

## TERMS OF REFERENCE

# CONSULTATIVE COMMITTEE (CC)

### 1.0 OVERVIEW

1.1 The following is the Terms of Reference for the ..... Consultative Committee (CC).

1.2 The parties to CC are:

1.3 The CC will facilitate meaningful consultation between the employer and relevant unions regarding industrial issues impacting on or which may impact on the ..... workforce. Consultation will be conducted in a reasonable manner based on the merits of the issue/s being discussed.

1.4 As outlined in clause 7.2 of the *State Government Departments Certified Agreement 2006* (the Core Agreement) the function of the CC is to consult on a broad range of issues and is not confined to matters arising from the Core Agreement.

The Core Agreement also makes the following references to CCs:

#### ***Organisational Change and Restructuring***

*Clause 5.3 (3) – All Government departments and agencies covered by this agreement will advise their Consultative Committee (CC) of their intention to implement changes that may affect the employment security of employees, prior to the commencement of any planned changes.*

*Clause 5.3(4) – It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the CC (or equivalent) in a timely manner either party may refer the matter to the Central Consultative Forum (CCF) for resolution.*

*Clause 5.3(5) – The parties agree that agencies should report to unions on a quarterly basis the current status of employment practices within the agency. This report should be provided on a quarterly basis at the CC. Specifically, the report should detail the following:*

- (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;*

- (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;*
- (c) any significant variance in the number of permanent employees; and*
- (d) the conversion of temporary employees to tenured status.*

### **Reasonable Working Hours**

*Clause 14 (2) – In addition, the parties agree that each CC will deal with the issue of workload management. The activities of the CC in the area of workload management should include, but not be limited to, the following:*

- a) To undertake research on local workload management issues;*
- b) To address specific workload issues referred by staff of work units, union officials and/or management;*
- c) To develop expedient processes for referral of workload issues to the CC;*
- d) Based on research, develop strategies to improve immediate and long term workload issues; and*
- e) To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee.*

**1.5** All parties will act with appropriate courtesy, honesty, respect and dignity towards each other.

**1.6** The parties acknowledge that Government Agencies are committed to an effective public sector, delivering quality services to Queenslanders to support the Government's priorities and obligations to the community. The public sector will strive for improvements in service delivery, improved efficiency and effectiveness of its operations and activities.

**1.7** All parties accept that the following legislation in particular applies to the Agency for the purposes of consultation and decision making:

- *Industrial Relations Act 1999 (Qld)*
- *Public Service Act 1996 (Qld)*
- *Public Sector Ethics Act 1994 (Qld)*
- *Financial Administration and Audit Act 1977 (Qld)*

## **2.0 DEFINITIONS**

**2.1** Consultative Committee (CC) – The CC is the principal consultative body for unions and Agency management. Outcomes of the CC are determined by consensus, rather than by voting.

**2.2 Central Consultative Forum (CCF)** – The CCF is a joint union/employer forum comprising senior officers from relevant unions and central agencies of the Queensland Government. The main function of the CCF is to oversee the implementation of the Core Agreement.

**2.3 Consultation** – The parties agree that consultation requires the exchange of timely information and a genuine desire for the consideration of each party's views before making a final decision. It is acknowledged that the employer is the decision maker.

### **3. STRUCTURES, PROCESSES AND MECHANISMS**

**3.1** The composition of the CC should reflect the status as the principal union/management consultative body. It should consist of an equal number of Agency and union representatives including the Agency's chief executive (or authorised delegate).

**3.2** The number of representatives shall be agreed between the parties. Management shall determine who the management representatives will be. Combined unions shall determine who the union representatives will be. Unions will notify management of changes in representatives when any such changes occur.

**3.3** The CC shall at all times operate on a consensus basis. Unresolved matters may be referred through to the CCF by either party.

**3.4 Chairperson** – The CC shall have joint chairpersons (one union and one management). For the purposes of meetings, this role will alternate between the management and union chair. The chief executive (or authorised delegate) will be the chairperson for management. The unions will nominate a representative who will evenly share the role of Chairperson. Either party may re-appoint to their chairperson position and either Chairperson may call special meetings of the Committee if required and by agreement, act as spokesperson for the Committee.

**3.5 Other Participants** – Where agreed between the parties, the CC may invite or approve of other persons attending meetings. Such persons do not assume membership of the committee. CC members must be notified of invited attendees at least 7 days in advance so any objections can be raised.

**3.6 The Secretariat** – A Secretariat shall record and prepare minutes, prepare agendas, correspondence and perform other relevant administrative tasks.

**3.7 Frequency of Meetings** – It is recommended that the CC convene at least

eight (8) times annually. This number may be varied by agreement of the parties. Timing and scheduling of meetings is by agreement between unions and management. The CC will continue to meet until such time as the parties agree any alternative arrangements.

**3.8 Attendance at Meetings** – CC members will attend meetings or provide an authorised proxy. A breakdown in the functioning of the CC allows either party to list refer the functioning of the CC to the CCF for resolution;

**3.9 Agenda** – Any CC member may submit agenda items. Agenda items, together with discussion papers should reach the Chairperson or the Secretariat not less than one week prior to the meeting. Standing agenda items will be:

- Attendance and Apologies;
- Confirmation of Minutes;
- Business Arising from last Meeting;
- New Business; and
- Next meeting.

The confirmed minutes of the most recent CC meeting will be tabled at each meeting. Provision shall be made in the Agenda to review whether actions agreed upon at previous meetings were implemented or progressed.

**3.10 Minutes of Meetings** – The Secretariat shall minute ‘action’ outcomes of each meeting of the Committee. Draft CC Minutes should be circulated within 10 working days of the meeting to each CC member. A copy of the confirmed Minutes are to go to the CCF Secretariat where requested.

**3.11 Confidentiality** – Parties on the CC acknowledge that certain issues under examination may be confidential and/or sensitive. CC members and the Secretariat shall ensure that any confidential information remains as such and confidential information should be declared as such prior to tabling. If a member of the CC does not accept the material as confidential then the party may elect not to table the information.

## **4.0 OBJECTIVES**

The objectives of CC shall include but not be limited to:

- (a) Consulting with relevant industrial parties in relation to the Agency’s industrial issues, workforce strategy and organisational change; and
- (b) Implementation and monitoring of relevant provisions of the Core Agreement.

## **5.0 GRIEVANCE AND DISPUTE SETTLING**

CC members will use their best endeavours to co-operate in order to avoid grievances or disputes arising. However, if consensus does not occur the

grievance and dispute settlement procedures as prescribed in the Core Agreement as Part 13 shall apply.