



# **CODE FOR PROFESSIONAL CONDUCT**

## **Definitions and Interpretation**

### **1. Definitions**

- 1.1** ***APRSCA** means a person holding accreditation as an Accredited Professional RCSA;*
- 1.2** ***Candidate** means a person who seeks the services of a Member in order to find work in a direct or on-hired capacity, whether as an employee, independent contractor, officer or otherwise and includes a prospective Candidate;*
- 1.3** ***Client** means a person other than a Candidate who seeks an Employment Service and includes a prospective Client;*
- 1.4** ***Code** means this Code for Professional Conduct;*
- 1.5** ***Confidential Information** includes any information that may reasonably be regarded by the person who receive it or from whom it was obtained as being information that should not be used or disclosed without the permission of the person from whom it was obtained;*
- 1.6** ***Consultant** means a person who is engaged by a Member, whether as an employee, contractor, officer or otherwise, in connection with the provision of an Employment Service and includes a prospective Consultant;*
- 1.7** ***Corporate Membership Category of Service** means any category of service recognised by the Board of RCSA as being of a type characteristically provided by a Corporate Member and includes an On-Hired Employee Service, a Contracting Service, a Contractor Management Service, a Recruitment Service, and a Workforce Consulting Service as defined in RCSA Corporate Membership Categories at Service as at the date of authorisation of this Code; but does not include a migration service of a type which by law in Australia or New Zealand may only be provided by a registered migration agent.*
- 1.8** ***D&DRP** means the Disciplinary & Dispute Resolution Procedure approved by the Board of RCSA from time to time;*
- 1.9** ***Employment Service** means any category of service recognised by RCSA as a Corporate Membership Category of Service;*
- 1.10** ***Member** means a person who holds any category of Membership of RCSA that is recognised under its Constitution and who has signed, or is required by the Board to sign, a Statement of Commitment; and includes an APRCSA;*
- 1.11** ***Professional Practice** means practice connected with or in the course of providing an Employment Service*
- 1.12** ***Statement of Commitment** means a statement of commitment to abide by the Code and the D&DRP, which statement may be in the form approved by the Board of RCSA from time to time;*

**1.13 Transition Dealings** means dealings for the transition of on-hired Candidates from their Employment Service supplier in response to a Client's requirements.

**2. Interpretation**

- a. *The Schedules of the Code form part of the Code.*
- b. *Neither the Schedules nor the eight Specific Principles stated in the Code limit or derogate from the General Principles.*
- c. *The Schedules and the eight Specific Principles stated in the Code operate in addition to and in support of the General Principles; but are limited in their application to conduct in the course of or connection with a Member's Professional Practice.*
- d. *This Code stands as the Code for Professional Practice wherever that expression is used in the Constitution.*
- c. *A Statement of Commitment operates as an implied contract between Members and between Members and RCSA effective upon a Member's retaining Membership after its terms have been notified to the Member' at his/its address for notices last noted in RCSA's records.*

## **CODE PRINCIPLES**

### ***General Principles***

1. Members must observe a high standard of ethics, probity and professional conduct which requires not simply compliance with the law; but extends to honesty, equity, integrity and social responsibility in all dealings and holds up to disclosure and to public scrutiny.
2. Members' must not engage in any form of conduct that is prejudicial to the objects of the RCSA.

### ***Principle 1 – Confidentiality and Privacy***

1. Members must take reasonable steps to maintain the confidentiality and privacy of information obtained in the course of their professional practice.
2. Members must take reasonable steps to ascertain the conditions of confidentiality attaching to any information they collect before collecting that information.

### ***Principle 2 – Honest Dealings***

1. Members must act honestly in all dealings with Candidates, Clients, Consultants, Members and the public.
2. Members must not knowingly:
  - (a) make false statement of material fact;
  - (b) fail to disclose a material fact;
  - (c) make representation as to future matters without having reasonable grounds for making it.
3. Members who place job advertisements must take care that the advertisements accurately describe what, if any, jobs are available and that all information given about a job before or at an interview with Candidates is accurate and not misleading.
4. Members must only advertise permanent positions for which they have permission to recruit.
5. All fees, charges and services provided must be explicitly and fully disclosed to Clients prior to the acceptance of an assignment, or prior to any work being undertaken for a Client.

***Principle 3 – Respect for Work Relationships***

1. Members must not undertake actions that may unfairly or unlawfully jeopardise a Candidate's engagements to perform work.
2. Members must not undertake actions that may unfairly or unlawfully interfere in work relationships established by others.
3. Members must not attempt unfairly or unlawfully to prevent a Candidate from seeking work from other sources.
4. Members must act lawfully, fairly and ethically in respect of their involvement in Transition Dealings.

