| Category            | Administrative  |
| Topic               | Staff   |
| Subtopic            | Other   |
| Effective Date      | 23 Mar 2018   |
| Review Date         | 31 Jan 2024   |
| Responsible Officer | Chief People Officer  |
| Approved By         | Chief Operating Officer (COO@anu.edu.au)  |
| Contact Area        | Human Resources Division (director.hr@anu.edu.au)   |
| Authority           | ANU Enterprise Agreement 2017 – 2021  |
| Printed On          | 9 Jun 2023  |

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