

# Pacific Australia Labour Mobility scheme Approved Employer Guidelines



Australian Government

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# Version history

Version	Effective Date	Change Summary
2.0	15 August 2025	<ul style="list-style-type: none"> <li>• Amended historic version history moved to the back of the document.</li> <li>• Addition of 1.1.11 case study definition</li> <li>• Amended 3.6.10 formatting change from on arrival to arrival</li> <li>• Amended 3.7.1 (b) and (c) to reflect updates to minimum hours</li> <li>• Amended 3.7.2 to reflect updates to minimum hours</li> <li>• Amended 3.7.15 (ii) to reflect updates to standdowns</li> <li>• Amended 3.7.18 and 3.7.20 updates to standdowns</li> <li>• Amendments to 4.2 - 4.2.19 to clearly define the requirements of Managing changes to Worker's Placement onshore in Australia: transitions, extensions and redeployments</li> <li>• Amended 6.1.4, 6.1.9, 6.1.11 to reflect visa obligation updates</li> <li>• Addition of case studies to support the implementation of 7.3</li> <li>• Amended 8.2.1 (c), (ii) and (iii) to reflect visa obligation updates</li> <li>• 8.3.2 Changed from 'the' relevant union to 'A' relevant union</li> <li>• 8.3.4 additions of points 1,2 and 3 to reflect the FWO arrival briefing presentation change.</li> <li>• Addition of 8.3.5, and 8.3.6 to reflect the FWO arrival briefing presentation change.</li> <li>• Table 8 - Update to Temporary Portability Arrangement definition</li> <li>• Amended 8.7.8 regarding portability</li> <li>• Amended 8.7.16 (g) to reflect temporary portability arrangements</li> <li>• Addition of 8.7.9 (e) requirements to submit an Arrival Report</li> <li>• Addition of a case study to support the implementation of 13.2.2</li> <li>• Addition of 10.3.20 addition of (h) to enhance readability</li> <li>• Addition of a case study to support the implementation of 10.3.23</li> <li>• Amendments to 11.1 - 11.3.8 to clearly define Notice Requirements for each end of employment scenario.</li> <li>• Amended 13.4.1 (o) regarding the reporting of non-critical incidents</li> <li>• Amendments to 13.4.1 - 13.9.6 to clearly define incident management, reporting and notification requirements.</li> <li>• Amended 13.8.1 to reflect reporting pay and hours data.</li> <li>• Addition of 14.15.1 to 14.15.4 to reflect the need for all Fraud Control Plan to mitigate fraud and corruption against the Commonwealth.</li> <li>• Additions to Annexure A Family Accompaniment Pilot</li> <li>• Additions to Annexure B - Vietnam Labour Mobility Arrangement</li> </ul>

# Chapter 1: Overview

## 1.1. Introduction and Purpose

- 1.1.1. The Australian Government (the government) established Memoranda of Understanding (MOUs) with each of the nine (9) Pacific Island countries and Timor-Leste that participate in the Pacific Australia Labour Mobility scheme (the Scheme). The MOUs and the Implementation Arrangements which sit under them, set out the responsibilities of the government and the Participating Countries to mitigate risks and ensure the objectives of the Scheme are met.
- 1.1.2. These Approved Employer Guidelines (Guidelines) are issued by the Department of Employment and Workplace Relations (Department, Us, Our or We) under the Pacific Australia Labour Mobility Scheme - Approved Employer Deed (the Deed) and **must** be read in conjunction with the Deed document executed by the Approved Employer (You, Your). All references in these Guidelines to a clause 'of the Deed' is a reference to a clause in that Deed document executed by You.
- 1.1.3. These Guidelines form part of the Deed (see clause 2.2(b) of the Deed), and the clauses in the Deed document take precedence to the extent of any inconsistency with the provisions in these Guidelines.
- 1.1.4. You acknowledge that the references provided in these Guidelines to specific Deed clauses are for information purposes only and do not limit or otherwise affect Your broader obligations under the Deed.
- 1.1.5. These Guidelines will be reviewed from time to time and will be made available on the PALM website: <https://www.palmscheme.gov.au/resources><sup>1</sup>.

### Information on using these Guidelines

- 1.1.6. These Guidelines include hyperlinks to relevant content contained elsewhere in the Guidelines. Hyperlinks (links) are shown in [underlined blue text](#).
  - (a) To use a link press 'Ctrl' and then **click** on the link with the mouse.
  - (b) Links to relevant websites are also provided throughout these Guidelines—these are hyperlinked with footnotes containing the full link for those using a print copy of these Guidelines.

### Department's IT Systems

- 1.1.7. You will be provided with access to the Department's IT Systems, including a digital platform (PALMIS) that will allow You to submit documents and manage various aspects of Your participation in the Scheme.
- 1.1.8. You **must** use the Department's IT Systems to submit information to Us unless otherwise specified in the Deed, including these Guidelines.

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<sup>1</sup> PALM scheme website resources: <https://www.palmscheme.gov.au/resources>



- 1.1.9. You **must** email the Department immediately if You consider that You are unable to access the Department's IT Systems. Depending on the circumstances, the Department may specify a temporary, alternative method for providing information to the Department while the relevant issue is resolved.
- 1.1.10. Online forms will be available in the Department's IT Systems, including for the Accommodation Plan, Welfare and Wellbeing Plan and Transport Plan.

### Case Studies

- 1.1.11 Case studies contained within these Guidelines are for illustrative purposes only and do not form part of the Guidelines. Case studies assist to support and educate Approved Employers. A case study should not be considered a prescribed method to achieve compliant outcomes. A case study demonstrates 'real-world' scenarios to assist an Approved Employer to implement and improve their practices.

Look for the magnifying glass symbol to review a case study - 

## 1.2. Definitions and Interpretation

- 1.2.1. Unless otherwise specified:
- capitalised terms in these Guidelines have the meaning given in Section A1.1 of the Deed or otherwise in accordance with Table 1 and Table 2 below. As these Guidelines form part of the Deed, they are to be interpreted in accordance with Section A1.1 of the Deed and
  - a reference in these Guidelines to a 'section' or a 'Chapter' is a reference to a section or a Chapter, respectively, of these Guidelines.

**Table 1: Glossary**

*(Acronyms/ Abbreviations/ Initialisations)*

Term	Description
ABF	Australian Border Force
ATO	Australian Taxation Office
DEWR (the Department)	Department of Employment and Workplace Relations
DFAT	Department of Foreign Affairs and Trade
FWO	The Office of the Fair Work Ombudsman
Home Affairs	Department of Home Affairs
LMT	Labour Market Testing
LSU	Labour Sending Unit (in Participating Countries)
MOP	Mandatory Offshore Period
OAIC	Office of the Australian Information Commissioner
OoE	Offer of Employment
PPE	Personal Protective Equipment
TAS	Temporary Activities Sponsor
VEVO	Visa Entitlement Verification Online system

Term	Description
WHS	Work health and safety

**Table 2: Defined Terms**

Term	Definition
Arrival Briefing	A face-to-face briefing You <b>must</b> provide to Workers on arrival in Australia in accordance with section <a href="#">8.3</a> .
Arrival Report	A report submitted by You to Us in accordance with section <a href="#">13.6</a> .
Continuing Approved Employer (Only relevant to transitioning Approved Employers)	<p>An Approved Employer who held a Pacific Labour Scheme Deed and/or Seasonal Worker Programme Deed and enters into a PALM Deed.</p> <ul style="list-style-type: none"> <li>A 'New Approved Recruitment' for the purposes of transitioning Approved Employers means a Recruitment Application submitted by a Continuing Approved Employer for approval under the Deed and that has been approved by the Department.</li> </ul>
Departure Briefing	A face-to-face briefing You <b>must</b> provide to Workers before they depart Australia to assist them on their return to their Home Country in accordance with section <a href="#">12.3</a> .
Departure Report	A report submitted by You to Us in accordance with section <a href="#">13.7</a> .
Home Country	In relation to a Worker, the country in which the Worker usually resides.
Host Organisation	means an organisation that hosts Workers and provides them with work in accordance with a Host Organisation Arrangement with the Approved Employer.
Long-Term Placement	A Placement for a Long-Term Worker.
Long-Term Worker	A Worker who holds the relevant Visa and is employed in a contract of long-term (non-seasonal) work for up to 4 years.
Net Financial Benefit	<p>The Net Financial Benefit gained by Workers during their Placement by considering various factors, including:</p> <ol style="list-style-type: none"> <li>the hours of work You will offer Workers, noting the minimum hours requirements as per section <a href="#">3.7</a>,</li> <li>the likely duration of the Workers' stays in Australia,</li> <li>expected net earnings after tax and deductions, and</li> <li>ensuring a minimum net pay guarantee of \$200 per week for Workers after tax and deductions (debt repayment can be extended) as per section <a href="#">5.1.7</a>.</li> </ol>
Notice to Report	A request issued under Deed clause 46 and as described in section <a href="#">13.9</a> .

PALM Recruitment Approval Letter	A letter from Us that confirms approval for an Approved Employer to undertake a recruitment and which is provided in support of a Worker's visa application.
Pieceworker	Has the meaning given in <a href="#">section 21 of the Fair Work Act</a>
Portability Arrangement	An arrangement under which a Worker has multiple Placements with different Approved Employers, or an Approved Employer and a Host Organisation during their stay in Australia. These arrangements are <b>not</b> initiated by the Worker.
Port of Arrival	The place where a Worker enters Australia for immigration purposes.
Port of Departure	The place where a Worker departs Australia for immigration purposes.
Pre-Departure Briefing	A briefing provided to Workers before departing their Home Country to travel to Australia to work as part of the Scheme. Your responsibilities and obligations with respect to Pre-Departure Briefings are set out at section <a href="#">6.2</a> .
Retaliatory Action	Action against a Worker that includes: <ul style="list-style-type: none"> <li>(a) any form of discrimination against, or bullying or harassment of, the Worker</li> <li>(b) threats related to adverse immigration consequences, such as reporting a Worker to immigration authorities or threatening to withhold essential information needed for a future visa application</li> <li>(c) reduction in the Worker's working hours</li> <li>(d) change to less favourable working conditions for the Worker</li> <li>(e) refusal to employ the Worker at any time in the future or</li> <li>(f) threatening or organising to take any of the above action.</li> </ul>
Scheme	The Pacific Australia Labour Mobility scheme.
Scheme Eligibility Requirements	The requirements an individual <b>must</b> meet to be a Worker under the Scheme. Refer to section <a href="#">2.1</a> .
Short-Term Placement	A Placement for a Short-Term Worker.
Short-Term Worker	A Worker who holds the relevant Visa and is employed in a contract of short-term work for up to 9 months.
Statement of Deductions	A statement setting out information regarding deductions made from a Worker's wage, including the information specified in section <a href="#">5.1.14</a> .
Us or We	The Department of Employment and Workplace Relations (the Department).
Visa	The Temporary Work (International Relations) visa (subclass 403) - Pacific Australia Labour Mobility stream (or such other visa category as may be Notified by Us), under which the relevant Worker may be employed.
Workplace Induction	An induction You <b>must</b> provide to Workers following arrival in Australia in accordance with section <a href="#">8.6</a> .

### 1.3. Notices and Contact Details

- 1.3.1. Clause 87 of the Deed sets out requirements relating to how Notices **must** be given for the purposes of the Deed, including these Guidelines.
- 1.3.2. Our contact details are set out in **Table 3** below. Other useful information and contacts relating to the Scheme are set out in **Table 4** below.

**Table 3: Scheme contacts**

Description	Contact Details
Department of Employment and Workplace Relations	24/7 PALM Support Service Line: (1800 515 131) Email: ( <a href="mailto:PALM@dewr.gov.au">PALM@dewr.gov.au</a> )

**Table 4: Other Useful Information and Contacts**

Description	Information/Contact Details
Department's IT Systems	You will be given access to the Department's IT Systems. This will allow You to submit documents and manage various aspects of Your participation in the Scheme. Email: ( <a href="mailto:PALM@dewr.gov.au">PALM@dewr.gov.au</a> )
The Office of the Fair Work Ombudsman	<p>Visit the Fair Work Ombudsman's (FWO) website for free information, interactive online tools, best-practice guides and factsheets on workplace rights and obligations, tailored to employers, employees and their representatives. The FWO's <a href="#">PALM scheme</a><sup>2</sup> webpage contains dedicated information and resources for PALM scheme employers and participants including factsheets and storyboards (short videos), translated in Pacific and Timorese languages.</p> <p>The FWO's <a href="#">Horticulture Showcase</a><sup>3</sup> is a virtual hub of workplace information and resources for employers and employees in the horticulture industry.</p> <p>The FWO's <a href="#">Small Business Showcase</a><sup>4</sup> provides tailored information and useful resources to help small business employers meet their workplace obligations.</p> <p><b>Website:</b> <a href="https://www.fairwork.gov.au">https://www.fairwork.gov.au</a></p> <p><b>PALM scheme webpage:</b> <a href="https://www.fairwork.gov.au/find-help-for/visa-holders-migrants/pacific-australia-labour-mobility-scheme">https://www.fairwork.gov.au/find-help-for/visa-holders-migrants/pacific-australia-labour-mobility-scheme</a></p> <p><b>Phone:</b> (13 13 94) (for translation services and language assistance, call (131 450))</p>

<sup>2</sup> FWO—PALM scheme: <https://www.fairwork.gov.au/find-help-for/visa-holders-migrants/pacific-australia-labour-mobility-scheme>

<sup>3</sup> FWO—Horticulture Showcase: <https://horticulture.fairwork.gov.au/>

<sup>4</sup> FWO—Small Business Showcase: <https://smallbusiness.fairwork.gov.au/>

Description	Information/Contact Details
	<p>8:00 am to 5:30 pm Monday to Friday (except for public holidays)</p> <p>Submit an online enquiry: <a href="https://www.fairwork.gov.au/about-us/contact-us/online-enquiries">https://www.fairwork.gov.au/about-us/contact-us/online-enquiries</a></p>
<b>Department of Foreign Affairs and Trade</b>	<p>Email: (<a href="mailto:pacificlabourmobility@dfat.gov.au">pacificlabourmobility@dfat.gov.au</a>)</p>
<b>Department of Home Affairs</b>	<p>Visit the Home Affairs website for general information about the Temporary Work (International Relations) visa (subclass 403) - Pacific Australia Labour Mobility (PALM) stream and sponsorship.</p> <p><b>Home Affairs website page:</b>  <a href="https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/temporary-work-403/pacific-labour-scheme">https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/temporary-work-403/pacific-labour-scheme</a></p>
<b>ImmiAccount</b>	<p>You must use ImmiAccount to:</p> <ul style="list-style-type: none"> <li>• lodge sponsorship and visa applications</li> <li>• check the progress of a sponsorship or visa application or</li> <li>• update Home Affairs when certain situations change.</li> </ul> <p>TAS information is also available on the website.  <b>Website:</b> <a href="https://www.homeaffairs.gov.au">https://www.homeaffairs.gov.au</a></p> <p><b>TAS information:</b>  <a href="https://immi.homeaffairs.gov.au/visas/employing-and-sponsoring-someone/sponsoring-workers/becoming-a-sponsor">https://immi.homeaffairs.gov.au/visas/employing-and-sponsoring-someone/sponsoring-workers/becoming-a-sponsor</a></p> <p>For guidance on lodging a visa application, providing updates and documents or technical support, refer to the information and tip sheets on the ImmiAccount website page:</p> <p><b>ImmiAccount webpage:</b>  <a href="http://www.homeaffairs.gov.au/immiaccount">http://www.homeaffairs.gov.au/immiaccount</a></p>
<b>Visa Entitlement and Verification Online (VEVO)</b>	<p>To check visa details and Worker conditions, You can use the Visa Entitlement and Verification Online (VEVO) system:</p> <p><b>VEVO webpage :</b> <a href="https://immi.homeaffairs.gov.au/visas/already-have-a-visa/check-visa-details-and-conditions/check-conditions-online">https://immi.homeaffairs.gov.au/visas/already-have-a-visa/check-visa-details-and-conditions/check-conditions-online</a></p>

# Chapter 2: Recruiting Workers from Participating Countries

## Mandatory Requirements Overview - Recruiting Workers for participation in the scheme.

*This chapter sets out the process for recruiting Workers and identifies the decision-ready information You **must** provide Us.*

### 2.1. Recruitment Requirements

#### *Deed clause 9, 10 and 11*

- 2.1.1. You **must** only recruit Workers for participation in the Scheme in accordance with the Deed, including these Guidelines, or as Notified by Us. You **must** only recruit Workers:
- (a) from Participating Countries
  - (b) who meet the Scheme Eligibility Requirements:
    - (i) hold or obtain a valid passport for the duration of the contract or be able to obtain one
    - (ii) be physically fit and healthy for the work specified
    - (iii) have no substantial criminal record (Workers who have lived in a foreign country for 12 months or more after the age of 16 or worked on a foreign ship for 12 months or more, require a police check from that country).
    - (iv) Note: for a definition of ‘substantial criminal record’ go to [homeaffairs.gov.au](http://homeaffairs.gov.au)
    - (v) be of good character as established by the granting of a PALM scheme visa.
    - (vi) have a qualification, licence, skills, or experience where required by regulatory or licencing standards
    - (vii) demonstrate a positive attitude to work and a willingness to learn and commit to the employer’s values
    - (viii) have an intention to return to their Home Country
    - (ix) be a minimum of 21 years of age and
    - (x) have a reasonable standard of English (for Long-Term Workers only)
  - (c) and who:
    - (i) hold a Temporary Work (International Relations) visa (subclass 403) - Pacific Australia Labour Mobility stream (or such other visa category as may be Notified by Us).
- 2.1.2. Without limiting Your obligations under the Deed, You **must** only recruit Workers in accordance with the requirements of the relevant LSU.

