



**RECRUITMENT & CONSULTING
SERVICES ASSOCIATION
AUSTRALIA & NEW ZEALAND**

Queensland Government

Finance and Administration Committee review of Labour Hire
Licensing Bill 2017

Submission of

Recruitment & Consulting Services Association (RCSA)

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RCSA Submission Highlights

The Recruitment & Consulting Services Association (RCSA) is pleased to make this submission to the Finance and Administration Committee in its examination of the Labour Hire Licensing Bill 2017.

Key points of this submission include:

1. RCSA strongly supports initiatives to protect vulnerable workers from exploitation however, those initiatives must be pure and free of industrially motivated objectives based upon propping up falling union membership. A failure to establish a response to exploitation that is free of those interests will result in a short term solution to a long term issue that will ultimately disadvantage workers within an increasingly globalised world of work.
2. Examples of exploitation within labour hire have primarily been found in the horticulture industry and, are targeted at migrant workers. There is virtually no evidence of exploitation within other industry sectors within the Committee's inquiry report from 2016 and, therefore, any solution must target that sector and not saddle broader industry sectors with the weight of unnecessary red tape and regulation. When RCSA has requested justification of broad based licensing of 'labour hire', where there is no evidence of exploitation, there has been none. This is completely unacceptable and leads us to believe that the proposed licensing legislation is motivated by union interests alone.
3. If the object of the Bill is to prevent exploitation of workers, there is no the policy justification for broad based licensing where there is no evidence of exploitation in industry sectors that might be described as white collar, pink collar, professional and the like.
4. The interpretation and operation of the Bill is complicated by the extremely broad definition of Labour Hire and will capture a large number of unintended organisations and work arrangements in every sector of the economy and in every corner of Queensland. This ignores existing occupational licensing arrangements and includes examples such as:
 - *A corporate health service that "supplies" a nurse to deliver 'flu vaccinations;*
 - *A religious body that "supplies" a chaplain or pastoral care worker under the Australian School Chaplaincy Programme;*
 - *A first aid attendant "supplied" by one school to another schools sporting event;*
 - *A community organisation that "supplies" a cultural advisor to government or to a business;*
 - *Or, a secondary or tertiary educational facility that "supplies" students on work experience or practical placements.*
5. There are many examples of exploitation in direct hire employment. Exploitation is not limited to labour hire and therefore, solutions to exploitation must not discriminate against the labour hire industry, merely because on-hire workers are less and less interested in union membership and this motivates unions to seek special treatment.

6. This Bill, as it stands, will fail to protect all workers from exploitation and will not stamp out the poor practices of criminal and rogue Labour Hire firms. It will not for example cover contracting and, as a result will leave a huge loophole for workforce contracting firms in the horticulture sector.

The Office of Industrial Relations provided information to members of the Committee at the Public Hearing on 14th June in Brisbane that indicated unscrupulous labour hire firms will simply re-invent themselves as unscrupulous workforce contracting firms. So, if a dodgy exploitative relationship already exists – that dodgy deal will likely remain. The Bill is far too wide on one hand and glaringly defective on the other.

7. This is bad law that will undermine business confidence and will reduce job creation within the State, resulting in bad outcomes for Queenslanders. As a restrictive licensing scheme it over regulates an entire sector and throws up numerous unintended consequences that will further dent the confidence of employers and businesses in Queensland. Queensland business is being traded off against union membership concerns, and this is completely unacceptable.
 - a. The recent Queensland Budget indicated the Government expects zero employment growth in the coming year, and laws such as this will further kill off employment opportunities in Queensland.
8. This licensing scheme is politically motivated, with conditions such as bonds and compulsory insurance left to the discretion of the Chief Executive. This will invite appeals that QCAT is not equipped to handle, third party intervention from ‘interested parties’, and add to the administrative burden already required of Queensland companies.
9. In addition, reporting obligations are both overly onerous and fail any justification. The only grounds for requiring a ‘labour hire’ firm to provide details of the ‘location’ that labour hire workers are working, in sectors outside of horticulture, are to provide unions with an opportunity to focus membership drives. There is no justification for exposing commercial information of suppliers and client businesses, and this will drive business out of Queensland.
10. RCSA has created an audit based certification program for workforce services providers to support the integrity, compliance and professionalism of the industry and, very importantly, provide end-users with a very easy choice between good practice and malpractice. This scheme has been developed in consultation with the National Union of Workers and the Australian Workers Union and is designed to be a-political and free of industrial interests, to ensure that it operates in 15 years, not just 15 months.

The Queensland Government have been invited to participate in the oversight of this scheme to provide confidence around its purpose and application.

- Key features of the Certification program include:
 - An independent audit firm (SGS) manages a biennial audit. High risk companies, either identified through the audit process or by the RCSA, will be required to have annual audits until they are confirmed as meeting the certification standard.
 - RCSA’s Certification focuses on areas beyond the Labour Hire Licensing Bill, and covers six key areas:
 - Fit & Proper Person

- Work Status and Remuneration
 - Financial Assurance
 - Safe Work
 - Migration
 - Decent Accommodation
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- Certified companies will be listed on an online register of *Certified Workforce Services*, and any Workforce Services Provider lawfully carrying on business can apply to be Certified.

RCSA Recommends

1. The Committee recommend the Bill is amended to cover high risk sectors, such as horticulture. It could be expanded (or retracted) to cover other industries when particular trends of exploitation are identified and proven. This is what the Victorian Inquiry recommended.
2. Remove the capacity of 'interested parties' to invoke reviews of licensing, so that the scheme is pure and free from industrial interests.
3. Insert strict criteria on the appointment of the Chief Executive and other officers of the new compliance body, to prohibit appointment of persons with industrial interests, both past and present.
4. We are aware the Bill includes provisions for Mutual Recognition of accreditation schemes. We strongly encourage the Committee to recognise the RCSA Workforce Services Certification program as meeting all requirements of the proposed licensing scheme.
5. The Committee focus the requirements for reporting to include information that workers or users of labour hire services would reasonably expect is available in determining if the provider they are dealing with is reputable and compliant:
 - Licensee's full name and contact details
 - Status of the license and licensee's (ie: suspended, pending actions)
 - The business name, ABN and address of the business that is the subject of the license
 - Is the licensee a Certified Workforce Services Provider, and details of other standards and quality certification held by the licensee.

