

THE BENEVOLENT SOCIETY ROUNDTABLE TERMS OF REFERENCE

PARTICIPANTS AND LOCATION

1. The Roundtable will be held at 2E Wentworth Park Road, Glebe, NSW and Skype or any other location as advised by TBS management from time to time.
2. TBS will endeavour to be represented at the Roundtable by, as a minimum, the following representatives:
 - (a) TBS Human Resources team – two representatives; and
 - (b) TBS management (Director or Executive Director) - one representative.
3. TBS management may invite to any specific Roundtable meeting any other TBS representative from any business unit or business location, necessary for the facilitation or progression of discussion of a specific issue at that specific meeting.
4. TBS employees, including employees of The Benevolent Society, Inclusive Directions Inc and Benevolent Australia – Disability Services, are entitled to be represented at the Roundtable by the following representatives:
 - (a) the Australian Services Union (**ASU**) - one employee representative;
 - (b) United Voice (**UV**) – one employee representative;
 - (c) the Independent Education Union (**IEU**) - one employee representative;
 - (d) the Community Public Sector Union (**CPSU**) - one employee representative; and
 - (e) an additional two employee representatives,
(collectively, **Employee Representatives**).
5. The additional two employee representatives will be elected by TBS employees, from those expressing an interest for nomination, for a two year period as representatives of all TBS employees and not of a particular union membership group or functional working group.
6. Each Union in 4 (a) to (d) above are entitled to be represented at the Roundtable by one representative who is an official of that Union (collectively, **Union Representatives**).
7. TBS management will endeavour to provide 28 days' notice of the time, date and location of each Roundtable to the Employee and Union Representatives.
8. TBS will support travel to the meeting for one meeting each calendar year for each allocated role of Employee Representatives under clause 4 (a) to (d) (regardless of whether different individuals fill these roles on a rotating basis) and for one meeting for each of the two elected Employee Representatives elected under clause 5 (e).
9. Each Union must provide TBS management with 7 days' notice of the name and title of the Employee Representative and Union Representative who will attend the Roundtable on their behalf.
10. Employee Representatives may be paid their ordinary hourly rate to attend the Roundtable, as well as two hours at any time prior to each Roundtable to discuss matters relating to it with those that they represent. The two hours of preparation must be used in periods of 1-hour blocks and

approval must be obtained from their local manager in advance, and such approval must not be unreasonably withheld.

11. This meeting is a consultation meeting of employee representatives and management, and is not a "meeting with management" (however so described).

PURPOSE

12. The purpose of the Roundtable is for TBS and the Employee Representatives to discuss matters of mutual interest and concern, including:
 - (a) issues that have a direct and significant effect on TBS employees;
 - (b) issues that have a major impact on TBS in the short or long term;
 - (c) a change to employees' rosters or ordinary hours of work that have a significant effect;
 - (d) any grievances or concerns of TBS employees which may have a significant effect on any group or sub-group of employees. This does not include individual concerns or grievances.
13. For the purpose of clause 12 of these Terms of Reference, "significant effect" means major changes in the composition, operation or size of TBS's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work across work areas, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
14. Reasonable notice will be given by each of the parties of any subject, issue or concern that party intends to raise for discussion at the Roundtable. Employee and Union Representatives should endeavour to provide 14 days' notice of any matters that they wish to discuss at the Roundtable, and where this is not provided acknowledge that Management may not be in a position to fully discuss the matter.
15. The Roundtable is not to be used as a forum to raise:
 - (a) issues that are related to an individual employee;
 - (b) matters that have been raised as a dispute (either formally or informally) by an industrial association, such as a union,
 - (c) matters that are currently being dealt with by external complaints/regulatory bodies, including the Fair Work Commission;
 - (d) matters relating to the decision to terminate the employment of employees;
 - (e) matters that form part of enterprise bargaining; and
 - (a) other matters (as advised from time to time) that are not consistent with clause 12 of these Terms of Reference.
16. Whilst endeavours will be made to provide information relating to the clause 12 of the Terms of Reference prior to the matter being implemented, all parties acknowledge that this may not be practical in all circumstances. This is particularly noting that the meetings are generally held on a quarterly basis.

PRINCIPLES

17. The Roundtable is intended to be an open discussion between the parties in which each party can express their views and exchange information in the spirit of genuine trust and collaboration.

18. All parties agree to share information and discuss issues in a timely, respectful and professional manner.
19. TBS is not required to disclose information that is confidential. All parties acknowledge that any information that is shared during the Roundtable that is identified as confidential is not to be disclosed outside of the Roundtable.
20. The Employee Representatives acknowledge that consultation does not require agreement and nothing in these Terms of Reference abrogate the rights of TBS to make final decisions about any business or operational matter.
21. No Union or Employee Representative can insist on “status quo” being maintained as a result of feedback or discussion from the Roundtable.

ROLES AND RESPONSIBILITIES

22. The TBS representatives will endeavour to provide:
 - (a) relevant, fulsome information in a timely manner about matters set out in clause 12;
 - (b) provide the Employee Representatives with the opportunity to provide any feedback and/or suggestions about any measures for mitigating any adverse effects on the employees;
 - (c) provide the details of any final decision that has been made in respect of any matter set out in clause 12.
23. The Employee Representatives will ensure:
 - (a) they provide relevant, fulsome information in a timely manner about any matters set out in clause 12, including:
 - (i) the details of any concerns or grievances of TBS employees which impact on any group or sub-group of employees (and which are not individual concerns or grievances);
 - (ii) feedback or suggestions about any measures for mitigating any adverse effects on the employees of any definite decision about to introduce major changes in programme, organisation, structure or technology that are likely to have significant effects on TBS employees;
 - (b) the information they present represents the employees' genuine concerns, grievances, feedback or suggestions; and
 - (c) they seek to settle any genuine employee concerns or grievances during the Roundtable to the extent possible.

QUORUM, FREQUENCY, CHAIR AND TENURE

24. The Benevolent Society (TBS) will endeavour to hold the Roundtable with Employee Representatives (as defined in clause 4) on a quarterly basis, subject to operational requirements.
25. 50% of Employee Representatives and at least one (1) Management Representative must be in attendance to enable a quorum. Union Representatives, whilst welcome and a contributor to the Roundtable, do not count towards quorum.
26. Where a meeting is held but quorum is not met, then the meeting may either still go ahead but note the lack of quorum, or be cancelled. Unless the Chair determines otherwise, the meeting will be vacated until the next scheduled meeting and will not be postponed.

27. Management will appoint a Chair of the Roundtable. This may be a fixed appointment, rotating at every meeting, or for a set period of time. Management may reallocate the role of Chair at their discretion.
28. Employee Representatives will cease to be a member if they:
 - (a) Resign from the Roundtable;
 - (b) Fail to attend 3 consecutive meetings without providing appropriate apologies to the chairperson
 - (c) Fail to properly discharge their duties as Roundtable members; or
 - (d) In the case of the additional two Employee Representatives, after two years of tenure, where the Roundtable member may nominate themselves again for the position in accordance with the nomination process.