- 2.1.3. You **must** only recruit Workers to work in eligible postcodes as advised on the [PALM scheme website](#)<sup>5</sup> at the time of submitting the relevant Recruitment Application to Us for approval.
- 2.1.4. You **must** only recruit Workers to work in:
- (a) roles that are unskilled, low-skilled, and semi-skilled; and
  - (b) industries where You have identified a labour shortage through Labour Market Testing (LMT), refer to section 3.3.

### Placements

- 2.1.5. Where You propose to recruit Workers for an industry:
- (a) If You are a Direct Employer, You **must** demonstrate a minimum of 12-months experience successfully operating as an employer in that industry before recruiting Workers for that industry.
  - (b) If You are a Labour Hire Organisation, You **must** demonstrate a minimum of 12-months experience successfully recruiting in that industry before recruiting Workers for that industry.

### Workplace and other relevant laws

- 2.1.6. You **must** engage each Worker as an employee in accordance with all relevant laws, including by ensuring that:
- (a) You comply with any relevant Fair Work Instrument, and all WHS Laws and the Fair Work Act
  - (b) the Worker holds any licence or registration that is required by regulatory or licensing standards for the performance of the specific work they will perform for You in Australia
  - (c) tax instalments are deducted from Worker wages and are paid to the Australian Taxation Office (ATO) in accordance with Australian taxation laws
  - (d) payment of superannuation for Workers are made in accordance with the [Australian Super guarantee](#)<sup>6</sup>, as defined by the ATO and legislated under the [Superannuation Guarantee \(Administration\) Act 1992](#)<sup>7</sup>
  - (e) Workers are provided with at least the applicable minimum rate of pay as well as their minimum entitlements under the [National Employment Standards](#)<sup>8</sup> (NES). An enterprise agreement or other registered agreement or employment contracts cannot provide for less than the NES or exclude them.
  - (f) You comply with Your obligations in respect to workplace discrimination, under relevant:
    - (i) Commonwealth legislation, including the Fair Work Act and anti-discrimination legislation and

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<sup>5</sup> PALM scheme website—eligibility: [www.palmscheme.gov.au/eligibility](http://www.palmscheme.gov.au/eligibility)

<sup>6</sup> ATO website—Super for employers: <https://www.ato.gov.au/business/super-for-employers/>

<sup>7</sup> Federal Register of Legislation—Super Guarantee: <https://www.legislation.gov.au/Series/C2004A04402>

<sup>8</sup> FWO—National Employment Standards: <https://www.fairwork.gov.au/employment-conditions/national-employment-standards>

- (ii) State and Territory legislation.
  - (g) Workers know how to [report an issue](#) to the FWO <sup>9</sup> if they have any concerns in the workplace.
- 2.1.7. Federal laws to protect people from discrimination and from breaches of their human rights are administered by the [Australian Human Rights Commission](#)<sup>10</sup>.
- 2.1.8. Protected attributes with respect to discrimination may vary under State and Territory legislation. Refer to Your relevant State/Territory legislation for further information—refer to [Table 5](#): below:

**Table 5: State/Territory Discrimination Legislation**

State / Territory	Legislation
Australian Capital Territory	<i>Discrimination Act 1991</i>
New South Wales	<i>Anti-Discrimination Act 1977</i>
Northern Territory	<i>Anti-Discrimination Act 1996</i>
Queensland	<i>Anti-Discrimination Act 1991</i>
South Australia	<i>Equal Opportunity Act 1984 and Racial Vilification Act 1996</i>
Tasmania	<i>Anti-Discrimination Act 1998</i>
Victoria	<i>Equal Opportunity Act 2010 and Racial and Religious Tolerance Act 2001</i>
Western Australia	<i>Equal Opportunity Act 1984 and Criminal Code</i>

- 2.1.9. You **must** not take Retaliatory Action against a person who is an employee or prospective employee, including refusing to employ someone, because of the following attributes:
- (a) Race
  - (b) colour
  - (c) sex
  - (d) sexual orientation
  - (e) intersex status
  - (f) gender identity
  - (g) age
  - (h) physical or mental disability
  - (i) marital status
  - (j) family or carers responsibilities
  - (k) pregnancy
  - (l) breastfeeding
  - (m) religion
  - (n) political opinion or
  - (o) national extraction or social origin.
- 2.1.10. Further information can be found on the FWO website:
- (a) [Workplace discrimination](#)<sup>11</sup>

<sup>9</sup> FWO—Report a Workplace Issue: <https://www.fairwork.gov.au/about-us/contact-us#dealing-with-a-workplace-issue>

<sup>10</sup> Australian Human Rights Commission: <https://humanrights.gov.au/our-work/legal/legislation>

<sup>11</sup> FWO—Workplace Discrimination: <https://www.fairwork.gov.au/tools-and-resources/fact-sheets/rights-and-obligations/workplace-discrimination>



- (b) [Protections at work](#)<sup>12</sup>
- (c) [Pay and wages](#)<sup>13</sup>
- (d) [Employment conditions](#)<sup>14</sup>
- (e) [Hiring employees](#)<sup>15</sup>.

## Temporary Activities Sponsor requirements

### *Deed clause 7.4(a)*

- 2.1.11. You **must** comply with all the obligations specified in Your TAS approval letter from Home Affairs.
- 2.1.12. Further information is available on the Home Affairs website—[Sponsorship obligations for Temporary activity sponsor](#)<sup>16</sup>.
- 2.1.13. Approved Employers who wish to sponsor Short-Term Workers for a multi-year visa will be the sponsor for the full validity period of the PALM stream visa.
  - (a) A multi-year visa enables Short-Term Workers to return each season for up to 4 years without the need to submit a new visa application—visa conditions apply<sup>17</sup>. For each Short-Term Worker, You **must** have an Approved Recruitment covering the subsequent Placement of the Worker prior to the Worker returning to Australia to work in that subsequent Placement.
  - (b) Short-Term Workers **must** depart Australia at the end of their (up to) 9-month work contract, but no later than 10 months pending flight availability, to meet their visa conditions.
  - (c) If any Short-Term Worker ceases to be employed by You or is unable to return to Australia for a subsequent Placement, You **must** immediately notify Home Affairs.
- 2.1.14. For more information on Portability Arrangements (transfer) of Workers refer to section [8.7](#).

## Labour Hire Organisations

### *Deed clause 7.4(e)*

- 2.1.15. If You are a Labour Hire Organisation You **must** comply with any applicable labour hire licensing laws in Australia, including under relevant State and Territory legislation.
- 2.1.16. You **must**, in each Recruitment Application submitted to Us in accordance with section [3.1](#) and under Deed clause 9:
  - (a) identify any Conflict in the provision of services as a Labour Hire Organisation, including in relation to the nomination of a third party as a Host Organisation and

<sup>12</sup> FWO—Protections at Work: <https://www.fairwork.gov.au/tools-and-resources/fact-sheets/rights-and-obligations/protections-at-work>

<sup>13</sup> FWO—Pay and wages: <https://www.fairwork.gov.au/pay-and-wages>

<sup>14</sup> FWO—Employment Conditions: <https://www.fairwork.gov.au/employment-conditions>

<sup>15</sup> FWO—Compliance and Enforcement: <https://www.fairwork.gov.au/about-us/compliance-and-enforcement>

<sup>16</sup> Home Affairs website—Sponsorship Obligations: <https://immi.homeaffairs.gov.au/visas/employing-and-sponsoring-someone/existing-sponsors/tas-sponsorship-obligations>

<sup>17</sup> Under the *Migration Regulations 1994*, visa condition 8576 will be imposed on a Short-Term Worker: This means that the Short-Term Worker **must** not stay in Australia for more than 10 months in any period of 12 months.

- (b) outline how You will manage any such Conflict.

### Insurance requirements

#### *Deed clause 53*

- 2.1.17. You **must** hold insurances in accordance with clause 53 of the Deed.

### Cultural competency (applicable from 1 March 2024)

- 2.1.18. If You are a new Approved Employer, prior to recruiting any Worker You, including Your key Personnel and Managers and Welfare and Wellbeing Support Person(s) involved in the Scheme, **must** demonstrate cultural competency related to the Participating Country/ies that You are proposing to recruit Workers from.
- 2.1.19. If You are a Continuing Approved Employer, You, including Your key Personnel and Managers and Welfare and Wellbeing Support Person(s) involved in the Scheme, **must**, if We direct You, demonstrate to Us knowledge of, or undertake training on, the culture and protocols of the Participating Country/ies from which You are seeking to recruit Workers.
- 2.1.20. You **must**, in each Recruitment Application submitted to Us under clause 9.2 of the Deed, demonstrate Your cultural competency of the relevant Participating Country.

## 2.2. Recruitment methods in Participating Countries

- 2.2.1. You **must** use the recruitment method specified by the Participating Country to recruit Workers.
- 2.2.2. There are 3 recruitment methods currently available under the Scheme:
  - (a) work-ready pool
  - (b) direct recruitment and
  - (c) licensed agent recruitment.

For further information on recruitment methods allowed in each Participating Country refer to [PALM website](#)<sup>18</sup>.

- 2.2.3. For all recruitments, You **must**:
  - (a) ensure that candidates are registered with the LSU and are included in the work-ready pool database
  - (b) alert the LSU immediately after You provide a candidate with an Offer of Employment (OoE). This enables the LSU to be able to support Your recruitment and
  - (c) prepare selected Workers for deployment to Australia, including providing a Pre-Departure Briefing (PDB) in accordance with section [6.2](#).

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<sup>18</sup> PALM scheme—Countries <https://www.palmscheme.gov.au/countries>

## 2.3. Pay Parity

- 2.3.1. You **must** pay Workers the same full rate of pay attached to the relevant classification in the applicable Fair Work Instrument if workers are performing the same type of work and engaged at the same site as other employees.
- 2.3.2. You **must** also consider any other requirements specific to your industry as communicated by Us from time to time.
- 2.3.3. The full rate of pay is defined in section 18 of the Fair Work Act and includes the base rate of pay, incentive-based payments, loadings, monetary allowances, overtime and penalty rates, and any other separately identifiable amounts.
- 2.3.4. We will consider the full rate of pay in Your Recruitment Application. We will not consider conditions that seek to compensate or balance lower pay rates.
- 2.3.5. When You submit any Recruitment Application to Us, You **must** declare You will comply with sections 2.3.1 and 2.3.2 and include information demonstrating this (including as part of Your draft OoE). You are responsible for identifying the relevant rate of pay in a Fair Work Instrument for any employee performing the same type of work at the work site and ensuring the pay rate You provide to a Worker aligns. This evidence is determined by Your entity type.
  - (a) Direct Employers - evidence of the relevant rate of pay in the applicable Fair Work Instrument that would apply to any other employee outside of the PALM scheme.
  - (b) Labour Hire Companies - evidence of the relevant rate of pay in the applicable Fair Work Instrument that would apply to an employee engaged directly by the Host Organisation to perform the same type of work at the same work site as the Worker, and a statement countersigned by the Host Organisation and Labour Hire Company agreeing to maintain pay parity for the duration of the Placement.
- 2.3.6. For the purpose of section 2.3.5, information demonstrating your compliance with section 2.3.1 and section 2.3.2 may include a regulated labour hire arrangement order made by the Fair Work Commission under section 306E of the Fair Work Act in respect of the Workers (FWC Order). If you are subject to, and complying with, an applicable FWC Order, you will be deemed to have complied with sections 2.3.1 and 2.3.2.
- 2.3.7. You **must** maintain compliance with sections 2.3.1 to 2.3.5 for the duration of Workers' Placement.

## 2.4. Net Financial Benefit

### *Deed clause 11*

- 2.4.1. You **must** demonstrate to Us that Workers will gain a reasonable Net Financial Benefit during their Placement.
  - (a) You **must** demonstrate this through information provided in Your Recruitment Application.
  - (b) If You are unable to demonstrate that Workers will receive a reasonable Net Financial Benefit We may, at Our absolute discretion, not approve Your Recruitment Application.

- 2.4.2. We will determine whether You have demonstrated in Your Recruitment Application that Workers will gain a reasonable Net Financial Benefit during their Placement by considering various factors, including:
- (a) the hours of work You will offer Workers, noting the minimum hours requirements as per section [3.7](#)
  - (b) the likely duration of the Workers' stays in Australia
  - (c) expected net earnings after tax and deductions and
  - (d) ensuring a minimum net pay guarantee of \$200 per week for Workers after tax and deductions (debt repayment can be extended), as outlined in section [5.1](#).

# Chapter 3: Recruitment Application

## Mandatory Requirements Overview - Completing Your Recruitment Application

*This chapter outlines what information You **must** provide Us when submitting Your Recruitment Application.*

### 3.1. Recruitment Application and related matters

#### *Deed clause 9*

3.1.1. Any Recruitment Application submitted by You to Us under clause 9 of the Deed **must** be submitted via the Department's IT Systems (unless otherwise directed by Us) and include:

- (a) **Completed template forms:** You **must** complete and submit each template form identified in the Department's IT Systems as a form to be included in any Recruitment Application. We note Your obligation under clause 24.1 of the Deed to ensure that all information provided to Us is true, accurate, and complete at the time of its provision.
- (b) **Labour Market Testing:** You **must** include Labour Market Testing that sets out/includes the information specified in section [3.3](#) and copies of the advertisement/s for the employment positions that Your proposed Workers will be employed in and information on any response You received to that/those advertisement/s:
  - (i) where You placed each advertisement
  - (ii) the dates on which each advertisement was published
  - (iii) the number of applicants, and
  - (iv) the number of Australian people recruited.

**Note:** You may commence Your Recruitment Application while undertaking Labour Market Testing and submit the outcome when finalised.

- (c) **Completed Approved Employer declaration:** You **must** include an Approved Employer declaration, the template for which is provided in the Department's IT Systems.
- (d) **Placement group:** You **must** include details of the Placement group of each Worker proposed to be recruited, including:
  - (i) the number of female Workers and the number of male Workers in the group
  - (ii) the duration of the Placements of the Workers in the group
  - (iii) the Home Country/ies of the Workers in the group
  - (iv) the location at which the Workers in the group will be working, including the details of any Host Organisation that they will be Working for and
  - (v) a description of the role that the Workers in the group will be undertaking as part of their Placement.

