



**Australian Government**  
**Department of Education,  
Skills and Employment**

# **Employment Services Advisory Group**

## **Terms of Reference**





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### Document Change history

Date of change	Detail of change
24 Feb 2021	Amendments in response to Member feedback



## 1. Introduction

The COVID-19 pandemic has had a significant impact on all aspects of Australian life. Jobs across all industries, big and small have been impacted. The Government has recognised the importance of rebuilding Australia's economy by creating jobs to secure Australia's future.

The Government's revised Economic and Fiscal Strategy recognised that economic growth and job creation will be essential to repair the budget and ensure a sustainable future. The Government's COVID-19 Economic Recovery Plan targets job creation. It will continue to use fiscal policy to support demand and confidence to achieve a private sector-led recovery that drives employment and productivity.

Since the pandemic began the inflow of job seekers into employment services has been different to those that were previously in the employment system. People who have never been unemployed, or used employment services before, are now accessing Government support for the first time.

During the height of the pandemic the Government expanded the Online Employment Services system to support the increased demand for Centrelink payments and employment services allowing the job-ready job seekers to self-manage online.

Changing servicing arrangements from the current face-to-face service offering to a blended model of digital servicing for those job seekers able to self-manage online and provider services for those with additional needs has been critical in response to the COVID-19 pandemic.

Job seekers will benefit through a more personalised and flexible service online with skill matching options, allowing them to more effectively use their time and resources to apply for positions best suited to them. Employers will be provided with the right tools and platform to assist with better search capability, filter and matching of job seekers to the right job to fill vacancies quickly, reducing recruitment costs, time and stress and helping to address Australia's significant economic consequences as a result of COVID-19.

It is critical that employment services are future proofed and able to cope with new challenges as they arise, that employment services are fit for purpose at the national and regional level and that the Government is responsive to the needs of those who use the services the most.

These Terms of Reference take effect from the establishment of the Employment Services Advisory Group and will be reviewed in 12 months to ensure the remit of the Group remains the same.



## 2. Purpose

- 2.1 To provide advice to the Department of Education, Skills and Employment (the department) on the delivery of a modern, comprehensive and sophisticated digital platform.
- 2.2 To provide advice to the department on aspects of the final design of the new employment services model that will support job seekers with additional barriers to employment and to address these through effective support from employment service providers.
- 2.3 To consider how programs such as the Local Jobs Program (LJP), the introduction of skills matching tools and links to the National Careers Institute can be incorporated into the new model to better support job seekers and employers in response to Australia's economic recovery now and into the future.

## 3. Responsibilities and deliverables

The Advisory Group will provide advice and feedback to the department on:

- 3.1 How streamlined employment processes can assist industry and job seekers in Australia's economic recovery.
- 3.2 How the LJP can be supported to improve opportunities offered by Industry and Business to support the uptake of employment at the local level and how strategies could be applied at the national level.
- 3.3 Opportunities for engagement with relevant stakeholders and to embed user design and responsiveness into the new model.
- 3.4 The design and approach to the new employment services model to be rolled out from 2022.

The Advisory Group will consider:

- 3.5 Policy advice that builds on advancements in digital servicing as a result of COVID-19, that maximises the effectiveness of services to support people into work.
- 3.6 Approaches to employment assistance for long-term and disadvantaged job seekers that engage them, build on their strengths, and connect them with the employment opportunities, skills and support services they need.
- 3.7 Innovative solutions that are adaptable and responsive to the needs of jobs seekers and employers now and into the future, including initiatives and partnerships.