Introduction to RCSA

RCSA is the peak body for the recruitment and employment industry in Australia and New Zealand, and represents over 3,000 corporate and individual Members with over 60% of Australia's on-hire workers being engaged by RCSA corporate members.

Membership is comprised of businesses which offer services ranging from recruitment and executive search through to staffing and workforce management consulting. RCSA membership also includes individuals that have proudly chosen recruitment and employment services as their profession.

RCSA sets the benchmark for industry standards and provides member value via 4 key channels, including the creation of pathways to professionalism, promoting and protecting the industry, enabling better business and facilitating networking and celebration. All RCSA member businesses, and accredited professionals, agree to abide by the RCSA Code for Professional Conduct. Further information about the RCSA is available from: www.rcsa.com.au

RCSA members assign (on-hire) and place employees and independent contractors within business, government and not-for-profit organisations operating within every industry and State in Australia. They also provide workforce consulting and HR services to improve the productive capacity of Australian business in an ever-changing global economy.

RCSA members, as professional employers and labour market intermediaries, operate in accordance with Australian workplace law and relevant standards. Their knowledge, understanding, interpretation and support of the law is evident in everyday dealings with clients, employees and independent contractors.

All RCSA member organisations and Accredited Professionals agree to abide by the ACCC authorised *RCSA Code for Professional Conduct*.

RCSA Code for Professional Conduct

RCSA has a Code for Professional Conduct (the Code) which is authorised by the ACCC. In conjunction with the RCSA Constitution and By-Laws, the Code sets the standards for relationships between Members, best practice with clients and candidates and general good order with respect to business management, including compliance. Acceptance of, and adherence to, the Code is a pre-requisite of Membership. The Code is supported by a comprehensive resource and education program and the process is overseen by the Professional Practice Council appointed by the RCSA Board. The Ethics Registrar manages the complaint process and procedures with the support of a volunteer Ethics panel mentored by RCSA's Professional Practice Adviser, Barrister Andrew Wood.

RCSA's objective is to promote the utilisation of the Code and our proposed *Employment Services Industry Code* to achieve self-regulation of the on-hire worker services sector, wherever possible and effective, rather than see the introduction of additional legislative regulation. The *Employment Services Industry Code* (ESIC) would, if approved, become a prescribed industry code under Australian competition law.

A copy of the current *RCSA Code for Professional Conduct* is attached as Attachment 1 and further information is available upon request, including information on the process for resolution and enforcement.

Correctly Defining ‘Labour Hire’ is important to interpreting the Bill?

The interpretation and operation of the Labour Hire Licensing Bill 2017 is complicated by the extremely broad definition of Labour Hire that does not take account of the many “worker supply” arrangements, nor existing occupational licensing arrangements and, that will require detailed regulatory exemption in every sector of the economy and in every corner of Queensland.

The test of whether, “*in the course of carrying on a business*” – any business – “*the person supplies to another person, a worker to do work*” is a flawed test.¹

The Bill, though apparently drawing from the definitions used in the UK *Gangmasters Licensing Act* does not distinguish between the *supply* of a worker and the *use* of a worker.²

That failure leads to an inability to distinguish between labour hire and workforce contracting³ and to the inexplicable exclusion of building and construction sub-contracting.⁴

There is no development of what it means to *supply* a worker - even assuming that a worker can be equated to something that can be supplied. Instead, there is only an assumption that such a supply happens, when the worker first starts to do work for the person in relation to the supply.⁵

The Bill has missed all the workforce logistics operations, where a worker may experience exploitation before ever starting to do work. It has missed the risk of exploitation at sourcing and selection, migration, training, accommodation and during demobilisation of workers.

What the Bill seems really to be trying to get at, is a situation where the supposed provider is materially *involved*, in some way, in the arrangement under which the worker performs work for the benefit of the person to whom she or he is supposedly “supplied”. But the legislation gives no sufficient clue as to what a material involvement actually is. And it does not distinguish between types of involvement that do warrant a licence and other types of involvement that do not.

As the Bill stands, given that the only requirement is that a person in the course of some business (any business – not necessarily a labour hire business) “supplies” a worker to another person, the following situations would be covered:

- Service entities of professional legal, accounting and medical practices;
- Centralised payroll, HR and staff administration companies providing services across a group of related entities;

¹ Clause 7(1).

² The Bill appears to borrow the key elements of its definition from ss. 4(2) and (3) of the *Gangmasters Licensing Act 2004* (UK), which focus on the activity of supplying workers. It seems to have missed ss. 4(5), (5) and (6), which focus on the activities of *using* workers, other than in a supply situation, and which are essential for the effective inclusion of agencies that are involved in buffered subcontracting arrangements or the type of tiered or “pyramid” labour supply sub-contracting schemes, which the Fair Work Ombudsman investigated in its Chicken Processing Inquiry.

³ Wood, A (2016) “*Waddles like a duck, quacks like a duck; but occasionally honks!*”, *H.R. & Recruiters Casebook*, March 10, 2016 <https://recruiterscasebook.com/2016/03/10/waddles-like-a-duck-quacks-like-a-duck-but-occasionally-honks/#more-416> accessed 6/6/2017 at 8:53 am.

⁴ Clause 7(3)(b).

⁵ Clause 9.

- A corporate health service that “supplies” a nurse to deliver ‘flu vaccinations;
- A religious body that “supplies” a chaplain or pastoral care worker under the Australian School Chaplaincy Programme;
- A worship leader “supplied” under a “pulpit exchange” programme;
- A first aid attendant “supplied” to a school sporting event;
- A community that “supplies” a cultural advisor to government or to a business;
- A security firm that “supplies” security personnel to a school dance;
- A secondary or tertiary educational facility that “supplies” students on work experience or practical placements;
- An arts and cultural programme that “supplies” roving curators to community museums;
- An animal feed company that “supplies” an agricultural consultant to provide on-farm advice to a farmer;
- Any secondment or worker exchange programme under which a worker is “supplied” to another person;
- An auction house that “supplies” an auctioneer to a community event such as an Alumni Book Fair.

Defining Labour Hire and Workforce Services

For the information of the committee, RCSA has prepared the following descriptions that may assist in better defining the meaning of provider and labour hire services taking into account the many “worker supply” arrangements and common work arrangements.

‘Labour hire’ is an imprecise and commonly misused term. RCSA has not used, nor encouraged, the use of the term for many years and utilises and promotes the term ‘on-hire’ which was incorporated in to Australia’s Modern Awards in 2010.