- (e) **Welfare and Wellbeing Plan:** You **must** include a Welfare and Wellbeing Plan that sets out the information specified in section [9.5](#).
  - (f) **Accommodation Plan:** You **must** include an Accommodation Plan that sets out the information specified in section [10.2](#).
  - (g) **Transport Plan:** You **must** include a Transport Plan that sets out the information specified in section [10.11](#).
  - (h) **Contingency Plan:** You **must** include a Contingency Plan that sets out the information specified in section [3.4](#).
  - (i) **Draft OoE:** You **must** include a draft OoE that sets out the information specified in section [3.6](#).
  - (j) **Pay Parity:** You **must** include the information specified in section [2.3](#).
- 3.1.2. Where We have previously approved a Recruitment Application including particular Plans, and You propose to use one or more of those Plans for another Recruitment Application, You do not need to resubmit any of those approved Plans for the purpose of the other Recruitment Application if they are still compliant. However, You **must** inform Us when You intend to include those Plans as part of a Recruitment Application.
- 3.1.3. You **must** ensure that all forms lodged as part of a Recruitment Application are ‘decision-ready’ and are lodged no later than 8 weeks prior to the arrival date of Workers into Australia. This means all the documents and attachments submitted **must** be:
- (a) valid, meaning that they meet the relevant requirements of the Deed, including these Guidelines
  - (b) complete and
  - (c) correct.
- 3.1.4. If You fail to submit ‘decision-ready’ forms this **will** delay Our processing of Your application. Refer to the [PALM website](#) <sup>19</sup> for information on steps and timelines associated with the recruitment of Workers as part of the Scheme.
- 3.1.5. You **must** not offer employment to Workers, or commence the recruitment process, prior to having an Approved Recruitment that permits You to employ the relevant Workers.

## 3.2. Recruitment Approval

### *Deed clauses 9 and 10*

- 3.2.1. If We approve a Recruitment Application under clause 9 of the Deed You will be Notified via the Department’s IT Systems.
- 3.2.2. You **must** comply with any request from Us for additional information in respect of any Recruitment Applications.

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<sup>19</sup> PALM website—Recruitment: <https://www.palmscheme.gov.au/recruitment>

- 3.2.3. When We approve a Recruitment Application, We will notify the relevant LSU(s), FWO, union/s and other relevant persons via email.
- 3.2.4. Once We have approved a Recruitment Application submitted by You to Us You **must**, before recruiting any Workers under the Approved Recruitment, contact the relevant LSU(s) directly to discuss their preferred approach for recruitment. For example:
  - (a) virtual interviews
  - (b) in-country recruitment or
  - (c) skills assessment requirements.
- 3.2.5. Your obligations regarding Worker briefings prior to mobilisation to Australia are set out under section [6.2](#).

### 3.3. Labour Market Testing

#### *Deed clause 9*

- 3.3.1. You **must** not recruit any Worker to fill an employment position unless You have first advertised that particular employment position in Australia in accordance with the requirements of this section and have demonstrated to Us that You cannot fill that position with a local worker as set out in section 3.1.1 (b).
- 3.3.2. You **must**:
  - (a) place each advertisement for an employment position in accordance with the requirements set out below under section [3.3.6](#)
  - (b) consider all the applicants who apply for the advertised position and offer employment to local workers who are suitable for that position and
  - (c) provide evidence and outcomes of the Labour Market Testing process when submitting a Recruitment Application to Us.
- 3.3.3. We note Your obligation under clause 24.1 of the Deed to ensure that all information provided to Us is true, accurate, and complete at the time of its provision.
- 3.3.4. You may submit Labour Market Testing conducted in accordance with this section 3.3 with any relevant Recruitment Application(s) for up to 12 months after the relevant advertisement close date.
- 3.3.5. You **must** not employ more Workers than the number of vacancies advertised less any filled vacancies as a result of the relevant Labour Market Testing.

#### **Labour Market Testing requirements (advertisements)**

- 3.3.6. The advertisement **must**:
  - (a) run for a minimum of 14 calendar days;
  - (b) state the number of vacancies to be filled;
  - (c) be advertised in all locations(s)/regions(s) where work is to be performed;
  - (d) state when work will commence and the duration of employment;
  - (e) state the type of work available and characteristics and/or aptitudes that are required to do the work;

- (f) not request applicants possess skills in the industry, or hold any sort of work-related certificate, permit or licence, unless mandated by a regulatory requirement;

**Note:** You **must** present evidence of the mandated licensing requirements as determined by the industry peak body and State and Territory licencing requirements, if requested by Us.

- (g) state if there is potential to upskill or provide training for applicants;
- (h) provide information about hours of work, pay and conditions and any other relevant information; and
- (i) be placed on the Government's [Workforce Australia website](#)<sup>20</sup>.

**Note:** The Scheme is Australia's primary temporary migration program that addresses low, semi and unskilled workforce shortages primarily in rural and regional Australia.

**Note:** The Fair Work Ombudsman has downloadable templates for job advertisements and job descriptions on [Templates - Fair Work Ombudsman](#)<sup>21</sup>. The templates include a reminder that job ads are prohibited from including pay rates that would breach the Fair Work Act or a Fair Work Instrument.

## 3.4. Contingency Planning

### *Deed clause 9*

- 3.4.1. You **must** include a Contingency Plan in each Recruitment Application to cover situations in which You are not able to meet Your obligations under Your employment contracts with Workers.
- 3.4.2. You **must** obtain Our approval of the Contingency Plan under Deed clause 9.
- 3.4.3. The Contingency Plan **must** provide details on how You will ensure that, should the Contingency Plan be required, You will continue to meet Your requirements under the Deed, including these Guidelines.
- 3.4.4. You **must** ensure any changes to employment conditions specified in the Contingency Plan adhere to the Fair Work Act and any relevant Fair Work Instrument.
- 3.4.5. At all times, and despite the contents of any Contingency Plan approved by Us, You **must** work with Us and provide possible solutions when any Placement has become unavailable.
- 3.4.6. Nothing in any Contingency Plan approved by Us limits or otherwise affects Our rights or Your obligations under the Deed or otherwise at law.
- 3.4.7. For reporting requirements relating to Your obligations and notifying Us in the case of a Force Majeure Event refer to section [13.5](#).
- 3.4.8. You **must** Notify Us as soon as practicable, but no later than the next Business Day, if You become aware of any matter likely to result in Your Contingency Plan being enacted or, if a matter has resulted in You enacting Your approved Contingency Plan and it was not feasible to notify Us beforehand. You enacting Your approved Contingency Plan does not require Our approval.

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<sup>20</sup> Workforce Australia website: <https://www.workforceaustralia.gov.au/businesses/>

<sup>21</sup> Fair Work Ombudsman templates: <https://www.fairwork.gov.au/tools-and-resources/templates>



- 3.4.9. The Contingency Plan approved by Us is valid for the duration of the relevant Approved Recruitment.

### 3.5. Recruitment Caps

#### *Deed clause 10*

- 3.5.1. If You are a New Approved Employer and a Direct Employer, and, in Your application to participate in the Scheme, You specified that You employ fewer than 200 workers, Your Recruitment Cap is up to 40 Workers (or unless otherwise determined by Us).
- 3.5.2. If You are a New Approved Employer and a Direct Employer, and, in Your application to participate in the Scheme, You specified that You employ 200 or more workers, Your Recruitment Cap is up to 80 Workers (or unless otherwise determined by Us).
- 3.5.3. If You are a New Approved Employer and a Labour Hire Organisation, Your Recruitment Cap is up to 80 Workers (or unless otherwise determined by Us).
- 3.5.4. You may, in accordance with these Guidelines, request that We review Your Recruitment Cap when You can demonstrate to Us that You have successfully, and without incident within Your control, recruited the number of Workers that is Your Recruitment Cap (or close to that number) for at least 4 months. This allows You time to demonstrate Your ability to meet Your obligations under the Deed with an increased Recruitment Cap.
- 3.5.5. To request a review of Your Recruitment Cap, You **must**:
- (a) complete and submit the Recruitment Cap Review form available in the Department's IT Systems
  - (b) provide Workers' pay data for the first 4 months of Your Approved Recruitment/s from the date of their arrival and
  - (c) update Your Welfare and Wellbeing Plan to outline how any additional Workers will be supported by You under Your welfare and wellbeing obligations outlined in the Deed and Guidelines (if required).
- 3.5.6. A decision by Us under clause 10.4 of the Deed to vary a Recruitment Cap will be made on a case-by-case basis, taking into account the following factors:
- (a) the pay data that You have provided with the relevant Recruitment Cap Review form
  - (b) Your performance and compliance with the Deed, including these Guidelines
  - (c) Your compliance with workplace laws
  - (d) whether You can provide the appropriate welfare and wellbeing support for the number of Workers You propose to be Your new Recruitment Cap and/or
  - (e) any other relevant information as determined by Us.
- 3.5.7. We will not increase Your Recruitment Cap to more than double Your current Recruitment Cap.
- 3.5.8. Your current Recruitment Cap applies until We notify You that We have varied it.

- 3.5.9. If We have imposed a Recruitment Cap on You due to performance concerns, We will Notify You when We consider that You can request to have it reviewed for an increase.

## 3.6. Offer of Employment (OoE)

### *Deed clauses 9.13 - 9.15*

- 3.6.1. In addition to the details referred to in section 3.6.3, You **must** include, in each draft OoE submitted by You under clause 9.1 of the Deed, as much information as possible to support Workers to understand the key elements of their OoE, including:
- (a) an example and explanation of a pay slip, including details that **must** be displayed under Australian workplace laws (such as deductions, superannuation, tax, gross and net pay, casual loading (if applicable))
  - (b) provisions for paid and/or unpaid leave that Workers are entitled to
  - (c) other conditions such as ordinary hours of work, rest and meal breaks, provisions for overtime or time-off-in-lieu, piece rates (if applicable) (ensuring You consider pay parity requirements) and
  - (d) what regular education, communications and employment information will be provided and how this will be delivered.
- 3.6.2. You **must** ensure that each OoE submitted by You under clause 9.13 of the Deed is consistent with all laws relating to what is permitted to be included in an offer of employment. The terms and conditions of employment offered **must** meet the [minimum requirements under the Fair Work Act<sup>22</sup>](#), as well as the requirements set out in the Deed and these Guidelines.
- 3.6.3. You **must** ensure that each OoE submitted by You under clause 9.13 of the Deed contains, as a minimum, the following details:
- (a) **Description of main duties**—such as feeding and watering stock, cleaning.
  - (b) **Environmental conditions of work**—such as temperatures, outdoor/indoor setting, heavy lifting, manual labour, noise, geographic setting.
  - (c) **Modern Award or enterprise agreement or other registered agreement**—details of the Fair Work Instrument that will apply to the Worker.
  - (d) **Employment conditions**— such as minimum pay rates and/or piece rates, and other applicable conditions of employment under the relevant Fair Work Instrument.
  - (e) **Engagement Details**—such as job title for the role, details as to whether Workers will be Short-Term Workers (employed in seasonal work for up to 9 months) or Long-Term Workers (employed for 1-4 years), and the commencement date and length of their employment.
  - (f) **Employment type**—full-time, part-time, or casual.

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<sup>22</sup> FWO—NES: <https://www.fairwork.gov.au/employment-conditions/national-employment-standards>

- (g) **Hours of employment**—working hours **must** conform with the minimum hour requirements for the relevant type of Worker (i.e. Short-Term Worker or Long-Term Worker) specified in section [3.7](#).
- (h) **Management structure**—who the Worker will be reporting to in the workplace.
- (i) **Visa requirements**—notification that employment is subject to the Worker candidate being successful in their application for a Temporary Work (International Relations) visa (subclass 403) - Pacific Australia Labour Mobility stream, or such other visa category as may be specified in these Guidelines or on the PALM website.
- (j) **Workplace details**—location and contact details of the Worker’s workplace, as a minimum.
- (k) **Welfare and wellbeing support**—information about:
  - (i) the support You will provide in accordance with the relevant Welfare and Wellbeing Plan and section [9.6](#) and
  - (ii) community contacts and opportunities for recreation and religious observance near the location of their accommodation and workplace.
- (l) **On-arrival financial assistance**—specific information about what You will provide in the form of a cash advance to assist the Worker settle in, and how this will be recovered through short-term deductions. See section [5.1](#) below for the requirements relating to the payment of a cash advance.
- (m) **Deductions**—an itemised breakdown of all deductions You propose to make from the Worker’s wages (note: unless a deduction is allowed by a relevant law, court or Fair Work Commission order, or under the applicable Fair Work Instrument, all deductions **must** be principally for the Worker’s benefit and is subject to their written agreement).
- (n) **Workers’ Privacy Notice and Consent Form**—explains how Workers’ Personal Information will be handled in the Scheme, seeks Workers’ express consent to the collection of their sensitive information and consent to the disclosure of their Personal Information overseas. The Privacy Notice and Consent Form also informs Workers of:
  - (i) the identity and contact details of the Department
  - (ii) the purpose for which the Department and its agents collect Personal Information and
  - (iii) the consequences for the Worker if all or some of their Personal Information is not collected by the Department.
- (o) **Termination**—specify the terms under which the employment may be terminated, whether that be initiated by You or the Worker, including relevant notice periods.
- (p) **Other information**—as Notified to You by Us.

3.6.4. You **must** ensure that, in addition to the list above, the OoE for each Worker includes:

- (a) changes to any proposed deductions, and reason for the change (e.g. the Worker declined cash advance assistance—proposed deduction removed)

airfare/accommodation changed—deduction amount amended from \$X to \$X per week)

- (b) details of travel arrangements for the Worker, including:
  - (i) proposed travel dates
  - (ii) Port of Arrival and
  - (iii) domestic transfer arrangements.
- (c) details of their compulsory health insurance (including details of coverage and deductions)
- (d) details including cost of the accommodation You are offering to Workers
- (e) details including cost of the transport arrangements to and from work and
- (f) information about community contacts and opportunities for recreation and religious observance near the location of the Worker's accommodation and workplace.

3.6.5. You **must not** offer an OoE to more Workers than the number of employment positions specified in the relevant Approved Recruitment.

3.6.6. You **must not** offer Workers any inducement other than:

- (a) what will be provided under the terms of the Approved OoE and
- (b) the assistance You **must** provide to Workers under the Deed, including these Guidelines.

3.6.7. You **must** make all OoEs to Workers in writing, and electronically if requested by the Worker. Workers **must** be given sufficient time to consider the OoE. This **must** be no less than 7 calendar days from the date the OoE is provided to the Worker (unless there are exceptional circumstances, in which case You **must** Notify Us).

- (a) Where the OoE relates to the transfer of a Worker, You **must** provide the Worker with no less than 2 calendar days to consider the OoE.

3.6.8. You **must** submit the draft OoE as part of each Recruitment Application You submit to Us.

### **Fair Work and Casual Employment Information Statements**

3.6.9. You **must** provide a copy of the [Fair Work Information Statement](#)<sup>23</sup> to all Workers in accordance with the Fair Work Act.

- (a) You **must** ensure that a copy of the Fair Work Information Statement is provided to Workers prior to commencement or as soon as possible after commencement of employment.
  - (i) You may enclose it with the final OoE sent to the Worker to sign; or
  - (ii) make a copy available to Workers during the Arrival Briefing.

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<sup>23</sup> FWO—What is a Fair Work Information Statement: <https://www.fairwork.gov.au/employment-conditions/national-employment-standards/fair-work-information-statement>

- 3.6.10. In addition to the Fair Work Information Statement, You **must** also provide a copy of the [Casual Employment Information Statement](#) <sup>24</sup> to Workers who are being offered employment on a casual basis before, or as soon as possible after, they start their new job.
- (a) You **must** ensure a copy of the Casual Employment Information Statement is provided to Workers prior to commencement or as soon as possible after commencement of employment.
    - (i) You may enclose it with the final OoE sent to the Worker to sign or
    - (ii) make a copy available to Workers prior to or during the Arrival Briefing.
- 3.6.11. You **must** provide a copy of the [Fixed Term Contract Information Statement](#) to all Workers engaged on a fixed term contract, in accordance with the fixed term contract rules under the *Fair Work Act*.
- (a) You **must** ensure that a copy of the Fixed Term Contract Information Statement is provided to all Workers engaged on a fixed term contract prior to commencement of their fixed term contract, or as soon as practicable after commencement of the contract.
    - (i) You may enclose it with the final OoE sent to the Worker to sign or
    - (ii) make a copy available to the Worker during the Arrival Briefing.