## 4. Membership

- 4.1 Meetings will be chaired by the Deputy Secretary, Employment, from the department.
- 4.2 Deputy Chair will be held by the First Assistant Secretary, New Employment Services Model Division.
- 4.3 Each of the following government departments/agencies will have representation as observers on the Advisory Group:

- 4.3.1 Department of Education, Skills and Employment
  - 4.3.2 National Skills Commission
  - 4.3.3 Department of Social Services
  - 4.3.4 National Indigenous Australians Agency
  - 4.3.5 Department of Infrastructure, Transport, Regional Development and Communications, and
  - 4.3.6 Department of Industry, Science, Energy and Resources
- 4.4 Once meetings are held face-to-face, observer organisations will continue to participate via video conference unless they are leading an agenda item at the respective meeting.
- 4.5 Membership of the Advisory Group will comprise key stakeholder organisations who represent Australia’s leading Business, Industry, Community and Welfare organisations to drive the reforms of employment services out of the pandemic and into a modern, digitally enhanced service.

Membership will consist of a nomination of one representative from the following organisations or their chosen representative from within their member organisations:

<b>Member Name</b>	<b>Organisation representing</b>
<b>Mr Nathan Smyth (Chair)</b>	DESE
<b>Ms Melissa Ryan (Deputy Chair)</b>	DESE
<b>Mr John Dardo</b>	DESE
<b>Ms Jenny Lambert</b>	Australian Chamber of Commerce and Industry
<b>Mr Ben Davies</b>	Business Council of Australia
<b>Mr Peter Davidson</b>	Australia Council of Social Services
<b>Ms Sandra Elhelw Wright</b>	Settlement Council of Australia
<b>Ms Sally Sinclair</b>	National Employment Services Association
<b>Ms Debra Cerasa</b>	Jobs Australia
<b>Mr Phillip Kemp</b>	National NEIS Association
<b>Ms Kelly Fawcett</b>	Foundation for Young Australians
<b>Mr Corey Irlam</b>	Council on the Ageing (Australia)
<b>Mr Damien Coke</b>	Reconciliation Australia

<b>Mr Kerrie Langford</b>	National Disability Services
<b>Mr Troy Williams</b>	Independent Tertiary Education Council Australia
<b>Mr Andrew Williams</b>	TAFE Directors Australia

- 4.6 The Chair holds the right to review and amend the membership list at any time.
- 4.7 Expert advisers from external organisations, and from within the department, will be invited to attend meetings as required according to the agenda for individual meetings.
- 4.8 The department recognises that the role of each Advisory Group member is to liaise with and seek input from across each Advisory Group member's membership group about the key aspects discussed in the meetings. However, there will be items which cannot be shared with the wider community and the department requires that these items remain confidential.
- 4.9 As members will have access to confidential data and information, all members will be required to sign a deed of confidentiality prior to attending their first meeting. If an alternative person attends the meeting, they will also be required to complete a Deed of Confidentiality prior to attending.
- 4.10 In many cases, where a policy idea or concept is being discussed and tested with the Advisory Group, it can be discussed with your members with the relevant disclaimer that these are not the final decisions of the department or the Government. The department will provide advice where information is not to be discussed or shared further.
- 4.11 The department will, where possible, provide data that is the most up to date. This will mean that generally the data presented will need to remain confidential as it won't have been published. In these situations, the department will advise members at the time of providing the information that it is confidential and is not for the wider community.
- 4.12 Where information is marked with confidential markings or is otherwise designated by the department as confidential, Advisory Group members will be taken to know or ought to know that the information is confidential, and the information is Confidential Information for the purposes of the Deed of Confidentiality.
- 4.13 If at any time a member is unsure if the information is considered confidential, they must seek clarification prior to discussing or disseminating information obtained at an Advisory Group meeting.
- 4.14 Members who do not actively engage in discussions and contribute to the forum may have their membership reviewed.
- 4.15 In all cases, Advisory Group members should not publish any information which misrepresents or prejudices the work of the Advisory Group, including on social media.



## 5. Meetings

- 5.1 It is envisaged that this group will meet every six weeks for the first three meetings. After this period the frequency of meetings will be reviewed with meetings held as required in accordance with the agenda and progress of the new employment services model, LJP and COVID-19 recovery.
- 5.2 Members may also be asked to meet or review documentation out of session as work is progressed.
- 5.3 During COVID-19, members will meet virtually through video conference facilities or teleconference. Once appropriate, meetings may be held face to face if preferred by members, in a location agreed by members.