The confusion associated with the use of multiple terms to describe on-hire worker services has resulted in confusion as to the method of engagement and the provision of correct entitlements to workers.

We are opposed to the use of the term ‘labour hire’ for the following reasons.

- The term is imprecise and non-descriptive.
- The term is, almost wholly, used to describe blue collar occupations within industries such as manufacturing, construction, logistics and mining. The term fails to account for the majority of on-hire occupations within industries such as health, business administration, telecommunications, information and communications technology (ICT), professional services, education, finance and hospitality;
- Queenslanders who found their job through a labour hire firm or employment agency are spread broadly across professional occupations such as: Specialised managers (9,800), Business, human resource and marketing professionals (7,000), road and rail drivers (5,300) and numerical clerks (5,200) being the most common occupations⁶.

⁶ ABS Cat. No 6333.0, Characteristics of Employment, Australia, August 2014: Customised Reports, Unpublished

- The term has grown, in general use, to describe all forms of outsourced labour service including contracting services and does not account for the true elements of genuine on-hire worker services where a worker is assigned to perform work under the general guidance and instruction of a host organisation.
- The term does not account for the method of engagement adopted i.e. employee or independent contractor.

Workers on-hired to a client to work under the client's general guidance, instruction and supervision are also referred to as 'agency workers', 'temporary employees', 'contractors' and a range of other titles.

Outlined below is a selection of terms used within different industries and occupations to assist the inquiry to have a more informed discussion.

Industry / Occupation	Common Terms for On-hire Workers
Manufacturing and Logistics	Labour hire worker
Construction and Mining	Labour hire worker
Health	Agency worker
Media and Communications	Agency worker
ICT	Contractor
Professional e.g. engineers, scientists, managers	Contractor
Hospitality	Temp'
Office Support	Temp'
Agriculture and Horticulture	Labour hire worker
Cleaning services	Contractor
Security services	Contractor

RCSA promotes the use of the term on-hire employee for employees and on-hire contractor and individual independent contractors assigned to work for a host organisation. Collectively we describe both forms as on-hire workers. This terminology allows us to be more descriptive. See below for an example of the descriptive terminology we use in discussions with members, their workers and other stakeholders.

Term	Description
On-hire casual employee	The most common form of on-hire employment
On-hire permanent employee	An employee employed on a permanent basis and on-hired to a client or multiple clients performing an average of 38 ordinary hours per week
On-hire part-time employee	An employee employed on a permanent basis and on-hired to a client or multiple clients performing an average of less than 38 ordinary hours per week
On-hire maximum-term employee	An employee employed on a permanent basis for a specified term yet, with the capacity of the employer to end the employment earlier with notice in accordance with the relevant legal instrument.
On-hire contractor (individual)	An individual independent contractor engaged as an individual (sole trader) independent contractor. Under Australian taxation law the hirer (engaging firm) is required to withhold PAYG Withholding tax and submit it to the ATO.

On-hire contractor (incorporated)	An individual independent contractor engaged as an employee of a company which is typically controlled by the same individual as a sole or joint Director. There are examples where the individual will be an employee of a larger, multiple employee, company where the company nominates a key person for the completion of the work on assignment.
On-hire worker	A general term used to describe either an on-hire employee or contractor.
Host organisation	The client receiving the on-hire worker service which is also responsible for providing general guidance, instruction and supervision to the on-hire worker/s.

RCSA submits that the absence of precise and consistent terminology in the workforce services industry is contributing to confusion, especially when we examine exploitation of vulnerable workers by labour contractors within the horticulture and food processing industries.

RCSA has been instrumental in developing and promoting modern terminology and categories of service with a view to improving the capacity of all stakeholders to have an informed and constructive discussion on the special responsibility and contribution of the on-hire worker service provider within Australia.

RCSA submits that a proper examination of the employment services sector must be more precise and requires an unambiguous understanding of the services provided and the providers, particularly in relation to on-hire worker services and contracting.

The following definitions and categories of service were developed by RCSA to promote a better informed marketplace and a more precise description of on-hire employment services. They can also be found at [RCSA Definitions and Categories of Service](#)

1

On-hire Employee Services

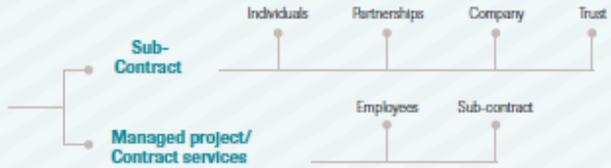
A commercial service where an organisation, in return for an hourly fee, assigns one or more of its employees to perform work for a third party (client) under their general management and instruction.



2

Contracting Services

A commercial service where an organisation, in return for a fee, completes a defined scope of work for a third party (client). Such services may be performed utilising employees or sub-contractors employed or engaged by the service provider.



3

Contractor Management Services

A commercial service where an organisation, in return for a fee, recruits independent contractors on behalf of a third party (client) and, following direct engagement of the independent contractors by the client, the organisation manages the ongoing supply of the independent contractors and their contract performance.



4

Permanent Placement Services

A commercial service where an organisation, in return for a fee, recruits on behalf of a third party (client) candidates that match a desired profile for employment or engagement by the client.



5

Workforce Consulting Services

A commercial service where an organisation, in return for a fee, identifies and/or responds to client workforce issues and implements strategies designed to assist clients to achieve business success.



Understanding the Difference between On-Hire Services and Contracting Services

Despite its misuse 'labour hire' in its pure form, is a simple concept which is characterised by individual workers being employed or, in the case of individual independent contractors, engaged by an on-hire firm and then assigned, or on-hired, to a client controlled workplace to perform work on an hour-by-hour basis under that client's general management and instruction.

In return for the on-hire of a worker on an hourly basis the on-hire firm receives a fee from the client which is based upon the number of hours the worker works on assignment for the client or, in the case of on-hire permanent employees, the number of days or weeks worked. The fee structure is typically inclusive of the following components:

- a) an hourly or weekly wage rate;
- b) allowances, penalties and loadings from an industrial instrument (where applicable);
- c) superannuation;
- d) a workers compensation premium loading based upon the relevant insurance premium percentage established by the relevant insurer in that State or Territory;
- e) payroll tax;
- f) a general insurance loading (in some cases); and
- g) margin (to cover operating expenses and profit).