***Principle 4 – Respect for Laws***

1. Members must comply with all legal, statutory and government requirements.
2. Members will not engage in any form of collusive practices.
3. Members shall take reasonable steps to ensure, so far as practicable, that all new employees, Contractors, Consultants and Candidates honour their legal obligations to their previous employers and principles.

***Principle 5 – Respect for Safety***

1. Members must act diligently in assessing occupational health and safety risks for which they are statutorily responsible.
2. Members must not knowingly subject Candidates, Clients, Consultants and staff, or Members of the public to any significant safety risk without their informed consent.
3. Members shall inform their temporary/contract workers whenever they have reason to believe that any particular assignment causes an occupational health and safety risk.

***Principle 6 – Respect for Certainty of Engagement***

1. Members must ensure that Candidates are given details of their work conditions, the nature of the work to be undertaken, rates of pay and pay arrangements.
2. Members must take reasonable steps to ensure that any material variations to the engagement of a Candidate only occur with prior agreement of the Candidate, Client and Member as the case may be.
3. Members must take reasonable steps to ensure the certainty of their engagement:
  - a. by a Client to provide an Employment Service – extending to such matters as:

- i. position description and duties;
  - ii. inherent requirements of the position;
  - iii. remuneration and conditions attaching to the position;
  - iv. any reference, background, or suitability check required by the Client to be performed in respect of the position;
  - v. disclosure of Client;
  - vi. disclosure of Candidate information, assessment or valuation;
  - vii. agreement regarding all relevant terms of business including any guarantee;
- b. by a Candidate – extending to agreement regarding all matters relevant to the Member's representation of the Candidate.

***Principle 7 – Professional Knowledge***

1. Members must work diligently to develop and maintain a satisfactory and up to date level of relevant professional knowledge.
2. Members must ensure that their staff are adequately trained and skilled to undertake their responsibilities.

***Principle 8 – Good Order***

1. Concerns regarding Member misconduct will be referred to the RCSA Ethics Registrar to be dealt with in accordance with the D&DRP.
2. Members must bring to the attention of the RCSA any violations of this Code by any member at the earliest possible time.
3. Members are encouraged to use process of negotiation, mediation and arbitration in order to resolve disputes and must endeavour to do so wherever practicable.

## SCHEDULE 1

### **Application Guidelines and Recommendations – Transition of Workers – Guidelines for Ethical Conduct – reference Principle 3**

1. Members should be aware and acknowledge that in an open and competitive market place, circumstances may arise when a Client wishes to change Employment Service suppliers.
2. Members should also be aware and acknowledge that Members invest significant amounts of work, money, time and intellectual resources in establishing relationships with Clients, developing critical understandings of Clients' and Candidates' needs, training Candidates in systems of work for Clients, and inducting Candidates in preparation to undertake work for Clients. Those investments contribute to Members' goodwill and support significant business capital, which is of value to Members and which Members are entitled to protect by lawful means.
3. This Guideline and Recommendation will apply in cases where a Member seeks to transition on-hired Candidates from their Employment Service supplier in response to Client requirements.
4. Stakeholders in the transition arrangements may include the Members or other Employment Service suppliers involved in the transition, the Client, the Client's customers and the on-hired Candidates themselves.
5. Unless there are compelling reasons to the contrary, Members should give written notice to the incumbent Employer Service supplier if they require to effect a transition of on-hired Candidates from that supplier in response to Client requirements (a "transition request").
6. In making transition arrangements, Members must give due consideration to the interests of all stakeholders.
7. Members must use reasonable endeavours to ensure that transition arrangements are managed in a professional manner and they are designed to minimise disruption to stakeholders. To that end RCSA recommends that Members ought to give consideration to and make suitable arrangements:
  - a. for the orderly continuation of business;
  - b. to identify and give effect to any relevant contractual or other legal obligations;
  - c. for the orderly transition of workers. This will usually require that the incumbent Employment Service supplier be permitted to be first to inform its Candidates of the circumstances that have led to the transition request. The incumbent Employment Service supplier should notify its Candidates promptly upon receipt of a transition request of circumstances that may be likely to result in change termination or redundancy in the workplace;
  - d. Whilst RCSA does not make any recommendation as to the timeframe within which a transition is to be completed as circumstances will differ from case to case, Members must conduct their Transition Dealings promptly in accordance with good commercial and industrial practice;
  - e. to ensure that Candidates are properly informed of matters relevant to their decision to transition or not to transition;
8. Code Principles 1 (Confidentiality and Privacy), 2 (Honest Dealings), 4 (Respect for Laws), 5 (Respect for Safety), and 6 (Respect for Certainty of Engagement) will also be relevant to transition arrangements and Members should give due regard to the requirements of those principles as they apply to their transition arrangements.
9. Members are encouraged to attempt to resolve any disputes regarding transition arrangements through process of negotiation and mediation.

See Summary Reference (A)



## SUMMARY A TRANSITION FLOWCHART