## 6. Quorum

- 6.1 A quorum will be reached if the number of attendees, including the Chair or their delegate, equates to 50 per cent or more of the members.
- 6.2 Members of the Advisory Group should commit to attending all meetings. Where a member cannot attend a meeting, the member can nominate an alternative person from their organisation to attend on their behalf, noting a Deed of Confidentiality must be signed in advance of attending.
- 6.3 If members are determined to have attended less than 50 per cent of meetings their membership on the Advisory Group may be reconsidered.

## 7. Secretariat support

- 7.1 Secretariat support will be provided by departmental staff.
- 7.2 The secretariat will organise all meetings as required with the Chair and members, coordinate the agenda papers and outcome notes for each meeting.
- 7.3 Following each meeting, an outcome note will be circulated to all members, where possible within one week of the meeting.
- 7.4 An issues and action item register will be maintained and provided to all members at each meeting.
- 7.5 A short communique will be published for stakeholders on the department's website and on the 'Our Stakeholder' portal page post meetings. These communiques will outline the discussions at a high level and provide the forward agenda for the next meeting to allow members to consult with their membership base prior to each meeting.

## 8. Travel and Accommodation

- 8.1 The department will reimburse reasonable costs for travel and accommodation for travel associated with meetings that require members to travel interstate. Members will be provided with a copy of the Travel Policy.



## 9. Conflict of interest

- 9.1 Each member will be required to sign a Conflict of Interest Declaration to identify any actual, potential or perceived conflicts of interest that may impact them carrying out their responsibilities as a member of the Advisory Group in an impartial manner, see Attachment A.
- 9.2 An agenda will be provided prior to meetings with a short synopsis of each item to enable members to review and consider any possible conflict of interest they may have and inform the secretariat via email prior to the meeting.
- 9.3 At the start of each meeting the Chair will identify any conflict of interest declared and will ask members for any further declarations prior to the meeting commencing.
- 9.4 This declaration will be noted in the minutes and where appropriate members will be asked to leave the room (if meetings are being held face to face) or disconnect from the video conference until advised by the secretariat to reconnect.
- 9.5 Members will not be provided with the minutes for any agenda item they have declared a conflict of interest for.
- 9.6 Should a member not declare a conflict of interest prior to an item being discussed or as soon as it is realised that a conflict exists this may result in their membership being reviewed.

## 10. Confidentiality provision

- 10.1 All members external to the Commonwealth Government will be required to sign and return a Deed of Confidentiality prior to attending their first meeting. See Attachment B.



## Employment Services Advisory Group

### Conflict of Interest Declaration

Name of Organisation \_\_\_\_\_ ABN \_\_\_\_\_

Name of Employment Services Advisory Group (Advisory Group) Member: \_\_\_\_\_

Please describe any actual, potential or perceived conflicts of interest that may arise as a result of your involvement in the Advisory Group meetings.

An actual, potential or perceived conflict of interest means any matter, circumstance, interest, or activity affecting your ability to engage in, and provide feedback and advice diligently and independently, to inform the design of the new employment services model and support the economic recovery of Australia through strong employment.

Do you have any conflicts to declare: Yes  No

Conflict of Interest Declaration:

Actual, potential or perceived conflict	Mitigation strategy

Signature of person making declaration: \_\_\_\_\_

Date:

## DEED OF CONFIDENTIALITY

**THIS DEED POLL** is made on the \_\_\_\_\_ day of \_\_\_\_\_ [2020]

**BY:** (Print name) \_\_\_\_\_

of (Print address) \_\_\_\_\_ (the “Member”)

**FOR THE BENEFIT OF:** The Commonwealth of Australia through the Department of Education, Skills and Employment (“Department”)