In an on-hire arrangement the client, or service recipient, is commonly described as the 'host' because the client takes responsibility for supervising and directing the on-hire employee much as they would their own directly hired employees. The use of the term 'host', rather than 'principal', as commonly used in typical contracting services, provides a key insight into the difference between an "on-hire" arrangement and typical forms of "contracting".

In an on-hire arrangement the client takes on significantly more responsibility for an on-hire worker given the worker is, in effect, on loan to the client and is not presented in a way where the contractor is responsible for supervising, instructing and directing the performance of the labour and the contracted outcomes. In an on-hire arrangement a worker is on-hired without additional integrated services, property or special know-how. Additional services may be provided to a client however; those services do not fall within the scope of on-hire services, are not integrated with the on-hire services and are effectively ancillary in nature.

The key indicia of a genuine on-hire arrangement are outlined below.

- a) A Worker is employed or engaged by the On-hire worker service provider.
- b) The On-hire worker service provider pays the Worker and is responsible for paying work-related costs, fees and charges such as wages, penalties, allowances, public holiday payments, leave payments, workers compensation insurance, superannuation, payroll tax (where applicable) and portable leave entitlements (where applicable).
- c) The Worker is assigned to a client, which is otherwise known as a 'host' (Client/Host), and performs personal labour services (the work) for the host employer on an hour-by-hour basis or, in select circumstances, for a specified term.
- d) The Worker performs the work under the general guidance and instruction of the client or a representative of the client.
- e) The On-hire worker service provider does not directly supervise, instruct nor direct the Worker on an hour-to-hour or day-to-day basis.
- f) In select circumstances, the On-hire worker service provider may, at the request of the Client/Host also assign a team leader on an on-hire basis and that team leader may lead the Worker in relation to defined scopes of work. In circumstances where a team leader is also assigned to a Client/Host that team leader will be directly supervised, instructed and directed by the Client/Host or a representative of the Client/Host.
- g) The On-hire worker service provider does not provide plant, equipment or other work related materials with the Worker, other than personal protective equipment or, in circumstances where the Worker is a tradesperson, worker-owned trade tools. The On-hire worker service provider may provide other services to the Client/Host however, those services are ancillary or complementary in nature rather than being an inherent component of an "on-hire" service.
- h) Rosters for the performance of work are typically prepared by the Client/Host and communicated to the Worker and On-hire worker service provider.
- i) The Client/Host will typically maintain the discretion as to whether additional 'labour' is required.
- j) The On-hire worker service provider does not provide systems of work, management systems, intellectual property, work planning, other non-labour services or property to the Client/Host as an inherent component of the service.
- k) The contract between the Client/Host and the On-hire worker service provider provides for the payment of services on the basis of an hourly fee attributable to the performance of work by each Worker assigned to work for the Client/Host on an hourly basis. This may, in select circumstances, extend to weekly fee payment arrangements.

- l) The contract between the Client/Host and the On-hire worker service provider would rarely include commercial terms whereby the On-hire worker service provider's fee is contingent upon the completion of a scope of work or delivery of a result.
- m) In recognition of the labour-only, and unsupervised, nature of the services, the contract between the Client/Host employer and the On-hire worker service provider typically indemnifies the On-hire worker service provider against liability for the inadequate performance of work by the Worker on assignment.

Contracting Services in Contrast

The key element of Contracting Services, in contrast to on-hire employee services, is that the service provider receives a fee for completing 'a defined scope of work'. This fee is commonly a lump sum or fixed fee, rather than an hourly fee. Implied in this is the commercial risk associated with the completion of that scope of work. Unlike on-hire employee services, where the on-hire worker service provider typically receives a fee based on each hour that an on-hire employee performs work for the client/host on assignment, a Contracting Service Provider payment is conditional upon the completion of scopes of work.

Licensing should focus on High Risk Sectors in Queensland

The Queensland Government should focus licensing of the labour hire industry on high risk sectors that present the greatest threat to workers and sectors in which disreputable labour contractors and employers are most prominent.

The Labour Hire Licensing Bill 2017 attempts to cover everything other than:

- Private Employment Agents,⁷ whose licensing scheme was dismantled in 2005, replaced by a comprehensive Code of Conduct regulation that was reviewed in 2015, but never resourced or enforced.
- Sub-contracting in the building and construction industry⁸ – inexplicably in view of the Fair Work Ombudsman’s disclosure of serious exploitation of the Chinese and Filipino feed mill installers.⁹

Not all labour hire firms are created equal. While this Bill will capture labour hire firms that are visible and well-known and already comply with the law and, it will fail to capture dodgy operators that fly below the radar and have no intention of applying for a license and equally dodgy employers that utilise their services .

Committee Chair, Peter Russo MP noted in the Inquiry report:

The majority of labour hire operators appear to be acting in keeping with their legislative requirements as responsible employers.

Horticulture was the only sector consistently identified in the Finance and Administration Committee’s Inquiry Report. There is little evidence provided of exploitation in industries other than horticulture.

Labour contractors are also more likely to be used in high risk sectors because of the seasonal and project nature of the work and the lack of sophistication of many growers when it comes to sourcing and managing a large project workforce.

RCSA recognises that the Bill is likely proposed only as “skeleton” legislation, it would therefore be worthwhile to consider the list of exemptions under the *Gangmasters Licensing (Exclusion) Regulations 2013* (UK), which runs for five pages and includes such obscure classes as the use of a worker by a supplier of animal vaccines to perform vaccinations, and the use of a worker to determine the sex of chickens and other poultry.

It would also be worthwhile to keep in mind that there is an additional set of regulatory exclusions for Northern Ireland.

And, it would be worthwhile to keep in mind that the *GLA* only applies to agricultural work, gathering shellfish, and related processing and packaging work. Queensland has not sought to restrict its licensing scheme to particular categories of work or industry sectors.

⁷ Clause 7(3)(a).

⁸ Clause 7(3)(b).

⁹ FWO (2015) “Chinese, Filipino workers short-changed \$873,000 and housed in overcrowded accommodation”, 20 April 2015, <https://www.fairwork.gov.au/about-us/news-and-media-releases/2015-media-releases/april-2015/20150420-chia-tung-eu-presser> accessed 6/6/2017 at 9:06 am.