### 3.7. Minimum Hours

**Note:** The Department may, under clause 70.3 of the Deed, suspend Your obligations under this section 3.7 where there is a Force Majeure Event (such as a natural disaster e.g. a bushfire or flood).

#### *Deed clause 11.1(c)*

#### **Short-Term Placements (up to 9 months)**

- 3.7.1. You **must** offer to each Short-Term Worker at least the following Minimum Hours of work:
- (a) from the commencement of Your Deed to 31 December 2023 (inclusive), 30 hours per week averaged over the Worker's Placement until 31 December 2023;
  - (b) from 1 January 2024 to 31 March 2026 (inclusive), 120 hours over 4 weeks during the Worker's Placement; and
  - (c) from 1 April 2026, 30 hours per week, every week during the Worker's Placement.
- 3.7.2. From 1 July 2024 to 31 March 2026 (inclusive), if You cannot meet the requirements to offer Short-Term Worker's the required hours in accordance with section 3.7.1(b), You **must** pay the Worker the equivalent amount of at least 120 hours over the 4-week period for the hours that have not been offered to the worker. This additional payment should be paid in the following pay cycle, calculated at the Worker's base rate of pay as

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<sup>24</sup> FWO—What is a Casual Employment Information Statement: <https://www.fairwork.gov.au/employment-conditions/national-employment-standards/casual-employment-information-statement>

identified in the Worker's Offer of Employment. The minimum hours requirement is based on hours worked not the rate of payment (for example, piece rates).

- 3.7.3. For the avoidance of doubt, the requirement under 3.7.2 does not apply in circumstances where You have made a reasonable and genuine offer of hours of work in accordance with section 3.7.1(b) but the Worker declines any of the hours offered.
- 3.7.4. For the purposes of sections 3.7.1(b), 3.7.2 and 3.7.3, where relevant:
- (a) the 4-week periods are fixed periods and align to Your pay cycle;
  - (b) if the Worker begins work part way through a 4-week period, the requirement at sections 3.7.1(b) and 3.7.2 is to be calculated on a pro-rata basis;
  - (c) if the final 4-week period for a Worker is less than 4 weeks due to the Worker's departure from Australia, the requirement at sections 3.7.1(b) and 3.7.2 is to be calculated on a pro-rata basis; and
  - (d) where applicable, if a 4-week period includes a relevant public holiday, the requirement at sections 3.7.1(b) and 3.7.2 is to be calculated on a pro-rata basis.
- 3.7.5. If you fail to comply with the requirements prescribed in sections 3.7.1(b) and 3.7.2, We may undertake compliance activities in accordance with the Deed and Guidelines in relation to the Minimum Hours You are required to offer Short-Term Workers.
- 3.7.6. You **must** retain documentary evidence of your compliance with paragraphs 3.7.1, 3.7.2 and 3.7.3 including of hours offered and, where relevant, any offer of hours refused.
- 3.7.7. For the avoidance of doubt, if You are a Labour Hire Organisation, You **must** comply with sections 3.7.1(b), 3.7.2 and 3.7.3.

#### **Long-Term Placements (one to 4 years)**

- 3.7.8. You **must** offer to each Long-Term Worker full-time hours of work in every week during the Worker's Placement. Subject to the relevant Fair Work Instrument, full-time hours are generally considered to be 38 hours per week.
- 3.7.9. If You are Continuing Approved Employer:
- (a) For Transition Recruitments, from the commencement of Your Deed to 30 September 2023, You **must** commence transitioning each Long-Term Worker to full-time hours. From 1 October 2023, You **must** meet 3.7.2.

#### **Limits on deductions where Workers offered less than 20 hours work in a week**

- 3.7.10. For any week in which You offer less than 20 hours of work You **must** cover the cost of the Worker's accommodation and transport for that week (debt cannot be accrued). See section 5.3.

#### **Transition Arrangements for Continuing Approved Employers**

- 3.7.11. For Continuing Approved Employers, from 1 October 2023, or from the date of new Worker Arrivals under New Approved Recruitments and Transition Recruitments (whichever is earliest) for any week in which You offer less than 20 hours of work You **must** cover the cost of the Worker's accommodation and transport for that week (debt cannot be accrued). See section [5.3](#).

## Shutdowns

- 3.7.12. Where a Fair Work Instrument applying to any Long-Term Worker allows for planned annual closures (site shutdown or closedown), You **must**:
- (a) meet any requirements under the relevant Fair Work Instrument to pay the Worker during the shutdown or
  - (b) where the relevant Fair Work Instrument allows, You may direct the Worker to take annual leave. Where a Worker is on paid annual leave for the hours that they are normally employed i.e. Full Time equivalent, then You are not required to cover the Worker's accommodation and transport during the shutdown.
- 3.7.13. If there is no requirement to pay a Worker under the relevant Fair Work Instrument during shutdown, and the Worker does not have sufficient leave to cover the shutdown period, You **must**:
- (a) provide the Worker with at least 4 weeks advance notice of any shutdown, and ensure that they understand any impacts on pay, such as options for half pay leave (if the shutdown period is not paid and leave balances are insufficient to cover full period), financial support and temporary pause on remittances
  - (b) cap the length of shutdowns for the Worker to a maximum period of 4 weeks per year and
  - (c) if the Worker may be without pay for the shutdown period, provide the Workers with financial support in the form of a weekly advance during the shutdown period. The advance **must** be no less than the weekly minimum net take home wage specified in section [2.4.2](#). You **must** pay the advance on a weekly basis (i.e. not as a lump sum payment) to ensure the Worker has sufficient funds to support themselves during the shutdown. You may recover the advance through deductions from the Worker's pay after the shutdown as per Chapter 5.

## Standdowns

- 3.7.14. You may have the right to standdown Workers under the Fair Work Act or relevant Fair Work Instrument, as applicable, if the Workers cannot usefully be employed for reasons outside of Your control, such as equipment breakdown natural disasters, severe or inclement weather and industrial action. Before standing down Workers, you **must** ensure compliance with the Fair Work Act or relevant Fair Work Instrument, as applicable, and these Guidelines.
- 3.7.15. If a standdown reduces the available hours of work for Workers to fewer than 20 in a week, Approved Employers **must**:
- (i) ensure a minimum net pay guarantee for Workers after tax and deductions of \$200 a week as per section [5.1.7](#); and
  - (ii) cover the costs of Worker's accommodation and transport for any week in which Approved Employers offer less than 20 hours as per section [3.7.10](#).
- 3.7.16. If a standdown does not reduce available hours of work for Workers to fewer than 20 in a week, no further action is required.

- 3.7.17. Refer to the [FWO website](#)<sup>25</sup> for further information on shutdowns and standdowns.

#### **Leave and minimum hours**

- 3.7.18. You **must** not require a Worker to use [NES leave entitlements](#)<sup>26</sup>, either paid or unpaid, where You have directed the Worker to standdown.
- 3.7.19. Where Workers are paid standard hours for the period of the standdown, this will count towards the minimum hour requirements specified in section [3.7](#).
- 3.7.20. For the avoidance of doubt, the requirement at [3.7.18](#) does not apply in the situation where, under the applicable Fair Work Instrument, You are able to direct a Worker to take paid or unpaid leave during a shutdown.

#### **Fair Work Instruments**

- 3.7.21. If any Fair Work Instrument applies to a Worker, and the terms of that Fair Work Instrument impose a higher number of minimum hours than those specified in this section [3.7](#), the minimum hours imposed by the Fair Work Instrument will apply.

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<sup>25</sup> FWO - Shut downs and Standdowns: [https://www.fairwork.gov.au/tools-and-resources/library/K600633\\_Difference-between-stand-down-unpaid-leave-shut-down#:~:text=A%20shut%20down%20is%20also,by%20an%20award%20or%20agreement](https://www.fairwork.gov.au/tools-and-resources/library/K600633_Difference-between-stand-down-unpaid-leave-shut-down#:~:text=A%20shut%20down%20is%20also,by%20an%20award%20or%20agreement).

<sup>26</sup> FWO – National Employment Standards: <https://www.fairwork.gov.au/employment-conditions/national-employment-standards>



# Chapter 4: Changes to Approved Recruitments and Employment Conditions

## Mandatory Requirements Overview - Changes to Approved Recruitments and Employment conditions

*This chapter outlines Your responsibilities of what You **must** do when You need to make a change to an Approved Recruitment, including any changes to any Plan forming part of an Approved Recruitment or the terms in any OoE.*

### 4.1. Changes to Approved Recruitments

#### *Deed clauses 9 and 10*

- 4.1.1. Subject to section [4.1.2](#), You **must** not implement any proposed change to an Approved Recruitment, including any proposed change to a Plan or OoE forming part of an Approved Recruitment, unless We have given Our prior written approval.
- 4.1.2. An exception to the obligation to obtain Our prior written approval referred to in this section 4.1.1 is when You need to relocate Workers due to urgent and unforeseeable circumstances, in which case only verbal approval from Us is required - refer to Chapter 13 for further information on Reporting requirements. Other exceptions to the obligation in section [4.1.1](#) are specified in [Table 6](#) below.
- 4.1.3. Where the Department approves a change to an Approved Recruitment OoE (such as a change to the Worker's conditions of employment), You **must** ensure that any such change is genuinely agreed to in writing by each relevant Worker before the change is implemented. Your attention is drawn to clause 9.5 of the Deed and Your continuing obligation to comply with Australia's workplace laws.
- 4.1.4. Any changes to a Worker's conditions of employment **must** be communicated to them by email, if requested by the Worker.
- 4.1.5. You **must** adhere to the requirements of the Fair Work Act and Your obligations under any applicable Fair Work Instrument when implementing a 'Change in the type of work performed'.
- 4.1.6. You **must** consult with the relevant Worker/s and genuinely consider any feedback provided by them before implementing a change to the type of work they perform.
- 4.1.7. Any changes to a Worker's classification or duties **must** adhere to the requirements of the Fair Work Act and applicable Fair Work Instrument regarding the provision of training and skills progression, and where applicable, increases to minimum rates of pay and entitlements.
- 4.1.8. Your legal obligations may also change where there is a change to the type of work performed by a Worker, such as obligations relating to work health and safety requirements, and/or provision of training to ensure Workers hold the necessary skills/certification to undertake the duties.

- 4.1.9. You **must** send details of any changes to any Approved Recruitment (including any proposed changes to any Plans or OoEs forming part of the Approved Recruitment) to Us via the Department's IT Systems.

**Table 6: Overview of requirements relating to proposed changes to an Approved Recruitment (including any proposed changes to any Plans or OoEs forming part of the Approved Recruitment)**

Type of change to Approved Recruitment	Requirements for the change	Approval by Us required prior to implementation (Yes or No)
<b>Increase the number of Workers permitted to be recruited under the Approved Recruitment</b>	When requesting Our approval for the proposed change, You <b>must</b> include <a href="#">Labour Market Testing</a> in accordance with these Guidelines.	<b>Yes</b>
<b>Change to the arrival/departure date of Workers</b> <i>Less than (&lt;) 2-weeks of the date approved</i>	You <b>must</b> Notify Us through the Arrival Report or Departure Report if the change to the arrival or departure date is within 2 weeks of the dates specified in the relevant Recruitment Plan that has been approved by Us.	<b>No</b>
<b>Change to the arrival/departure date of Workers</b> <i>2-weeks or greater than the date approved</i>	You <b>must</b> Notify Us and seek Our approval if the variation to the arrival or departure date has changed or is likely to change by more than 2 weeks of the dates specified in the relevant Recruitment Plan that has been approved by Us.	<b>Yes</b> <sup>27</sup>
<b>Change to the work location/Host Organisation for Workers (must be in line with relevant Labour Hire legislation and requirements)</b> Where the change is not already allowed under the relevant Recruitment Plan	See sections <a href="#">4.1.1</a> and <a href="#">4.1.2</a> for requirements regarding changes to any Approved Plan (such as a Recruitment Plan or an Accommodation Plan). See sections <a href="#">4.1.3</a> to <a href="#">4.1.9</a> for requirements regarding changes to any OoE.  You are responsible for paying the full costs of relocating Workers from one work location to another.	<b>Yes</b>

<sup>27</sup> You **must** Notify Us as soon as You become aware the change has occurred or there is likely to be a change, or by 5.00 PM (AEST/AEDT) the next Business Day, at the latest.

Type of change to Approved Recruitment	Requirements for the change	Approval by Us required prior to implementation (Yes or No)
<b>Change of Worker Accommodation</b> In circumstances where the new accommodation has been previously <u>approved</u> by Us as part of an Approved Recruitment	You <b>must</b> : <ul style="list-style-type: none"> <li>• notify Us within 5 Business Days after the move</li> <li>• prior to the move, clearly explain any change in accommodation costs to the Workers, including any incidental costs such as gardening, cleaning, meals</li> <li>• comply with section <a href="#">4.1.3</a> with respect to any proposed changes to deductions related to accommodation costs specified in the OoEs for any relevant Worker, and once approved by Us, provide a new or amended OoE to the Worker and receive their signed agreement prior to the move.</li> </ul>	<b>No</b> —You do not need to seek Our further approval for accommodation that is already approved by Us unless there has been a change of the type referred in section <a href="#">10.8</a> . <b>Yes</b> —for any change to any OoE. In the case of an urgent and unforeseen accommodation move, refer to section <a href="#">10.9</a> .
<b>Change of Worker Accommodation</b> In circumstances where: <ul style="list-style-type: none"> <li>• the new accommodation has <u>not been previously</u> approved by Us as part of an Approved Recruitment or</li> <li>• the previously approved accommodation has changed as described in section <a href="#">10.2</a>.</li> </ul>	You <b>must</b> submit an updated or new Accommodation Plan. See section <a href="#">4.1.1</a> and <a href="#">4.1.2</a> for requirements regarding changes to any Approved Plan (such as a Recruitment Plan or an Accommodation Plan). You <b>must</b> : <ul style="list-style-type: none"> <li>• notify Us at least 3 calendar days before moving the Workers</li> <li>• prior to the move, clearly explain any change in accommodation costs to the Workers, including any incidental costs such as gardening, cleaning, meals</li> <li>• comply with section <a href="#">4.1.3</a> with respect to any proposed changes to deductions related to accommodation costs specified in the OoEs for any relevant Worker, and once approved by Us, provide a new or amended OoE to the Worker and receive their signed agreement prior to the move.</li> </ul> If requested by Us, You <b>must</b> provide Us with a copy of the Workers written agreement to the move.	<b>Yes</b>

Type of change to Approved Recruitment	Requirements for the change	Approval by Us required prior to implementation (Yes or No)
<b>Change of Worker Accommodation</b> Accommodation where the Worker chooses to arrange their own accommodation.	Subject to the following provision, You <b>must</b> notify Us at least 14 calendar days prior to a Worker vacating accommodation that has been arranged or provided by You and approved by Us. If the Worker does not provide You with 14 calendar days' notice of their intention to move to their own arranged accommodation, then You <b>must</b> notify Us within 7 calendar days once You are informed of the Worker vacating Your approved accommodation.	<b>No</b>
<b>Change in the type of work performed (including promotion or any upskilling of an existing Worker)</b> If the work differs from the type of work specified in the relevant Approved Offer of Employment	You <b>must</b> : <ul style="list-style-type: none"> <li>• notify Us 7-calendar days prior to implementing the proposed change.</li> <li>• provide Us with relevant Labour Market Testing in accordance with section <a href="#">3.3.</a></li> <li>• comply with the requirements in sections <a href="#">4.1.1</a> to <a href="#">4.1.9</a>.</li> </ul>	<b>Yes</b>
<b>Change to the Welfare and Wellbeing Support Person(s)</b>	You <b>must</b> : <ul style="list-style-type: none"> <li>• ensure Workers are provided with the contact details for the new support person, prior to or immediately following the change</li> <li>• notify Us of the change as soon as reasonably practicable, but within 7 calendar days of the change occurring.</li> </ul>	<b>No</b>