### RECITALS:

- A. The individual has agreed to be a Member of the Employment Services Advisory Group (“Advisory Group”), to provide advice and feedback to the Department on:
  - a. How streamlined employment processes can assist industry and job seekers in Australia’s economic recovery due to COVID-19.
  - b. How the Local Jobs Program (LJP) can be supported to improve opportunities offered by Industry and Business to support the uptake of employment at the local level and how strategies could be applied at the national level.
  - c. Opportunities for engagement with relevant stakeholders.
  - d. The design and approach to the new employment services model to be rolled out from 2022.
- B. The Member will have access to Confidential Information.
- C. Improper use or disclosure of that information could severely damage the Commonwealth's ability to perform its governmental functions.
- D. The Commonwealth requires, and the Member agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Commonwealth's Confidential Information is kept confidential.
- E. “Advice” means the Advisory Group’s advice to the Department in relation to the streamlining of processes to assist industry and job seekers in Australia’s economic recovery, the LJP, engagement of stakeholders and the design and approach to the new Employment Services Model, “Advising” has a corresponding meaning.
- F. Confidential Information means information (however stored) that:
  - (a) is by its nature confidential;
  - (b) is designated by the Member or the Department as confidential; or
  - (c) the Member knows or ought to know it is confidential; but does not include information that:
    - (d) is in the public domain (other than due to a breach of this Deed);
    - (e) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;

- (f) has been independently developed or acquired by the receiving party; or
- (g) is in respect of ideas, concepts, know-how, techniques or methodologies where disclosure is permitted by agreement.

**THE MEMBER** makes the following undertakings knowing the Department relies on those undertakings.

<p><b>2. UNDERTAKINGS</b></p> <p>The Member undertakes in respect of the Confidential Information:</p> <ul style="list-style-type: none"> <li>(a) to keep it secret;</li> <li>(b) to use it solely for course of the work of the Advisory Group;</li> <li>(c) to notify the Department immediately if he or she has been asked to disclose it, or has been, or is likely to be, required by law to disclose the Confidential Information e.g. under subpoena or summons, or in giving evidence to any Court, tribunal or other body;</li> <li>(d) not to copy it or make any note or other record of part or all of the Confidential Information except as required for the purposes of Advising or providing the Member personally with administrative support directly related to the Advising;</li> <li>(e) not to remove any document or other record (in any form whatsoever) from the premises or areas of the premises of, or occupied by, the Department (unless authorised to do so);</li> <li>(f) to obey the directions of the Department and its representatives in dealing with the Confidential Information and any procedures or in dealing with the Confidential Information as notified by the Department;</li> <li>(g) to immediately notify the Department of any suspected or actual use, copying or disclosure of the Confidential Information by any person for purposes other than the course of the work of the Advisory Group; and</li> <li>(h) to return or permanently delete the Confidential Information and all copies, notes and other records of the Confidential Information to the Department immediately on request.</li> </ul>	<p><b>3. ACKNOWLEDGMENT OF DUTY</b></p> <p>The Member acknowledges that:</p> <ul style="list-style-type: none"> <li>(a) she or he may additionally owe duties of confidentiality to third parties that have provided information to the Department on a confidential basis;</li> <li>(b) the Commonwealth may take legal proceedings against the Member if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach;</li> <li>(c) this Deed does not provide for any change in the ownership of the Confidential Information;</li> <li>(d) the <i>Crimes Act 1914</i> provides that a person who performs services for or on behalf of the Commonwealth and who unlawfully discloses information may be liable to imprisonment for up to 2 years; and</li> <li>(e) the obligations created by this Deed are in addition to any other obligation or duty which may arise under statute or otherwise; especially as may arise under the <i>Crimes Act 1914</i>.</li> </ul> <p><b>4. APPLICABLE LAW</b></p> <p>The law applicable in the Australian Capital Territory will govern this Deed.</p> <p><b>5. SURVIVAL</b></p> <p>This Deed will survive the termination, suspension or completion of the Member's appointment to the Panel.</p>
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**EXECUTED AS A DEED**

**SIGNED, SEALED AND DELIVERED**

\_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ [2020] ) \_\_\_\_\_

\_\_\_\_\_ ) Signature

by \_\_\_\_\_ )

(Print full name)

in the presence of:

\_\_\_\_\_

(Print full name of Witness)



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(Signature of Witness)

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(Address of Witness)