RCSA believes there is also strong evidence of high levels of exploitation and non-compliance among direct employers in Queensland across a number of other sectors, among them retail, security, IT and hospitality, including recent FWO actions:

- In the case of the fast food and hospitality industries, in which the Fair Work Ombudsman recently found that only 33% of employers were compliant with all of their workplace relations obligations in their recent report: *National Hospitality Industry Campaign 2012-15 Takeaway Foods (Wave 3) Report – March 2016*¹⁰
- In the case of two IT companies - Konsulteq Pty Ltd and Konsulteq Upskilling & Training Services Pty Ltd, that the Federal Circuit Court found had underpaid workers in excess of \$35,000 and misled and deliberately misclassified them to avoid their workplace relations responsibilities¹¹.
- In the case of the Gold Coast security company Step Ahead Security Services Pty Ltd, and owner Owen Ivor Jennings, that allegedly underpaid eight security guards \$22,779 between May and August, 2014. Mr Jennings has previously been put on notice of the need to pay minimum lawful entitlements¹².
- Or, in the case of dozens of hospitality workers in Canberra that were underpaid more than \$22,000 by their employers, following investigations by the Fair Work Ombudsman.

Victorian Inquiry into Labour Hire Industry and Insecure Work

Selective licensing of high risk industries, horticultural (including the picking and packing of fresh fruit and vegetables), and the meat and cleaning industries, was the recommendation of Professor Anthony Forsyth from the six-month Inquiry into the Labour Hire Industry in Victoria. Professor Forsyth noted in 5.1 of his report:

The evidence provided to the Inquiry shows that there is a problem with the presence of ‘rogue’ labour hire operators in Victoria.

... The problem requires a regulatory solution which addresses each of these underlying causes ... In my view, a sector-specific licensing scheme of labour-hire operators is the best of those options.

Professor Forsyth goes on to note in 5.2:

In devising a regulatory scheme that will address the problem that has been identified by this Inquiry. I am concerned to ensure that the impact on the large proportion of reputable labour hire operators is minimised.

While the workforce services industry is a “high consequence” industry in terms of the way in which poor practice within its operations might directly contribute to exploitation, buyers of workforce services are frequently blind to exploitation in their service networks.

¹⁰ National Hospitality Industry Campaign 2012-15 Takeaway Foods (Wave 3) Report – March 2016

¹¹ [Decision – FWO v Konsulteq Pty Ltd & Ors \[2015\] FCCA 1882 \(30 January 2015\)](#)

¹² <https://www.fairwork.gov.au/about-us/news-and-media-releases/2016-media-releases/february-2016/20160217-step-ahead-litigation>

'Clients quite often don't know or are ignorant to the suppliers illegal trading and employment methods.' RCSA member, National On-Hire firm based in Queensland.

There is evidence of high instances of poor practices and non-compliance amongst labour contractors within the horticulture and high-risk sectors. Just as there is evidence of high levels of exploitation and non-compliance among direct employers in a number of other sectors, among them retail, security, IT and hospitality.

Mutual Recognition of RCSA Workforce Services Provider Certification

The Labour Hire Licensing Bill 2017 includes provisions for Mutual Recognition of accreditation schemes. RCSA has already developed a certification scheme for use within its industry sectors that far exceeds the level of examination proposed within the Bill, and examines the processes and procedures of a Workforce Services Provider. This provides a clear indicator of the practices and capability of a Provider based on conditions and criteria in six key areas:

- fit & proper person
- work status & remuneration
- financial assurance
- safe work
- migration
- suitable accommodation.

The uniform national coverage of RCSA's certification programme, which is available to members and non-members alike, provides a means of resolving complex equivalence questions under mutual recognition processes.

At present, the certification program is undergoing pilot testing. RCSA strongly recommends the Committee consider how the certification programme might be prescribed or approved in order to improve the workability of the Bill and the protection against exploitation that it seeks to afford.

RCSA's Workforce Provider Certification program has the support of a Working Group comprising: NFF, Growcom, AWU, NUW, Voice of Horticulture and PMA, as well support from the Migrant Worker Taskforce through the Department of Employment, and aligns closely with the objects of the Bill, and findings from the Inquiry into the practices of the labour hire industry in Queensland.

The Workforce Services Provider Certification program will:

1. Undertake a rigorous and transparent independent audit of workforce services providers that are required to achieve and maintain certification through initial and ongoing (biennial) audits;
2. Provide a level of assurance for purchasers of workforce services and, those in a service value network, that they are dealing with a reputable and proven workforce services provider;
3. Provide a widely available register of *Certified Workforce Services Providers* allowing buyers to make informed choices;
4. Be available to all workforce services providers, regardless of RCSA membership; and
5. Be paid for by the workforce services providers that seek certification.

The Workforce Services Provider Certification program does NOT:

1. Require the buyer of workforce services, or those in their service network, to be audited or certified unless they are carrying on business as a workforce services provider e.g. sourcing labour for a workforce services provider to employ and hire back to them
2. guarantee every supplier of workforce services is certified, as it is the buyer that gives effect to this program by satisfying themselves that they are using a certified provider; nor
3. replace or supersede the need for *Certified Workforce Service Providers* to meet broader legal obligations.

Fundamental to design of the Workforce Services Provider certification is a belief it is neither fair nor practical to apply a certification requirement only to one party (e.g. a labour hire firm) in a multi-party environment. That is because key roles may be played by many different parties - some of whom will be in a business relationship with the Certified Workforce Services Provider and some of whom will not.

Neither is it fair or practical to impose responsibilities on an agency for matters that are beyond the scope of its effective control or influence.

Parties, who are in a business relationship with a Certified Workforce Services Provider and supply key services, are part of its Service Network and can properly be considered to be within its sphere of influence. For example, an agency can choose not to deal with a recalcitrant or uncooperative party; or it can (and should) withhold services in order to meet its responsibilities and duties of care.

The RCSA Workforce Services Provider Standard therefore adopts a systems approach that focuses on a Certified Workforce Services Provider's stewardship of its Service Network as a primary means of enhancing labour supply chain governance.

For the purposes of the RCSA Services Provider Standard, we treat a **Service Network** as the set of contracts, arrangements or understandings for the performance of any two or more of the following **Service Network Roles** in relation to workers:

- sourcing/selection
- engagement
- mobilisation
- performance of work (by workers)
- management & supervision
- accommodation
- payment
- demobilisation

(Service Network roles).

Service Network participants are the persons with whom the Certified Workforce Services Provider has a contract, arrangement or understanding for the performance of any of the Service Network roles necessary for it to fulfil its purpose and that can be controlled or influenced by the Workforce Services Provider's owners or managers.