Type of change to Approved Recruitment	Requirements for the change	Approval by Us required prior to implementation (Yes or No)
<b>Reduction in rate of pay</b> You cannot reduce a Worker's rate of pay without their agreement and written consent. If the Worker does not agree to the reduction in pay rate, and You pay the Worker less than the rate set out in the approved OoE and it is less than the minimum applicable pay rate, You will be in breach of the employment contract.	<b>You must:</b> <ul style="list-style-type: none"> <li>comply with the requirements in section <a href="#">4.1.3</a>, noting that a reduction in pay is a change to the OoE and</li> <li>discuss and explain to the Worker the reason for the proposed reduction.</li> </ul> <b>Note:</b> Any reduction in pay <b>must</b> : <ul style="list-style-type: none"> <li>meet the minimum hour requirements as set out in the Deed, including these Guidelines</li> <li>meet the minimum pay requirements under the relevant Fair Work Instrument and be compliant with the Fair Work Act.</li> </ul>	<b>Yes</b>
<b>Increase in hours of work</b>	Workers may be provided with additional hours of work, provided those hours are in accordance with the relevant Fair Work Instrument, and You otherwise comply with the requirements under the Fair Work Act relating to entitlements, such as overtime, penalty rates and rest breaks.	<b>No</b>
<b>Decrease in hours of work</b>	You <b>must</b> meet Your minimum hours obligations under section <a href="#">3.7</a> .	<b>Yes</b> —if Worker hours of work are reduced to less than those specified in the Worker's OoE.
<b>Mandatory variation of the terms of an OoE</b> to ensure compliance with a legal requirement (for example if required by changes to legislation, Fair Work Instruments or the Deed, including these Guidelines) that occurs after the Worker commences employment.	<b>You must:</b> <ul style="list-style-type: none"> <li>comply with the requirements in section 4.1.3 regarding Worker consent;</li> <li>discuss and explain to the Worker the reason for the variation. The Worker <b>must</b> genuinely agree in writing before the variation can occur; and</li> <li>provide evidence of written agreement from the Worker if requested by the department.</li> </ul>	<b>No</b>

Type of change to Approved Recruitment	Requirements for the change	Approval by Us required prior to implementation (Yes or No)
<b>Change to deductions</b> (other than deductions for accommodation costs) Increasing, decreasing, or new deductions that differ from, deductions specified in an Approved Offer of Employment. <a href="https://www.fairwork.gov.au/pay-and-wages/deducting-pay-and-overpayments">https://www.fairwork.gov.au/pay-and-wages/deducting-pay-and-overpayments</a>	All deductions <b>must</b> be: <ul style="list-style-type: none"> <li>made in accordance with requirements under the Fair Work Act and applicable Fair Work Instrument, including authorised by the employee in writing and be principally for their benefit</li> <li>be reasonable in the circumstances and not directly or indirectly benefit You and meet Your obligations under the Deed and Chapter 5 of these Guidelines.</li> <li>A Worker's written agreement <b>must</b> be genuine. Workers <b>must</b> not be forced to agree to new or changes to deductions.</li> </ul>	No

## 4.2. Managing changes to Worker's Placement onshore in Australia: transitions, extensions and redeployments

- 4.2.1. You may offer a Worker currently in Australia, a change to their Placement that is set out in Table 7, provided that the requirements of the Deed and these Guidelines, including this Section 4.2, are complied with.

**Table 7: Types of changes to a Worker's Placement onshore in Australia.**

Change Type	Description
<b>Short-Term to Long-Term Transitioning Recruitment</b>	A recruitment (extension subtype) where an Approved Employer offers a Short-Term Worker currently working for them, a new Long-Term Placement.
<b>Long-Term Placement Extension</b>	A recruitment (extension subtype) where an Approved Employer offers a Long-Term Worker currently working for them, an extension to their Long-Term Placement and the total time in Australia will be less than 4 years.
<b>Short-Term Placement Extension</b>	A change where an Approved Employer offers a Short-Term Worker, currently working for them, an extension to their Short-Term Placement.
<b>Redeployment Recruitment</b>	A recruitment (redeployment subtype) where a Worker who is currently in Australia transfers to an Alternative Approved Employer. This <b>must</b> be initiated by the Worker's current Approved Employer using an Onshore Portability Arrangement <b>or</b> initiated by the Department directing the Transfer of Workers. See section 8.7.9 - 8.7.12 for Onshore Portability Arrangement requirements

- 4.2.2. You may only offer a Worker, a change to their Placement under section [4.2.1](#) if:

- (a) You comply with section [4.1](#), including section [4.1.3](#) in particular, in relation to the change to the relevant Approved OoE;
- (b) You receive Our written approval prior to offering a change to the Worker's Placement, following the process in sections 4.2.5 and 4.2.6;
- (c) the total duration of the Worker's stay in Australia, if they accepted the offer, would not breach their visa conditions; and
- (d) You have confirmed with the Participating Country, relevant to the Worker or the Department, that the recruitment is:
  - (i) supported by the Participating Country's policies and,
  - (ii) the Participating Country does not advise against the change to the Worker's Placement.

4.2.3. Where the Department approves a change to a Worker's Placement, You **must** not coerce or otherwise influence the Worker into accepting the offer, and where the Worker accepts the offer, You **must** ensure that any such change is genuinely agreed to in writing by the relevant Worker before the change is implemented. Your attention is drawn to clause 9.5 of the Deed and Your continuing obligation to comply with Australia's workplace laws.

4.2.4. You **must** ensure that any change to a Worker's Placement under section 4.2 complies with the requirements of the Fair Work Act, including the Fixed Term Contract provisions that commenced on 6 December 2023.

#### **Process to change a Worker's Placement onshore**

4.2.5. Before You make an offer under section [4.2.1](#), You **must** obtain Our written approval of the proposed change using the Department's IT Systems by doing the following as relevant to the type of change:

- (a) submitting a new Recruitment Application (extension subtype) for:
  - (i) a Short-Term to Long-Term Transitioning Recruitment; or
  - (ii) a Long-Term Placement Extension;
- (b) submitting a change request for the current Placement for a Short-Term Placement Extension; or
- (c) submitting a new Recruitment Application (redeployment subtype) for Redeployment Recruitments.

4.2.6. When submitting an application or change request in accordance with section 4.2.5, You **must** provide information about:

- (a) the nature of the proposed change to the original Placement (e.g. Short-Term Placement to Long-Term Placement, or Long-Term Placement Extension);
- (b) the Worker's total length of stay in Australia if they accept the offer;
- (c) the proposed commencement date of the Long-Term Placement, if this is being offered to a Short-Term Worker; and
- (d) a copy of the proposed new OoE, including any changes to the worksite or accommodation.

### Requirements for Short-Term to Long-Term Transitioning Recruitments by the same Approved Employer (Onshore in Australia)

- 4.2.7. When You offer a Short-Term Worker a Short-Term to Long-Term Transitioning Recruitment, the MOP may not apply between those Placements (refer to section 12.1).
- 4.2.8. In relation to a Short-Term to Long-Term Transitioning Recruitment You **must** ensure that:
- (a) the role being offered is a genuine, year-round, ongoing role (i.e. not consecutive seasonal Short-Term Placements) and it has an equivalent or higher skill level as compared to the skill level of the Worker's current role;
  - (b) the Recruitment Application relating to the Long-Term Placement is approved by Us before the Worker's current Short-Term Placement is due to cease, and the Long-Term Placement commences immediately following the end of the Short-Term Placement;
  - (c) Home Affairs has approved the new Visa for the Worker for the Long-term Placement; and
  - (d) the total period that the Worker will be in Australia (being the combined period of the Short-Term Placement and the Long-Term Placement) does not exceed 4-years.
- 4.2.9. In relation to a Short-Term Worker to Long-Term Transitioning Recruitment, You **must** provide the Recruitment Application approval number to the Worker and assist them to complete their visa application for the Long-Term Placement (refer to section [6.1](#) for further information on visa applications).
- Note:** Recruitment and visa processing times may vary, it is recommended that You start the process of the Short-Term to Long-Term Transitioning Recruitment at least 8 weeks prior to the Workers visa expiry date to avoid the Worker having to return to their home country or being in Australia without a current visa.
- 4.2.10. You **must** explain to the Worker any change to tax rates and other tax related matters that would be affected by a Short-Term to Long-Term Transitioning Recruitment, such as the requirement to lodge an annual tax return as a Long-Term Worker due to their extended stay in Australia and advise the Worker that:
- (a) further information relating to Workers and tax can be found on the ATO website: [ATO: PALM scheme](#)<sup>28</sup> and
  - (b) a Worker's guide is available on the PALM website under resources, [Lodging a Tax return](#)<sup>29</sup>.
- 4.2.11. Where any Short-Term Worker does not consent to the Short-Term to Long-Term Transitioning Recruitment You have offered, the Worker will continue to be employed in their Short-Term Placement until their OoE ends.

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<sup>28</sup> ATO website—PALM scheme: <https://www.ato.gov.au/Individuals/Coming-to-Australia-or-going-overseas/Coming-to-Australia/Pacific-Australia-Labour-Mobility-scheme/>

<sup>29</sup> PALM scheme—Resources/Lodging a Tax Return: <https://www.palmscheme.gov.au/resources/lodging-tax-return>



#### **Requirements for a Long-Term Placement Extension by the same Approved Employer (while onshore in Australia)**

- 4.2.12. You may offer to extend the employment contract of a Long-Term Worker via a Long-Term Placement Extension provided that the total Placement period will not be more than 4 years.
- 4.2.13. If the Long-Term Worker accepts the offer of a Long-Term Placement Extension, the Worker's visa may need to be extended (the stay period granted is generally the same length as the original OoE in Australia).
- 4.2.14. If a new visa is required, You **must** provide the recruitment approval number to the Worker and assist them, if needed, to complete their visa application (refer to section [6.1](#) for further information on visa applications).

**Note:** Recruitment and visa processing times may vary, it is recommended that You start the process of extending a Worker Placement at least 8 weeks prior to the Worker's visa expiry date to avoid the Worker having to return to their home country or being in Australia without a current visa.

#### **Requirements for Short-Term Placement Extension by the same Approved Employer (while onshore in Australia)**

- 4.2.15. When You offer a Short-Term Placement Extension, the MOP may not apply (refer to section 12.1), and a Recruitment Application is not required.
- 4.2.16. In relation to any Short-Term Placement Extension, You **must** ensure that:
  - (a) the change relating to the Short-Term Placement Extension, is approved by Us before the Worker's current Short-Term Placement ceases, and there is no gap in employment for the Worker before the extension to their Placement takes effect; and
  - (b) the total period that the Worker will be in Australia does not exceed 9 months.
- 4.2.17. Where any Short-Term Worker does not consent to the Short-Term Placement Extension in accordance with your offer, the Worker will continue to be employed in accordance with the terms of their existing Short-Term Placement until their OoE ends.

#### **Requirements for Redeployment Recruitments and recruitments by an Alternative Approved Employer (Onshore in Australia)**

- 4.2.18. A Redeployment Recruitment may be initiated by You or the Department:
  - (a) if You initiate a Redeployment Recruitment, You **must** do this by an Onshore Portability Arrangement (see section [8.7.9](#)); and/or
  - (b) if the Department initiates a Redeployment Recruitment, this will be done as a Transfer of Workers (see clause 61 of the Deed and section 14.11).
- 4.2.19. If You have identified a Worker You would like to employ, who is currently employed by an Alternative Approved Employer, before offering that Worker an OoE, You **must** either:
  - (a) approach the Alternative Approved Employer to discuss the potential for the Alternative Approved Employer to initiate an Onshore Portability Arrangement under section 8.7.9; or
  - (b) approach the Department to discuss the potential for the Department to initiate a Transfer of Workers under clause 61 of the Deed and section 14.11.

# Chapter 5: Wage Deductions

## Mandatory Requirements Overview- Lawful deductions from Worker wages

You **must** ensure that any deductions that You make from a Worker's wages:

- are in accordance with the requirements of:
  - any relevant law, including the Fair Work Act and
  - the Deed, including these Guidelines and
- do not include any part of Your related costs, such as costs associated with:
  - the selection, recruitment and arrangement of accommodation and transport for Workers
  - travel to Participating Countries
  - obtaining a licence to recruit from a Participating Country or
  - using a recruitment agent to recruit on behalf of You.

### 5.1. What is covered by You

- 5.1.1. You **must** assist with directly financing Workers' pre-departure and on-arrival costs (including by providing financial advances to Workers) in order to meet Our minimum standards of Worker support requirements.
- 5.1.2. You **must** offer each Worker a cash payment that will be made prior to the Worker starting work (a 'cash advance') to assist the Worker with their pre-departure and on-arrival costs. The cash advance that You offer to each Worker **must** not be less than AUD \$200.
- 5.1.3. If the OoE provided to a Worker specifies that You will provide a cash advance, and that You will deduct this from the Worker's pay, You **must** change the deductions specified in the relevant OoE if the Worker declines the cash advance.
- 5.1.4. You are responsible for ensuring that a deduction is permitted under the Fair Work Act, including under an applicable Fair Work Instrument.
- 5.1.5. Whether a deduction is permitted under the Fair Work Act depends on:
  - (a) what the deduction is for
  - (b) the individual circumstances of each Worker and
  - (c) what Workers may have already paid and arranged themselves.

**Note:** You cannot make a deduction from a Worker's pay if they have already paid for and made their own arrangements.
- 5.1.6. Deductions may include:
  - (a) airfares for travel to and from Australia
  - (b) the cost of travel from the Port of Arrival in Australia to the location where the Worker will be accommodated or to the work site

- (c) costs associated with the visa processing requirements and working in Australia, such as the cost of obtaining health insurance, health checks, x-rays, police and/or character checks in Australia and home countries
- (d) costs associated with assisting Workers with the purchase of necessary personal effects (e.g. bedding, food, and/or costs associated with the establishment of appropriate and necessary telecommunications (e.g. purchase of mobile phone/SIM card))
- (e) any cash advance that the Worker accepts (see section [5.1.2](#) regarding Your obligation to offer each Worker a cash advance)
- (f) clothes and shoes that are not considered Personal Protective Equipment (PPE) under WHS Regulations, but which are necessary for Workers and
- (g) any other deduction that is authorised by law under section 324 of the Fair Work Act or the applicable Fair Work Instrument and is agreed to by Us.

#### **Minimum net pay guarantee**

- 5.1.7. You **must** ensure a minimum net pay guarantee for Workers of \$200 per week after tax and deductions (debt repayment can be extended).

#### **End of Placement debt**

- 5.1.8. Any outstanding debt cannot be carried over after the Worker has completed their Placement in Australia and returned to their Home Country (i.e. not extended to the Worker's next Placement in Australia).

#### **How to deduct**

- 5.1.9. You may recover any costs You incur in relation to a Worker that are deductions permitted under clause 11.1(d) of the Deed over a minimum period of 12 weeks via deductions from the Workers pay.
- 5.1.10. You **must** not recover these costs over any period less than 12 weeks, unless:
- (a) the Approved Recruitment is less than 12 weeks or
  - (b) it is requested by the Worker in writing and the net take home wage for the Worker after tax and deductions is no less than \$200.00 per week.
- 5.1.11. In addition to the other requirements set out in this section [5.1](#), You **must** ensure that any deductions that You make from a Worker's wages:
- (a) are explained to the Worker, and are genuinely agreed to in writing by the Worker (without coercion) before the deduction is made
  - (b) relate to items that are principally for the Worker's benefit
  - (c) only relate to expenses that represent value for money. This means that, when You have the option of purchasing two or more items of similar type and quality, You **must** only purchase the least expensive item and
  - (d) are accurate, reasonable and at cost.
- 5.1.12. If the Worker withdraws their consent for one or more deductions (except where ordered by a court or the Fair Work Commission), You **must** cease the deduction and

**must** resolve the dispute prior to further deductions being made from the Worker's wages.

5.1.13. Disputes generally occur:

- (a) where the deduction has not been appropriately explained and/or
- (b) You have not provided sufficient evidence such as a Statement of Deductions to the Worker.

5.1.14. You **must** ensure that, in relation to any deduction from a Worker's wages, the deduction is explained in the Worker's pay slip, or in a Statement of Deductions provided to the Worker, including the following information.

