

## PART 2 – CONSULTATION AND DISPUTE RESOLUTION

### 9. NOTIFICATION AND CONSULTATION ABOUT CHANGE

#### 9.1 Company Duty to Notify

Where the Company is likely to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Company undertakes to notify the Employees who may be affected by the proposed changes and the National Secretary and relevant Branch Secretary of the Union.

Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of Employees to other work or locations, the restructuring of jobs

#### 9.2 Company Duty to Discuss Change

The Company undertakes to discuss with the Employees affected and the Union in good faith, inter alia, the introduction of the changes referred to in Clause 9.1 and 9.2, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and give prompt consideration to matters raised by the Employees and/or the Union in relation to the changes.

The discussion shall commence as early as practicable after the Company has determined it is likely to make the changes referred to in Clause 9.1 and 9.2. Prior to such discussion occurring, the Company undertakes to provide in writing to the Employees concerned and the Union, all relevant information, provided that the Company is not required to disclose confidential information, the disclosure of which would be contrary to the companies interest, about the changes including the nature of the proposed changes, the expected effects of the changes on Employees and any other matters likely to affect Employees.

The Company, Union and employees must act in good faith in relation to the consultation and the procedure provided within this Clause.

#### 9.3 Dispute about Proposed Change

Where the Company has complied fully with the notification and consultation prerequisites provided herein and the Company makes a decision to implement change in the workplace and the Union disagrees with that decision, the Union shall refer the matter in dispute to Fair Work Australia for conciliation and/or arbitration in conformity with the dispute resolution procedure contained herein. Whilst the matter is being dealt with by Fair Work Australia, the work will continue under the conditions and arrangements that existed prior to the notification of change.

#### 9.4 Implementation of Agreed Change

Where the above notification and discussion has taken place and the Company has given careful genuine consideration of the views of Employees and when the Union and the employees have agreed to the change, the Company may implement the change and that change shall take place no earlier than fourteen days after the