Reporting far exceeds reasonable

RCSA strongly recommends the Committee focus the requirements for reporting (Division 2. 31) to that information workers or users of labour hire services would reasonably expect to be available in determining if the provider they are dealing with is reputable and compliant.

As proposed, a majority of the information required is overly onerous and will not be publicly available to the direct buyer of labour hire services. In addition, much of the information required from licensees is already available from Government and industry reporting services.

RCSA fears the wholesale collection and profiling of licensees and industry sectors will again provide no benefit to realising the objects of this Bill, but rather be utilised by 'interested parties' seeking to undermine the labour hire industry.

The confidential nature of contracts that exist between on-hire firms and their clients will also likely preclude the provision of much of the information required in 31 (2), and therefore unnecessarily place the labour hire provider in conflict with the Bill and susceptible to penalties.

The object of the Bill is to protect workers from exploitation. This is most effectively achieved by providing workers and buyers of workforce services with an assurance the labour-hire provider they are working with is reputable and meeting its compliance obligations. This is best achieved by confirming the capability and compliance through certification, and confirming and informing users and buyers of services of that certification.

Due to the broad definition of labour hire and labour hire services, these reporting requirements will also give rise to numerous examples of onerous reporting requirements across a number of sectors for licensed agencies, such as:

- A **Home and Community Care Agency** that on-hires an-average 1,000 care workers per month to assist elderly residents in two and four hour service visits at various locations in Queensland. This agency will likely be required, under 31 (g), to report the type of work, industry and location of work for over **6,000 individual service visits**.
Further concerns also arise around the privacy and confidentiality concerns arising when the home address and description of carer services are required.
- A **small marketing services team** that dispatches 150 promotional staff to leading supermarkets and stores across Queensland to promote new food products. This small Queensland based firm will likely be required, under 31 (g), to report the type of work, industry and location of work for over **2,500 individual promotional visits**.

RCSA strongly recommends the Committee focus the requirements for reporting to information that is most relevant to workers or users of labour hire services in making an informed decision:

1. Licensee's full name and contact details
2. Status of the license and licensee's (ie: suspended, pending actions)
3. Is the licensee a Certified Workforce Services Provider
4. Information about the suspension or cancellation of a license.

Restrictive Licensing Over Regulates an Entire Sector

This Bill is bad law that will be bad news for jobs in Queensland and, bad for Queensland employers.

As a restrictive licensing scheme it over regulates an entire sector and throws up numerous unintended consequences that will further dent the confidence of employers and businesses in Queensland.

RCSA members are very concerned about the implications of this Bill for their businesses and those of their clients. They are also concerned this Bill seeks to license an entire industry which the Committee found:

'Serves an established and important part of employment strategies across a number of sectors'.

'Further, labour hire workers can help to provide a boost to regional economies as a result of the flow-on effects of spending and engagement in the broader local community'.

They are concerned that as employers this Bill will further erode the already shrinking confidence of companies to do business in Queensland.

The labour hire industry employs over 100,000 workers in Queensland. Labour hire also creates jobs and doesn't necessarily replace direct hire employment opportunities.

RMIT University research found that 51% of organisations using on-hire employees would not necessarily employ an equivalent number of employees directly if they were unable to use on-hire employees. In fact 19% of organisations said they would rarely do so. Furthermore, 19% of RCSA Members' on-hire employees eventually become permanent employees of the host organisation they are assigned to work for.

In Queensland, ABS; Characteristics of Employment report from August 2014, found a majority (67%) of workers who found their job through a labour hire firm or employment agency (103,900) had been in their job for 12 months or more, and 84% expected to be in the same job in 12 months-time¹³.

The recent Queensland Budget indicated the Government expects zero employment growth in the coming year, and laws such as this will further kill off employment opportunities in Queensland.

Given the above, RCSA believes the Queensland Government should look beyond political ideology and choose to lightly regulate work arrangements that promote employment and participation in the workforce.

RMIT University research found that 67% of on-hire employees chose to work as an on-hire employee and 34% prefer this form of work over permanent employment. The most important reasons for choosing on-hire employment were diversity of work, to screen potential employers, recognition of contribution and to receive payment for overtime worked.

¹³ ABS Cat. No 6333.0, Characteristics of Employment, Australia, August 2014: Customised Reports, Unpublished

In 2014 Flinders University conducted research into workers' experiences of nonstandard employment and how it related to health and wellbeing¹⁴ and found that "our most striking findings were that the majority of the participants made a deliberate choice for casual employment and to explain this, almost most of these cited improved health and wellbeing as a motivation". The findings identified that over half of the participants described being 'deliberate casuals' and had chosen casual employment despite having the option of permanency in the same or very similar job.

Almost a third of all participants in the research explained that they had deliberately chosen casual work because it was protective of their health and wellbeing. Reduced responsibility, less 'workplace politics', less work-life conflict, and less job stress than in their prior (permanent) job were determining factors in their decision.

The Productivity Commission report on the Workplace Relations Framework observed, on page 208, that "given not everybody wants to work under the same conditions, these alternative employment forms partly satisfy the wide variety of preferences across the workforce. Whether it be the autonomy of independent contracting, the flexibility and the higher wage rate of the casual worker or the reduction in job search costs for the labour hire worker, each of these employment forms has some appeal to a large number of workers".

Australian's are adapting to changing economic conditions and social pressures and accept that we have to work differently to how our parents, and earlier generations, worked. It is critical that the Queensland and Australian regulatory framework respects and accommodates those social and economic changes. Being locked in to an ideologically constrained framework based on the retention of traditional employment models is no longer a viable option if Queensland is to remain progressive and internationally competitive.

Smart Regulation Index

Internationally Australia rates very highly on this index which was developed by the World Employment Confederation and the Boston Consulting Group back in 2011 as a benchmark to gauge the appropriateness of the regulation of the employment and recruitment sector in different countries around the world. Updated in 2015 to include 35 countries, the index looks at following four key dimensions within the regulatory framework.

1. Freedom of establishment – including ease of set-up and any limitations on services.
2. Freedom to provide services and contracts – with range and scope of operations.
3. Freedom to negotiation and social protection, such as meaningful social dialogue.
4. Freedom to contribute to labour market policies including public private partnerships, access to training and commitment to fight illegal practices.