- (a) Whether the deduction is ongoing or is a short-term deduction.
- (b) What each deduction is for (i.e. each deduction **must** be itemised).
- (c) The initial amount owed (i.e. the total cost of the deduction).
- (d) When deductions occur (weekly/fortnightly) and the duration over which deductions for particular items will be made.
- (e) The balance owing.

5.1.15. You **must** only provide a Worker with the information referred to in section [5.1.14](#) electronically (e.g. by email), if the Worker requests this and the Worker is able to receive the information in this way. Otherwise, You **must** provide that information to the Worker in hard copy.

5.1.16. You **must** ensure that all information that You provide to any Worker, in any form and by any means, is true, accurate, and complete at the time of its provision to the Worker, including any information relating to deductions for their wage.

5.1.17. Information about [Resolving Workplace Disputes](#)<sup>30</sup> and [Effective Dispute Resolution](#)<sup>31</sup> can be found on the FWO website.

5.1.18. Disputes **must** be resolved in accordance with schedule 6.1 of the Fair Work Regulations, or the dispute resolution clause under the relevant Fair Work Instrument.

5.1.19. For more information on how You **must** manage Worker Grievances refer to section [9.12](#).

5.1.20. In relation to any deduction that is for an item or service that You purchased You **must** ensure that the deduction is "at cost", which means that:

- (a) the deduction reflects the actual amount paid by You for the relevant item and
- (b) does not include any profit margin, general or administrative expenses, or any other mark-up or additional cost.

**Note:** In general, any charge above a cost recovery charge would be in contravention of the requirements of the Fair Work Act.

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<sup>30</sup> Fair Work Ombudsman—Resolving Workplace Disputes: <https://www.fairwork.gov.au/tools-and-resources/language-help/english/issues-in-the-workplace/resolving-workplace-disputes>

<sup>31</sup> Fair Work Ombudsman—Effective Dispute Resolution: <https://www.fairwork.gov.au/tools-and-resources/best-practice-guides/effective-dispute-resolution>

- 5.1.21. Where You become aware that the actual cost for a particular item differs from the amount estimated for that item in the Approved OoE You **must**, in addition to complying with all other requirements set out in this Chapter 5, in relation to changes to:
- (a) accommodations costs, provide a new OoE to Us for approval as soon as possible after You become aware of the change that sets out the updated costs and deduction amounts or
  - (b) costs other than accommodations costs (e.g. a change in air fares), use Your own template or a variation letter notifying the Worker of the change and seek their written agreement to recoup the actual cost incurred.
- 5.1.22. You **must** provide Records as Documentary Evidence to substantiate deductions, such as rental agreements and utility invoices, to any Worker or their nominated advocate and/or Us when requested.
- 5.1.23. We may request evidence of wage deductions for monitoring requirements and to ensure that deductions are being made in accordance with the Deed, including these Guidelines and relevant workplace laws.
- 5.1.24. Refer to [Chapter 14](#) for more information about Scheme Assurance Activities and monitoring requirements.

## 5.2. Education on deductions

- 5.2.1. You **must**:
- (a) provide training to each Worker regarding the information on their pay slips, including information related to any deductions and/or Statement of Deductions, at the next face-to-face meeting with the Welfare and Wellbeing Support Person, or within calendar 14 days, after the day on which any Worker is first paid by You (whichever is sooner) and
  - (b) provide each Worker with information on the expected date that any short-term deductions are due to cease, so the Worker has a realistic expectation of when their disposable income will increase. You **must** provide this information to the Worker on the first pay slip that covers the relevant short-term deduction or in a Statement of Deductions provided to the Worker at the same time as that pay slip.
- 5.2.2. A factsheet to assist You to explain payroll deductions is available on the [PALM scheme website under Resources](#)<sup>32</sup>.

## 5.3. Unauthorised deductions

- 5.3.1. You **must not** make a deduction from Workers' wages if it benefits You directly or indirectly and is unreasonable in the circumstances.

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<sup>32</sup> PALM scheme website - Payroll Deductions Explained: <https://www.palmscheme.gov.au/resources/payroll-deductions-explained>

- 5.3.2. In addition to the restrictions on deductions You may make, specified in clause 11.1(d) of the Deed, You **must not** charge any Worker, or deduct from the Worker's wage for the following.
- (a) Any expenses that are incurred by You in meeting Your statutory obligations and Your obligations under the Deed. Such expenses include expenses in relation to:
    - (i) welfare and wellbeing costs, unless expressly authorised under these Guidelines
    - (ii) uniforms or any branded clothing and/or apparel
    - (iii) training and PPE for WHS
    - (iv) vaccinations required for employment (e.g. Q Fever)
    - (v) administrative expenses incurred by You in relation to participation in the Scheme, including, additional visa processing costs such as the use of a migration agent, time spent arranging pay slips, briefings, dispute resolution and community engagement for Workers.
  - (b) Any amount in respect of any of the Worker's accommodation or transport costs for any week in which You offer the Worker work for less than 20 hours, in accordance with [3.7.10](#).
  - (c) Any amount less than \$200 as per the minimum net pay guarantee.
  - (d) Any amount owed by the Worker to You relating to a previous Placement.

## 5.4. Record keeping

### *Deed clauses 11.1(e) and 45*

- 5.4.1. You **must** maintain true, accurate and complete records as Documentary Evidence of the hours worked by Workers, including where Workers have declined hours offered by You due to illness, leave or any other reason provided by the Worker.
- 5.4.2. You **must** keep the following records in relation to each Worker for 7 years.
- (a) Pay details, including deductions and evidence to support the deductions.
  - (b) Hours of working, including any overtime, penalty payments and casual loading.
  - (c) Leave, including leave taken and balances.
  - (d) Superannuation contributions, including amount paid, pay period, date(s) paid and fund details.
- 5.4.3. You **must** adhere to specific record-keeping requirements if You employ pieceworkers. Refer to Fair Work Ombudsman website: [Piecework records](#)<sup>33</sup> for more information.
- 5.4.4. Worker records are private and confidential and You **must** ensure that they are only accessed by:
- (a) You
  - (b) Your payroll staff

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<sup>33</sup> FWO—Piecework records: <https://horticulture.fairwork.gov.au/piecework-records>

- (c) the Worker and
- (d) authorised individuals, such as an accountant, where there is a need to know.

5.4.5. If a Worker asks to see their records, You **must** make them available in accordance with clause 48 of the Deed. This includes after the Worker has ceased employment with You.

**Note:** You **must** comply with Your obligations in relation to the handling of Personal Information such as Worker Records, including obligations relating to the use and disclosure of Personal Information, in accordance with Chapter 15 of these Guidelines and Section C1.7 of the Deed.

5.4.6. If appropriate records are not kept or are found to be incorrect, Fair Work Inspectors may issue You with a fine, called an [infringement notice](#)<sup>34</sup>.

5.4.7. Refer to the [FWO website](#)<sup>35</sup> for more information on record-keeping requirements.

5.4.8. Note that the requirement to keep records is set out in the Fair Work Act, and these Guidelines only provide a brief overview of these obligations. You are required to familiarise Yourself with all obligations under the Fair Work Act and may be subject to prosecution or penalties for non-compliance with record keeping requirements in the Fair Work Act.

## 5.5. Pay and pay slips

### *Deed clause 11.1(c)*

5.5.1. You **must** ensure that Workers:

- (a) are employed for at least the minimum working hours and
  - (b) receive at least the minimum rates of pay either:
    - (c) specified in these Guidelines or
    - (d) as required by law, including the Fair Work Act
- whichever is higher.

5.5.2. You **must** provide a pay slip to each Worker within one working day of payment of the relevant payment being made, even if a Worker is on leave.

5.5.3. You **must** help Workers understand how to correctly read and understand their pay slips. This includes:

- (a) the difference between gross and net pay as reflected on their pay slips
- (b) how the tax amount withheld was calculated
- (c) overtime, penalty, and casual loading payments and
- (d) deductions, ensuring the Worker understands the purpose and reason for each deduction, and cumulative totals of short-term deductions such as mobilisation costs.

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<sup>34</sup> FWO—Infringement notices: <https://www.fairwork.gov.au/about-us/compliance-and-enforcement/infringement-notices>

<sup>35</sup> FWO—Recordkeeping: <https://www.fairwork.gov.au/pay-and-wages/paying-wages/record-keeping>

- 5.5.4. You **must** ensure that Workers' pay slips meet the requirements under the Fair Work Act. Without limiting Your obligations at law with respect to Workers' pay slips You **must** ensure that each pay slip that You provide to a Worker clearly sets out the following amounts.
- (a) The gross and net pay that the pay slip relates to.
  - (b) Any deductions from the Worker's pay (see section [5.1.14](#)).
  - (c) The tax deduction.
  - (d) The superannuation contributions paid by You into the Worker's superannuation account.
  - (e) The Worker's ordinary hourly rate.
  - (f) Any loadings (including casual loading), allowances, penalty rate, etc.
- 5.5.5. You **must** ensure that all information that You provide to any Worker, in any form and by any means, is true, accurate, and complete at the time of its provision to the Worker, including information set out in any pay slip.
- 5.5.6. Refer to the FWO website: [Pay slips](#)<sup>36</sup> for more information.

**Note:** You **must** maintain true, accurate, and complete Records regarding pay and conditions, work history and pay slips. The obligation to create and maintain Records about the hours worked by Workers includes hours worked by Workers to which a Piece Rate agreement applies (Deed clause 11.1(e)).

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<sup>36</sup> FWO—Pay slips: <https://www.fairwork.gov.au/tools-and-resources/templates#pay-slips>



# Chapter 6: Worker Visa Application and Pre-departure Preparations

## Mandatory Requirements Overview - Worker Visa Application and Preparations for Pre-departure of Workers from their Home Country

*This chapter outlines Your responsibilities in relation to the preparations You need to make prior to a Worker's departure from their Home Country to Australia.*

### 6.1. Visa Application

- 6.1.1. You **must** pay for the following costs on behalf of each Worker (unless the Worker already has a visa).
  - (a) The initial costs of the Worker's application for the visa that the Worker is required to have to participate in the Scheme.
  - (b) Any other costs required to be paid to secure the visa, including the cost of health checks and police checks.
- 6.1.2. The costs referred to in section [6.1.1](#) may be recovered by You through pay deductions in accordance with Chapter 5.
- 6.1.3. To be granted a visa, each application **must** have a PALM Recruitment Approval Letter attached to the application. This is to verify that:
  - (a) the PALM Recruitment Approval number entered in the visa application form aligns with the Recruitment Approval Number in the PALM Recruitment Approval Letter
  - (b) the number of applications lodged/granted does not exceed the number of positions specified in the relevant Approved Recruitment
  - (c) the details in the visa application reflect the type of Placement in the relevant Approved Recruitment (i.e. a Short-Term Placement or a Long-Term Placement). This ensures the correct visa period and conditions are applied to each visa granted.
  - (d) Your information in the relevant Approved Recruitment aligns with the TAS details attached to the visa application.
- 6.1.4. You **must** ensure that all visa applications lodged are complete and decision ready. You **must** not arrange travel to Australia for a Worker until Home Affairs has confirmed in writing that the Worker has been granted a Temporary Work (International Relations) visa (subclass 403) - Pacific Australia Labour Mobility Stream. You **must** ensure all the information provided in the visa application is correct and all required documentation attached is valid, clear and is:
  - (a) complete;
  - (b) submitted on behalf of the correct applicant (Worker); and
  - (c) includes the Worker's contact details (email address and phone number)

- 6.1.5. Home Affairs commits to timely and efficient processing of visa applications on the basis that visa applications are complete. If You fail to submit a decision ready application, this will delay processing of the application.
- 6.1.6. If there is a need to request additional information, You will be notified by Home Affairs. All requests should be actioned promptly to avoid lengthy delays in processing the application.
- 6.1.7. Requests to complete an Immigration Medical Examination should be arranged as soon as possible after being notified of the requirement.
- 6.1.8. Refer to the Home Affairs website for the latest information regarding visa requirements: [Temporary Work \(International Relations\) visa \(subclass 403\) Pacific Australia Labour Mobility stream](#)<sup>37</sup>.
- 6.1.9. To help ensure timeframes for recruitment are met, You should:
- (a) plan-ahead for Your labour needs
  - (b) submit decision ready visa applications and
  - (c) allow adequate time for visa applications to be processed.
- Important:** Please refer to Home Affairs website for current information regarding processing times: Temporary Work (International Relations) visa (subclass 403) Pacific Australia Labour Mobility stream. You **must** not arrange travel to Australia for a Worker until Home Affairs has confirmed in writing that the Worker has been granted a Temporary Work (International Relations) visa (subclass 403) - Pacific Australia Labour Mobility stream.
- 6.1.10. The visa application process for the Worker is Your responsibility, including monitoring the progress of the application.
- 6.1.11. For each Worker, You **must** submit to Us a copy of the notification of visa grant provided to You by Home Affairs confirming that the Worker's visa has been granted, together with a copy of the OoE signed by the Worker. You **must** also provide the Worker with a copy of their visa grant letter.
- 6.1.12. If a Worker has a pending visa application that is no longer required, You **must**:
- (a) withdraw the visa application within 10 Business Days of You becoming aware it is no longer required; and
  - (b) advise Us in writing of the withdrawal of the visa application.

**Important:** We will **not** consider reimbursement of costs related to upfront travel where You have purchased flights prior to the visa application being finalised and approved by Home Affairs.

### **Workers who have a visa issued and did not arrive in Australia**

- 6.1.13. If a Worker has been granted a visa required for them to participate in the Scheme but has decided not to participate in the Scheme or did not arrive in Australia for some other reason, You **must** notify Home Affairs through ImmiAccount. Refer to the Home Affairs website for information regarding all obligations that apply to temporary activities sponsors.

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<sup>37</sup> Home Affairs—PALM stream visa: <https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/temporary-work-403/pacific-australia-labour-mobility-stream>

- 6.1.14. If under any Approved Recruitment You have arranged for Workers to travel to Australia, and fewer Workers than the number of employment positions specified in the relevant Recruitment Plan arrive in Australia:
- (a) You **must** Notify Us immediately and, if You wish to recruit more Workers than the number that arrived in Australia, provide Us with an updated Recruitment Application for approval
  - (b) You **must not** lodge the visa applications for any new Workers until We have approved the updated Recruitment Application and
  - (c) if We approve the updated Recruitment Application, You **must** only recruit the new Workers within 6 months of the date of arrival specified in the original Approved Recruitment.
- 6.1.15. To be granted a PALM stream visa, each new application **must** have an amended PALM Recruitment Approval Letter attached.
- 6.1.16. Lodging a visa application without the PALM Recruitment Approval Letter may delay the processing of the visa application.

## 6.2. Worker Pre-Departure Briefing (PDB)

- 6.2.1. The relevant Participating Country LSU will provide Workers with a comprehensive PDB to help them understand and prepare for life and work in Australia.
- 6.2.2. You **must** ensure Your recruitment and mobilisation timeline allows Workers to attend a PDB before departing their Home Country.
- 6.2.3. In each Recruitment Application that You submit to Us for approval, You **must** provide a copy of any materials that You intend to be provided to Workers at the PDB. You **must** ensure that those materials include information about:
- (a) Your place of employment and the type of work Workers will be doing
  - (b) transportation arrangements and who Workers can expect to meet them on arrival in Australia
  - (c) accommodation arrangements that have been made for Workers while they are in Australia
  - (d) what Workers can expect in Australia, such as the local area where they will be living, the climate, local sporting clubs, churches, other Pacific Island or Timor-Leste diaspora groups in the area
  - (e) expenses that may be deducted from their wages, in accordance with requirements under Australian workplace laws
  - (f) arrangements for Worker international flights and transfer from the airport to the work site or accommodation and
  - (g) arrangements for Worker movements between Approved Employers, if applicable (refer to section [8.7](#)).
- 6.2.4. If You are a Labour Hire Organisation You **must**, before providing the information referred to in section 6.2.3 to Us, obtain relevant information from each relevant Host

Organisation so as to ensure that the information provided to Us under section 6.2.3 is accurate.

- 6.2.5. PALM resources are available to assist all stakeholders in the preparation of material that will be provided to Workers during their PDB.