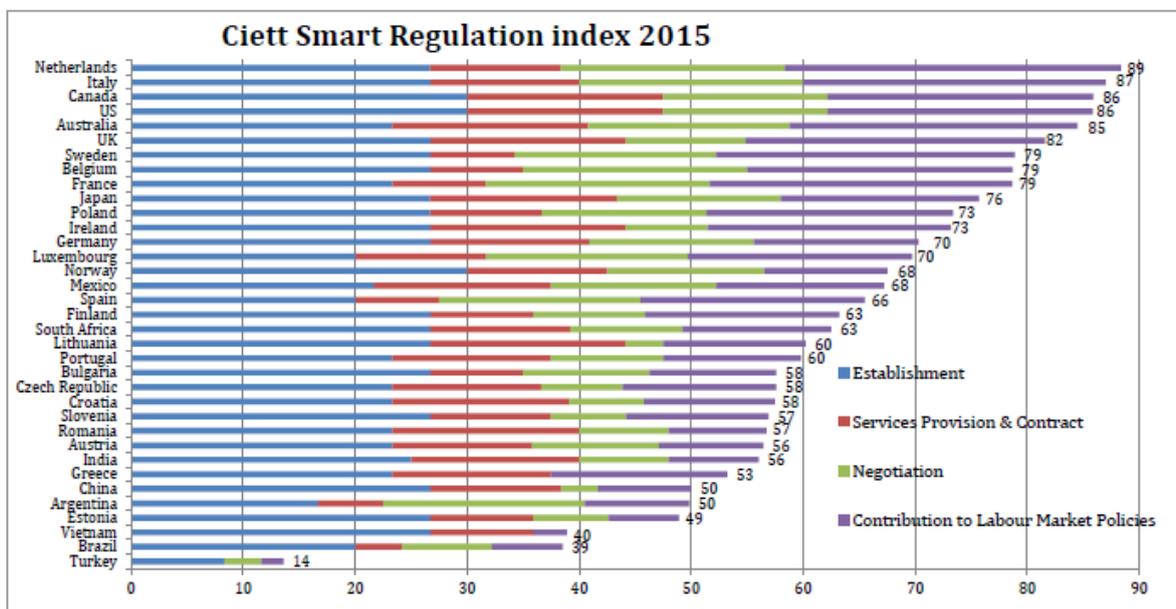
Strong performers fall primarily into two categories: markets with a high level of social dialogue such as the Netherlands and Scandinavian countries; and countries with Anglo Saxon, market-driven economies such as Canada, US, Australia and UK. Both models strike a good balance that delivers flexibility and security for both companies and workers.

¹⁴ Keuskamp, D, Mackenzie CR, Ziersch AM, Baum FE. *Deliberately casual? Workers' agency, health, and nonstandard employment relations in Australia. Journal of Occupational and Environmental Medicine, 2013*

Countries such as Italy, Greece, Spain, France and even Argentina, which have made significant labour market reforms over the past four years, have seen their ranking on the Smart Regulation Index improve. Meanwhile,

Legislator driven economies with relatively high levels of centrally-set regulation, and also emerging market economies, with little or outdated legislation, lie at the very bottom of the index. They are limited in their ability to create jobs and deliver inclusive labour markets that provide workers with decent, secure employment. This damages social justice by limiting labour market access and also damages the competitiveness of their economy.

Efficient labour markets are a crucial factor in global competitiveness and RCSA argues for smart regulation of the employment services industry and the prevention of unjustified restrictions on the sector in order that it can create jobs and support governments workers and economies in navigating a changing world of work.



When Australia is considered against international benchmarks we are very well placed in terms of the balance of regulation and flexibility. Increased regulation would reduce our global competitiveness.

ATTACHMENT 1



RCSA Code for Professional Conduct (Current Code)

1. Definitions

- 1.1 **Workseeker** – 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 Workseeker;
- 1.2 **Client** – means a person, other than a Workseeker, who seeks an Employment Service and includes a prospective Client;
- 1.3 **Code** – means the Code for Professional Conduct;
- 1.4 **Conduct Recommendation** – means a recommendation given under the D&DRP by RCSA to a Member with regard to means by which the Member may conform its conduct to the standard becoming of the Member or not prejudicial to the interests of RCSA;
- 1.5 **Confidential Information** – includes any information that may reasonably be regarded by the person who receives 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** – mean a person, who is engaged by a Member, whether as an employee, contractor, officer or otherwise, to represent the Member in the market in providing 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 of 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 **Direction** – means a direction given under the D&DRP;
- 1.10 **Employment Service** – means any category of service recognised by RCSA as a Corporate Membership Category of Service;
- 1.11 **Industry Improvement Statement** – means a public statement made by the Board of RCSA, from time to time, lawfully for the purposes of any of the objects set out in clause 1.3(a) or 1.3(b) of RCSA's Constitution and identified as such;
- 1.12 **Job Owner** – means the enterprise that seeks an Employment Service for the performance of work or the filling of a position;
- 1.13 **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 a Professional Member and an applicant for membership;

- 1.14 **Professional Practice** – means practice connected with or in the course of providing an Employment Service;
- 1.15 **SDS** – means RCSA’s Service Delivery Standard: RCSA-SDS:2010 as amended from time to time or any standard adopted by RCSA to supplement or replace it and having the purpose of assisting Members to develop systems and controls to ensure Clients and Workseekers receive excellent service;
- 1.16 **Service Commitment and Service Charter** – have the respective meaning and usage given to them in the SDS;
- 1.17 **Staff** – mean persons engaged by a Member in its business to work on the Member’s behalf in providing or supporting the provision of an Employment Service and includes a Consultant;
- 1.18 **Statement of Commitment** – means a statement of commitment to abide by the Code and the D&DRP, which may be in the form approved by the Board of RCSA from time to time;
- 1.19 **Transition Dealings** – means dealings for the transition of on-hired Workseekers from their Employment Service supplier in response to a Client’s requirements.