**Information for Workers and LSUs prior to departure from Home Country**

- 6.2.6. For each Worker departing their Home Country to travel to Australia for the purposes of the Scheme, You **must** forward the following documents regarding the Worker to the LSU.

- (a) A copy of the Worker's visa.
- (b) A copy of the Worker's flight tickets and costs (including invoice copy).
- (c) Any specific transfer information for the Worker's arrival in Australia, including an itinerary, travel costs and airport meeting details.
- (d) A copy of the Worker's health insurance information.
- (e) The deductions guideline factsheet (refer to the PALM scheme website under resources: [Payroll deductions - Guide for PALM scheme workers](#)<sup>38</sup>).

- 6.2.7. In relation to each Worker, You **must**:

- (a) send individual flight tickets and final arrival details to the LSUs prior to the Worker's departure from their Home Country to travel to Australia to participate in the Scheme (at least 5 calendar days prior to the Worker's departure) and
- (b) upload a copy of these documents to the Department's IT Systems at least 5 calendar days prior to the Worker's departure.

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<sup>38</sup> PALM scheme—Resources: <https://www.palmscheme.gov.au/resources>

# Chapter 7: International Flights and transfers

## Mandatory Requirements Overview: International Flights and Transfers

*You have a range of responsibilities that You **must** fulfil to ensure the safety and integrity of Worker travel and transfers from their Home Country to Australia and, on their departure from Australia to their Home Country at the conclusion of their Placement.*

### 7.1. General conditions

#### 7.1.1. In relation to each Worker, You **must**:

- (a) organise and pay for travel costs for each Worker (unless the Worker elects to pay for the cost themselves)
- (b) book flight tickets to and from Australia (unless the Worker elects to pay for the cost themselves). You **must** take reasonable steps to ensure that all Workers employed under a particular Approved Recruitment travel on the same flight(s) for arrivals and departures including domestic transfers
- (c) when booking those tickets, only choose airfares that provide the best value for money and You **must** comply with the [International airfares and domestic transportation matrix](#)<sup>39</sup> that is available as a resource on the PALM website and
- (d) advise the Worker of all travel costs that will be the subject of deductions in accordance with Chapter 5 prior to their departure from their Home Country and from Australia (as relevant).

Further details on Your requirements relating to international flights and transfers for Workers can be found in Chapter 8 and Chapter 11.

### 7.2. Arrivals

7.2.1. You **must** organise and pay upfront for the travel costs for each Worker (unless the Worker elects to pay for the cost themselves), including the international airfares and the domestic transport costs for the Worker's transport from the Port of Arrival (usually an airport) to the Worker's work location or accommodation.

7.2.2. You: **must**, subject to section [7.4.1](#), contribute \$300 to the total flight cost of each Worker's flights (return international flights and domestic transfers)

- (a) **must not** deduct the whole or any part of the \$300 contribution (or the amount of the contribution You make in accordance with section [7.4.1](#)) from the Worker's wage or otherwise seek reimbursement of the whole or any part of this amount from the Worker or Us and
- (b) may deduct the remaining balance of flight costs from Workers' wages subject to and in accordance with Chapter 5.

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<sup>39</sup> PALM scheme – International airfares and domestic transportation matrix: <https://www.palmscheme.gov.au/resources/international-airfares-and-domestic-transportation-matrix-and-frequently-asked-questions>

- 7.2.3. For each Long-Term Worker You **must** purchase a one-way international flight and transfers. You **must** purchase departure flights 12 weeks before the expected departure.
- 7.2.4. For Short-Term Workers You **must** purchase return flights and transfers.
- 7.2.5. You **must** not arrange travel to Australia for any Workers until Home Affairs has confirmed in writing that the Worker's visa (required for the Worker to participate in the Scheme) has been granted.

#### **Information for Workers and LSUs prior to departure from Home Country**

- 7.2.6. You **must** provide the following information and documents to the relevant LSU.
  - (a) A copy of Worker's flight tickets and costs (including invoice copy) (minimum of 5 calendar days prior to departure) and
  - (b) Transfer information for Worker's departure from Australia, that includes itinerary, transfer costs, airport meeting details.
- 7.2.7. For each Worker, You **must**:
  - (a) send individual flight details to the relevant LSU and
  - (b) upload a copy of these documents to the Department's IT Systems at least 5 calendar days prior to the Worker's departure.

### **7.3. Departures**

- 7.3.1. For each Long-Term Worker You **must**, at least 12 weeks prior to the date on which they are scheduled to depart Australia, purchase a one-way flight for their travel from Australia to their Home Country.
- 7.3.2. You may only deduct the cost of a Long-Term Worker's flight from Australia to their Home Country, and the cost of any associated transfers from their work location or accommodation to the Port of Departure:
  - (a) in accordance with Chapter 5 and
  - (b) over a period of no less than 12 weeks of the Worker's Placement.
- 7.3.3. You may allow any Worker, if they have sufficient savings, to elect (voluntarily) to pay for their return flight cost upfront.
- 7.3.4. You **must**, when assisting each Worker to book their flight from Australia to their Home Country, ensure that the date on which the flight departs is prior to the date on which the Worker's visa expires.

#### **Information for Workers prior to departure from Australia**

- 7.3.5. You **must** provide to each Worker, at least 5 calendar days prior to their departure from Australia to travel to their Home Country, the following documents/information.
  - (a) Flight tickets.
  - (b) Itinerary and details of transfer costs, airport meeting arrangements (including invoice copy).
- 7.3.6. Your obligations regarding Worker Demobilisation and Departure are set out in Chapter 12.



## Case study: Long-Term Worker Departure

‘Employer A’ is primarily a mango and vegetable producing business based in northern Australia. They have 5 long-term workers whose contracts end in 6 months’ time. The case study demonstrates how the employer works with the workers to support them all the way through to their departure and return home.

In advance of departure, the employer consults with the workers to discuss their return to their home country and the workers’ preferences for managing this process. The employer is aware they need to purchase the flights for the workers to return home and explains the workers can choose to pay flight costs upfront from their own savings or they may have the costs deducted from their wages. The employer suggests the workers take a week to think about the options and then they would meet again.

The next time they meet, the 5 workers decided they would like to have the flight and travel costs deducted from their wages. The employer researched the available flights and costs for the date that aligns with their end of contract date and shares these with the workers. The workers agree to the proposed flights and travel costs, along with the deductions occurring weekly over 12 weeks.

The employer purchases the flights and arranges transfers to the airport for all the workers together, ensuring that deductions or repayments are arranged and agreed to in writing by the workers and in accordance with Chapter 5 of the guidelines and Fair Work Act 2009. The employer provides copies to the workers of all relevant invoices that outline the costs for transfers and flights, so they can check the details against their wage deductions.

The workers were given their flight tickets and itinerary a week prior to their departure and the employer advises the LSU of the details. The employer understands they have a responsibility to assist workers to return home and to continue to meet their requirements under the deed and guidelines until they do.

All workers were provided with a face-to-face departure briefing 14 days before their departure date, together they discussed the demobilisation checklist, available from the PALM website.



## Case study: Short-Term Worker Departure

‘Employer B’ is a berry producing intensive farming business based in Tasmania. They have been with the PALM scheme for 12-months. The employer understands they have a responsibility to assist workers to return home. The employer is recruiting 20 short-term workers to pick berries and other fruit over the harvest period. The employer has enough work for the 20 workers to remain for 9 months.

The employer purchases the return flights and travel costs upfront, prior to the worker’s arriving in Australia, and outlines in the recruitment plan their intention to deduct the cost of both flights (minus the first \$300 that is covered by the employer) from the workers’ wages. The cost of the flights falls within the flight matrix limits. All costs and deductions are clearly outlined in the offer of employment and the employer ensures they are made in accordance with Chapter 5 of the guidelines and the *Fair Work Act 2009*.

To support the workers, the employer ensures all workers are booked on the same flights to and from Australia to help the workers feel more comfortable leaving their home country and navigating airports and transfers. The employer provides the LSU with copies of the flight details for each of the workers.

One month prior to the workers’ departure date from Australia to return to their home country, the employer meets with the workers to discuss their travel arrangements and luggage allowances. The employer answers questions and replies to concerns about the travel arrangements and suggests workers consider costs not covered such as drinks and meals at airports on their return home and to have a plan for this during their travel.

The workers are provided their return flight tickets a week prior to their departure and are assisted with the previously arranged domestic transfers which makes the return to their home country a smooth process. The employer understands they have a responsibility to assist workers to return home and to continue to meet their requirements under the deed and guidelines until they do.

All workers were provided with a face-to-face departure briefing 14 days before their departure date, together they discussed the demobilisation checklist, available from the PALM website.

## 7.4. Flights and Transfers for Workers with Multiple Placements

- 7.4.1. If a Worker has multiple Placements with different Approved Employers during their stay in Australia, otherwise known as a 'Portability Arrangement', the Approved Employers **must** ensure that the Worker is not charged for the non-deductible \$300 employer contribution.
- 7.4.2. Where a Portability Arrangement applies in relation to a Short-Term Worker:



- (a) If You are the Approved Employer that will first employ the Worker when they arrive in Australia, You **must** purchase return flights and transfers.

7.4.3. Where a Portability Arrangement applies in relation to a Long-Term Worker:

- (a) if You are the Approved Employer that will first employ the Worker when they arrive in Australia, You **must** make arrangements for the Worker's arrival in Australia in accordance with sections [7.1](#) and [7.2](#) and
- (b) if You are the Approved Employer that will last employ the Worker before they depart Australia, You are responsible for making arrangements for the Worker's departure from Australia in accordance with sections [7.1](#) and [7.3](#).
  - (i) The Approved Employer that the Worker is employed with at the date 12 weeks prior to the expected departure date, is responsible for making arrangements for the Worker's departure from Australia in accordance with sections 7.1 and 7.3.

7.4.4. For further information and definitions of terms used for Portability Arrangement refer to section 8.7.

## 7.5. Reimbursement of Travel Costs for Short-Term Workers

*Deed clauses 20, 27 and 28*

7.5.1. For the purposes of the Deed, 'Travel Costs' do not include any amounts that You:

- (a) **must** contribute under section [7.2.2](#)
- (b) have recovered through deductions from the relevant Worker's wage or
- (c) have been reimbursed or credited through insurance or flight credits.

7.5.2. All requests for Reimbursement of Travel Costs will be assessed on a case-by-case basis, based on:

- (a) the individual circumstances of the relevant Recruitment
- (b) Your compliance with all Deed requirements and
- (c) Our assessment of the merit of the Documentary Evidence to support Your claim.

7.5.3. If You seek a Reimbursement under clause 20 of the Deed You **must** provide to Us, if requested, the following Documentary Evidence.

- (a) Proof of purchase (tax invoice).
- (b) Proof of Your non-deductible contribution.
- (c) Proof of any deductions/payments recovered from the relevant Worker's wages in the form of either or both a copy of the Worker's:
  - (i) Statement of Deductions or
  - (ii) pay slips showing the total cost, deductions, and balance owing.
- (d) A statutory declaration stating the reason why You are unable to recover the travel costs from the Worker due to circumstances beyond Your control.
- (e) A tax invoice for the amount You are seeking as a Reimbursement.
- (f) Any other information We request to assist Us in assessing Your claim.

- 7.5.4. For further information regarding the process for claiming a Reimbursement, refer to the factsheet resources available on the [PALM website](#)<sup>40</sup>.

**Important:** Travel costs **must** be made in line with the Deed, including these Guidelines. Applications will be processed as soon as possible however; We cannot guarantee outcomes of applications lodged or timeframes should the application not be decision ready when lodged.

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<sup>40</sup> PALM scheme resources: <https://www.palmscheme.gov.au/resources>

# Chapter 8: Mobilisation (Arrival) of Workers

## Mandatory Requirements Overview: Mobilisation (Arrival) of Workers

*Mobilisation (Arrival) of Workers includes all the steps that are required to bring Workers from their Home Country to Australia, and to make sure they are settled comfortably into their new workplace, accommodation, and community.*

### 8.1. Arrival of Workers

- 8.1.1. You **must not** arrange travel to Australia for a Worker until Home Affairs has confirmed in writing that the Worker has been granted a Temporary Work (International Relations) visa (subclass 403) - Pacific Australia Labour Mobility stream.
- 8.1.2. You **must**:
- (a) arrange the transfer of each Worker from the Port of Arrival to the location where the Worker will be accommodated or to the Placement work site
  - (b) arrange for each Worker to be met on their arrival in Australia, unless they have previously participated in the Scheme, in which case it is **preferable** for You to arrange for the Worker to be met on their arrival in Australia
  - (c) ensure that each Worker has sufficient information and support to ensure they safely and efficiently reach their accommodation, or the Placement work site
  - (d) provide transport for Workers to travel to and from their accommodation and the Placement work site, unless otherwise agreed with the relevant Worker(s) and
  - (e) submit an Arrival Report in accordance with section 13.6.

### 8.2. On Arrival

- 8.2.1. You **must** assist each Worker to obtain the following within the first 5 Business Days after their arrival:
- (a) **Bank accounts:** To the extent permitted by law, You **must**:
    - (i) facilitate access to personal banking for each Worker, including helping them to set up an Australian personal bank account and
    - (ii) help Workers choose a bank that is in the local community or as close by as possible and help Workers to access and set up online banking.
  - (b) **Tax file numbers (TFN) and superannuation:** You **must** assist each Worker to:
    - (i) apply for a TFN with the Australian Tax Office (ATO)
    - (ii) establish a superannuation account.

You **must** also provide each Worker with information to assist them to understand TFNs and superannuation.

**Important:** You **must** not divulge or communicate another person's TFN to a third person in accordance with section 15.5 of these Guidelines.
  - (c) **Mobile phones and email addresses:** You **must**:

- (i) assist each Worker to obtain a mobile phone and an Australian mobile phone number as soon as is practicably possible, noting that some Workers may already have their own phones and may just require an Australian SIM and;
- (ii) provide each Worker's phone number and email address to Us via the Department's IT Systems; and maintain the accuracy of these records; and
- (iii) update each Worker's phone number and email address whenever they change with Home Affairs by using the 'Update details' menu in ImmiAccount.

**Note:** If You are providing work phones to Workers, this is a business cost and cannot be deducted from Workers' wages. If You are assisting Workers to purchase a personal mobile and SIM, they **must** be affordable and practical. Any costs paid by You may be deducted from the Workers' wages until repaid. Deductions **must** be made in accordance with requirements set out under Chapter 5.

- (d) **MyGov:** You **must** support each Long-Term Worker to set up a MyGov account.

### 8.3. Arrival Briefing

- 8.3.1. You **must** provide a face-to-face Arrival Briefing for each group of Workers who arrive in Australia within 7 calendar days after their arrival, including providing easy to understand information to help the Workers settle in.

#### Arrival Briefing material

- 8.3.2. Each Arrival Briefing **must** cover the following.
  - (a) You **must** provide the visa grant letter to the Worker and assist the Worker to understand their visa grant letter (including the visa expiry date) and visa conditions.
  - (b) You **must** provide the Worker with any information related to their visa and immigration status that you receive as their employer from the Department of Home Affairs.
  - (c) You **must** assist the Workers to understand their health insurance cover and the process for making any claims under their health insurance policy. You **must**:
    - (i) provide the Workers with any information/materials the health insurance provider has supplied in the Workers' language;
    - (ii) let the Workers know if they can request to speak to a person in language when calling the health insurance provider; and
    - (iii) refer to section [9.3](#) for more information on health insurance.

Factsheets in language<sup>41</sup> containing a health insurance basic checklist and how to make a claim are available on the PALM website.