2. Interpretation

- 2.1 The Code is a guide to conduct that is considered by RCSA to be becoming of a Member and not prejudicial to the interests of RCSA.
- 2.2 The Schedules of the Code form part of the Code.
- 2.3 Neither the Schedules nor the eight Specific Principles stated in the Code limit or derogate from the General Principles.
- 2.4 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 the application to conduct in the course of or connection with a Member’s Professional Practice.
- 2.5 This Code stands as the Code for Professional Conduct wherever that expression is used in the Constitution.
- 2.6 Acceptance by RCSA of a Member’s Statement of Commitment shall create a binding and enforceable contract between:
 - a) Members and RCSA; and
 - b) Between Members
 effective upon the Member’s applying for, obtaining or retaining Membership after its terms have been notified to the Member at the address for notices last noted in RCSA’s records, that the Member, guided by this Code, will conform his, her or its conduct to a standard that is becoming of a Member and so as not to prejudice the interests of RCSA.
- 2.7 In interpreting the requirements of this Code and in determining whether conduct of a Member is unbecoming of a Member or prejudicial to the interests of RCSA, RCSA, including any person appointed by RCSA to exercise a function under the D&DRP, may have regard to:
 - a) The provision of the SDS;
 - b) The provisions of any current Industry Improvement Statement issued by RCSA; and
 - c) The provisions of any relevant Conduct Recommendation given by RCSA to the Member.

General Principles

1. Members must act in a manner that is becoming of a Member and, to that end, observe a high standard of ethics, probity and professional conduct which requires not simply compliance with the law; but extends to honesty, equity, integrity, social and corporate 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 interests of the RCSA.
3. Members must, except where they can satisfy RCSA that they have fair and lawful excuse, co-operate with any investigation by RCSA of Member conduct and comply with any Direction or Conduct Recommendation given with regard to the Member's conduct or grievance arising from the Member's conduct.

Specific Principles

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 and timely steps to ascertain the extent to which any information they collect may be confidential.

Principle 2 – Honest Representation

1. Members must not knowingly:
 - a) make a false statement of material fact;
 - b) fail to disclose a material fact;
 - c) make a representation as to future matters without having reasonable grounds for making it.
2. Members who place job advertisements must take care that the advertisements accurately describe what, if any, jobs are available and that all information about a job given before or at an interview with Workseekers is accurate and not misleading.
3. Members must not advertise jobs unless:
 - a) they have clear permission from the Job Owner to recruit for the job; and
 - b) they have taken reasonable steps to satisfy themselves that the job is genuine,
4. Members must not present a Workseeker for jobs unless they have clear permission from the Workseeker, given with respect to the job for which the Workseeker is presented.
5. Members must not claim that they have a right to represent a Workseeker to a Client unless they have permission from both the Workseeker and the Client given, in both cases, with respect to the job for which the Workseeker is represented.

Principle 3 – Work Relationships

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

Principle 4 – Legal Compliance

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

Principle 5 – Safety & Security

1. Members must act diligently in assessing and responding to all safety and security risks for which they are statutorily responsible.
2. Without limitation to the scope of their statutory responsibilities, Members must inform Workseekers, Clients, Consultants and Staff, or Member of the public of any significant safety or security risk to which they may be exposed.

Principle 6 – Certainty of Engagement

1. Members must take reasonable steps to ensure the certainty and scope of their engagement:
 - a) By a Client to provide an Employment Service – including but not limited to such matters as:
 - i. content of any Service Commitment or Service Charter offered in connection with the provision of the Employment Service;
 - ii. description of the specific service/s to be provided;
 - iii. deliverable or outcomes, including proposed dates and delivery times;
 - iv. fees and charges of the agreed services, including any temp-to-perm; contractor-to-perm; agency switching fee or similar fee arrangement;
 - v. outline of the client and Workseeker relationship management process;
 - vi. commitment to rapid and fair resolution of customer complaints or issues;
 - vii. explanation of any service guarantee and claims processing;
 - viii. description of any position required to be filled including the inherent requirements of the position and the extent to which the Client offers to make reasonable adjustments to avoid unlawful discrimination and meet Equal Employment Opportunity responsibilities;
 - ix. any particular purpose for which the Employment Service is being required;
 - x. any reference, background, or suitability check required by the Client to be performed in respect of the position;
 - xi. disclosure of Client identity;
 - xii. disclosure of Workseeker information, assessment or valuation.
 - b) By a Workseeker – extending to agreement regarding all matters relevant to the Member’s representation of the Workseeker including:
 - i. Details of work conditions, the nature of the work to be undertaken, rates of pay and pay arrangements;
 - ii. The obtaining of any necessary consents, approvals, or permissions required from the Workseeker;
 - iii. The nature of any restraint imposed, directly or indirectly, upon the Workseeker with respect to the Workseeker obtaining further work.

Principle 7 - Professional Knowledge

1. Members must work diligently to develop and maintain a satisfactory and up to date level of relevant professional knowledge and, where required by RCSA's By-Laws, maintain a Continuing Professional Development program to the level prescribed by the RCSA Levels and Criteria of Professional Membership issued from time to time.
2. Members must ensure that their Staff are adequately trained and skilled to undertake their responsibilities.

Principle 8 – Good Order

1. A Member must bring to the attention of the RCSA at the earliest possible time any material concern, which the Member has regarding the Member's or another Member's conduct in Professional Practice.
2. Concerns regarding Member's conduct in Professional Practice must be referred to the RCSA Ethics Registrar to be dealt with in accordance with the D&DRP.
3. Members are encouraged to use processes of counselling (as may be directed in accordance with the D&DRP), negotiation, expert appraisal, mediation and arbitration in order to resolve disputes and must endeavour to do so wherever practicable.

Schedule 1 of RCSA Code for Professional Practice

Application Guidelines and Recommendations – Transition of Workers – Guidelines for Professional 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 amount of work, money, time and intellectual resources in establishing relationships with Clients, developing critical understandings of Clients' and Workseekers' needs, training Workseekers in systems of work for Clients, and inducting Workseekers 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 Workseekers from their Employment Service supplier in response to Client requirements.
4. Stakeholders in the transition arrangements may include Member or other Employment Service suppliers involved in the transition, the Client, the Client's customers and the on-hired Workseekers 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 Workseekers from that supplier in response to Client requirements (a "transition request").
6. In making transition arrangements, Members must give due consideration to the interest 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 Workseekers of the circumstances that have led to the transition request. The incumbent Employment Service supplier should notify its Workseekers promptly upon receipt of a transition request of circumstances that may be like 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 Workseekers are properly informed of matters relevant to their decision to the transition or not to transition;
8. Code Principles 1 (Confidentiality and Privacy), 2 (Honest Representation), 4 (Legal Compliance), 5 (Safety & Security), 6 (Certainty of Engagement) and 8 (Good Order) 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.

ATTACHMENT 2

Adapting to Change – The Boston Consulting Group

How private employment services facilitate adaptation to change, better labour markets and decent work

Refer to separate file attachment which contains the following report