- (d) Information on the Workers' accommodation, such as:
  - (i) toilet and bathroom facilities
  - (ii) clothes washing and drying facilities
  - (iii) food storage and cooking facilities

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<sup>41</sup> PALM scheme—Resources/health Insurance: <https://www.palmscheme.gov.au/resources/health-insurance>

- (iv) cleaning arrangements
  - (v) cost and payment arrangements, including bond and utility bill arrangements
  - (vi) fire evacuation procedures
  - (vii) any accommodation rules and
  - (viii) what to do if the Workers would like to make alternative arrangements for accommodation.
- (e) Employment arrangements, including hours of work and rates of pay.
- (f) Wages, deductions and understanding pay slips (including tax and superannuation).
- (g) Workers' rights and responsibilities.
- (h) Essential contacts, including how to contact Emergency Services, the FWO and the PALM Support Service Line, and who the Approved Employer 24/7 contact is, and what to do in an emergency.
- (i) Introduction of the Welfare and Wellbeing Support Person for the Workers.
- (j) Transport arrangements, and advice on what to do if the Workers would like to make alternative transportation arrangements.
- (k) Local and regional orientation information, including the location of:
  - (i) shops, medical and health facilities
  - (ii) banking and financial institutions
  - (iii) religious centres and
  - (iv) recreation and community facilities (such as the library and sports centres).
- (l) Record keeping, including the importance of Workers keeping their Personal Information such as their Australian TFN, OoE, pay slips, bank account details, access codes, health insurance and visa information and employment records somewhere safe.
- (m) How Workers can remit money home, such as using Send Money Pacific as compared to money transfer providers, and the importance of retaining enough money to cover their living expenses while they are in Australia.
- (n) Distribution of PALM resources, including providing the Workers with information on:
  - (i) communicating with people at home
  - (ii) Australian wildlife and plants relevant to ensuring Workers' safety
  - (iii) Australian law and cultural differences
  - (iv) fatigue and the importance of taking breaks and
  - (v) Australian weather and the importance of staying hydrated (drinking water).

- (o) FWO resources and information provided to You by Us to distribute, including information about their workplace rights and protections and how to contact the Fair Work Ombudsman.
  - (i) Information and resources translated in Pacific and Timorese languages are available on the [FWO's dedicated PALM scheme webpage](#)<sup>42</sup>.
- 8.3.3. You **must** confirm that You have completed the Arrival Briefing in accordance with the Arrival Report requirements set out in section [13.6](#).

#### **Attendees at Arrival Briefings**

- 8.3.4. You **must** invite the following people to address the Workers at each Arrival Briefing.
- (a) A representative from a relevant union:
    - (i) if You are a Continuing Approved Employer, for Transition Recruitments, by 1 October 2023 You **must** invite representatives from a relevant union to address Workers that have not previously been invited to be addressed by such representatives and Notify Us.
    - (ii) You **must** use reasonable endeavours to:
      - 1. accommodate the attendance of the representatives from a relevant union at each Arrival Briefing, and provide them with at least 7 calendar days' notice, in writing, of the proposed date of the Arrival Briefing;
      - 2. if the union representatives are unable to attend an Arrival Briefing in-person, accommodate the attendance of such representatives through virtual means (e.g. ensuring a stable internet connection, and device(s) for Workers to watch the representative's presentation); and
      - 3. if a union representative is unable to attend, arrange an alternative time within 15-calendar days of the Workers commencing work in Australia, or a time otherwise agreed between You and the representative.
  - (b) The Welfare and Wellbeing Support Person;
  - (c) Any other relevant persons such as employee organisations, church members, Country Liaison Officer, and/or community representatives; and
  - (d) Any other relevant person if Notified by Us.
- 8.3.5. Within 14 calendar days of the Workers Arrival You **must** register the Worker to attend a virtual presentation from the FWO. The virtual presentation must take place within 21 calendar days of the Worker's arrival. Specifically, you **must**:
- (a) confirm that You have registered Workers to attend the FWO presentation in accordance with the Arrival Report requirements set out in section [13.6](#);
  - (b) ensure a stable internet connection, and device(s) for Workers to watch the FWO's presentation; and
  - (c) retain records in relation to the Workers' registration and attendance as per section 8.3.5 or attendance at a face-to-face session as per 8.3.6.

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<sup>42</sup> FWO—Resources: <https://www.fairwork.gov.au/find-help-for/visa-holders-migrants/pacific-australia-labour-mobility-scheme#Our-resources>

- 8.3.6. If you prefer to arrange a face-to-face presentation with FWO (instead of a virtual presentation) or if virtual capabilities are unavailable, you **must** invite a representative from the FWO to present to the relevant workers.
- (a) Subject to the FWO's capacity to accommodate the invitation and attend, the presentation must be scheduled to take place within 21 days of the Worker's arrival; and
  - (b) You **must** provide the FWO with at least 14 calendar days' notice of the proposed date of the presentation (noting this must be within business hours).
- 8.3.7. You **must** allow Us appropriate access to Workers to provide the Arrival Briefing if We request this, or to be jointly involved with You in the delivery of the Arrival Briefings.
- 8.3.8. Unless otherwise agreed by Us, You **must**:
- (a) provide Us appropriate access to each Worker within 15-calendar days after the Worker arrives in Australia; and
  - (b) allow the Arrival Briefing to be provided to all Workers who are in Australia and covered by the same Approved Recruitment at the same time.

## 8.4. Work health and safety

### *Deed clause 15*

- 8.4.1. You **must**:
- (a) provide Workers with a safe workplace
  - (b) ensure up to date payment of all statutory costs/charges You **must** pay in relation to Workers, including Workers' compensation insurance
  - (c) as far as reasonably practicable, ensure Workers understand and comply with the requirements of their job to achieve expected and safe standards by using effective, culturally appropriate communication techniques and
  - (d) meet Your obligations under relevant work health and safety (WHS) laws.
- Note:** You may have additional consultation duties with Workers who have health, safety, and welfare issues in the workplace. These consultation requirements fall under state or territory work health and safety laws.

Links to relevant State and Territory work health and safety bodies can be found on the Safe Work Australia's webpage: [WHS regulators and authorities contact information](#)<sup>43</sup>.

## 8.5. Risk Assessment

### *Deed clause 16*

- 8.5.1. You **must** undertake, as per clause 16 of the Deed:
- (a) a Placement Risk Assessment of every Placement before the start of the Placement and

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<sup>43</sup> Safe Work Australia— WHS regulators and workers' compensation authorities contact information: <https://www.safeworkaustralia.gov.au/law-and-regulation/whs-regulators-and-workers-compensation-authorities-contact-information>

- (b) a Worker Risk Assessment for each Worker, with regard to their potential participation in any such Placement, before their commencement in the Placement.
- 8.5.2. You **must** retain records in relation to the Assessments noted above in accordance with clause 16.
- 8.5.3. As an Approved Employer, You are a person conducting a business or undertaking (PCBU) under work health and safety laws. WHS laws require PCBUs to manage risks to work health and safety by eliminating health and safety risks so far as is reasonably practicable, and if it is not reasonably practicable to do so, to minimise those risks so far as is reasonably practicable. You are expected to manage WHS risks for your workers under the work health and safety laws that apply in Your State or Territory.
- 8.5.4. You are required to eliminate or mitigate both physical and psychological risks.
- 8.5.5. Safe Work Australia provides useful guidance for PCBUs on its website. However, it is not a regulator and does not provide assistance to PCBUs.
- 8.5.6. Your State or Territory WHS regulator will be able to provide You with further guidance and advice where needed.
- 8.5.7. You can find further information on Safe Work Australia's website, including a list of the WHS regulators and workers compensation authorities in Your jurisdiction.
- 8.5.8. If You are sending Workers to a Host Organisation, special considerations will apply to You and the following guidance may be useful:  
<https://www.safeworkaustralia.gov.au/system/files/documents/1908/labour-hire-duties-of-persons-conducting-business-undertaking.pdf><sup>44</sup>
- 8.5.9. In addition to eliminating or minimising WHS risks so far as reasonably practicable, You also have other duties under WHS laws including duties to consult, cooperate and coordinate with other WHS duty holders.

## 8.6. Workplace Induction

### *Deed clause 11.2*

- 8.6.1. You **must** provide each Worker with a Workplace Induction relevant to their workplace that meets the requirements of work health and safety legislation, and any other relevant legislation. A Workplace Induction may be provided to multiple Workers at the same time.
- 8.6.2. As part of each Workplace Induction, You **must**:
  - (a) explain the workplace details to the Worker(s), ensuring the language used can be understood by a non-native speaker and
  - (b) highlight key issues, such as how to use any relevant equipment, tasks, and safety requirements.

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<sup>44</sup> Safe work Australia Labour Hire duties: <https://www.safeworkaustralia.gov.au/system/files/documents/1908/labour-hire-duties-of-persons-conducting-business-undertaking.pdf>



- 8.6.3. Without limitation, You **must** ensure that each Workplace Induction covers:
- (a) the conduct You want to see from each Worker, and the responsibilities of each Worker, especially in relation to attendance, punctuality and who to contact if they are sick
  - (b) Workers' compensation insurance, which covers Workers if they suffer a work-related injury or illness
  - (c) any signs or symbols warning of different hazards, ensuring each Worker understands what they mean and what the dangers may be
  - (d) any PPE requirements and explain when and why it is necessary to wear it. This includes requirements such as:
    - (i) sunscreen and hats for outside Workers and the need to regularly reapply sunscreen
    - (ii) wearing safety equipment such as goggles, masks/face shields, respiratory protection, protective eye wear, ear plugs, hairnets, long sleeve shirts, boots, gloves (including stainless steel chain mesh gloves, Kevlar cut resistant gloves and disposable chemical resistant gloves) and
  - (e) the importance of staying hydrated. You **must** provide each Worker with access to drinking water, including the ability to refill water bottles.
- 8.6.4. You **must** confirm that You have completed the Workplace Induction in accordance with the Arrival Report requirements set out in [13.6](#).

### Commencement of Work

- 8.6.5. You **must** minimise the time between when each Worker arrives in Australia and when they commence work to ensure You are meeting Your requirements regarding minimum hours.
- 8.6.6. Refer to section [3.7](#) for minimum hours requirements.

## 8.7. Portability Arrangements and Worker conditions

### Deed clause 11.2

#### Definitions

- 8.7.1. The following definitions apply to the terms used in this section 8.7:

**Table 7: Employer roles in a Portability Arrangement**

Term	Definition
<b>Receiving Approved Employer</b>	The Approved Employer the Worker will transfer to under the Portability Arrangement.
<b>Temporary Portability Arrangement Host Organisation</b>	An organisation that hosts and provides work to Workers under a Temporary Portability Arrangement. The Temporary Portability Arrangement Host Organisation may be another Approved Employer or a Host Organisation.

	For the avoidance of doubt, all obligations under the Deed in relation to Host Organisations will apply in relation to a Temporary Portability Arrangement Host Organisation for the purposes of a Temporary Portability Arrangement.
<b>Transferring Approved Employer</b>	The Approved Employer that the Worker is employed with prior to the commencement of an Offshore Portability Arrangement or an Onshore Portability Arrangement.

#### 8.7.2. There are three types of Portability Arrangements:

**Table 8: Types of Portability Arrangements and their definitions**

Arrangement Type	Description
<b>Offshore Portability Arrangement</b>	<p>A pre-arranged arrangement for the transfer of a Worker through a Portability Arrangement that is made between two Approved Employers while the Worker is offshore and prior to the Worker travelling to Australia to work with an Approved Employer.</p> <p>For the avoidance of doubt, a Receiving Approved Employer who is participating in the Scheme as a Labour Hire Organisation or Contractor business type (as set out in item 4 of the schedule to the Particulars) may arrange the placement of Workers it employs pursuant to an Offshore Portability Arrangement with Host Organisation using a labour hire arrangement.</p>
<b>Onshore Portability Arrangement</b>	<p>A new arrangement for the transfer of a Worker through a Portability Arrangement between a Transferring Approved Employers and Receiving Approved Employer while the Worker is onshore in Australia and working with an Approved Employer.</p> <p>For the avoidance of doubt, a Receiving Approved Employer who is participating in the Scheme as a Labour Hire Organisation or Contractor (as set out in item 4 of the schedule to the Particulars) may arrange the placement of Workers it employs pursuant to an Onshore Portability Arrangement with a Host Organisation.</p> <p>Note: An Onshore Portability Arrangement may include an arrangement which was contemplated while the Worker was offshore but was not finalised prior to mobilisation of the Worker and their arrival in Australia.</p>
<b>Temporary Portability Arrangement</b>	<p>An unplanned, short-term arrangement for the transfer of a Worker between an Approved Employer and a Temporary Portability Arrangement Host Organisation, which may be another Approved Employer or a Host Organisation.</p> <p>A Temporary Portability Arrangement may be entered into by an Approved Employer that is approved to participate in the Scheme as a Direct Employer, Labour Hire Organisation or Contractor (as set out in item 4 of the schedule to the Particulars).</p>

#### General conditions

#### 8.7.3. You must only make Portability Arrangements:

- (a) in accordance with the conditions set out in this section 8.7 and
- (b) if the Worker:
  - (i) will not be disadvantaged by the Portability Arrangement
  - (ii) is suitable for the work to be conducted at the Temporary Portability Arrangement Host Organisation or Receiving Approved Employer; and
  - (iii) has provided informed written consent prior to the Portability Arrangement being made.

8.7.4. If You are a Transferring Approved Employer or a Receiving Approved Employer, You may only enter into a Portability Arrangement if it is approved by Us. A change to a Portability Arrangement is a change to an Approved Recruitment. See Chapter 4 for requirements relating to changes to Approved Recruitments, together with sections [8.7.8](#) and [8.7.11](#).

8.7.5. The Transferring Approved Employer and the Receiving Approved Employer **must** comply with requirements under workplace laws and the applicable Fair Work Instrument in relation to commencing or ending an employee engagement including:

- (a) notification periods, cashing out any annual leave; paying out any accrued TOIL as overtime; and providing a Fair Work Information Statement, a Fixed Term Contract Information Statement and Casual Employment Information Statement. See Notice & final pay for more information.
- (b) new or updated Recruitment Plan with an OoE from the Receiving Approved Employer, confirming compliance with these Guidelines, in particular sections 8.7.7 - 8.7.8 for Offshore Portability Arrangement and with sections 8.7.9-8.7.12 for Onshore Portability Arrangements.

8.7.6. We may request Documentary Evidence of Workers being paid all applicable entitlements at the conclusion of their employment from the Transferring Approved Employer.

#### **Offshore Portability Arrangement**

8.7.7. Without limitation, for any Offshore Portability Arrangement, You **must**:

- (a) if You are the Receiving Approved Employer, on and from the date the Worker commences their Placement with You, fully comply with Your obligations under the Deed, including these Guidelines, in respect of that Worker;
- (b) if You are the Transferring Approved Employer, ensure that the Worker's existing health insurance arrangements with You are maintained by You (under the cost sharing arrangement, refer to section 8.7.7(f)(iii)) or if possible, are moved to the Receiving Approved Employer. Alternatively, You **must** ensure that the Receiving Approved Employer obtains equivalent or better health insurance coverage for the Worker (without incurring waiting periods), provided that the Worker is not disadvantaged by the change;
- (c) provide the assistance to the Worker as required under the Deed, including these Guidelines;
- (d) ensure that any deductions from the Worker's wage comply with the Fair Work Act and [Chapter 5 of these Guidelines](#).

- (e) ensure that the Worker is not charged for any relocation costs associated with the transfer of the Worker from Transferring Approved Employer to the Receiving Approved Employer, and that You share these costs with the other Approved Employer (whether a Transferring Approved Employer or Receiving Approved Employer); and
- (f) enter into a binding agreement with the other Approved Employer (whether the Transferring Approved Employer or the Receiving Approved Employer) prior to the Worker commencing with the Receiving Approved Employer, where such an agreement **must** describe the arrangements for the transfer of the Worker, including:
  - (i) transferred obligations of the Transferring Approved Employer under the Deed, including these Guidelines, to the Receiving Approved Employer
  - (ii) the Receiving Approved Employer's obligations for welfare and wellbeing, including health insurance arrangements; and
  - (iii) cost sharing between Transferring Approved Employer and the Receiving Approved Employer, including for any relocation costs.

8.7.8. Without limitation, for any Offshore Portability Arrangement You **must** ensure that:

- (a) the Worker will not have more than 3 Placements in a 9-month period, unless approved by Us;
- (b) the Transferring Approved Employer and the Receiving Approved Employer have each submitted a Recruitment Application that includes proposed move dates, accommodation and transport arrangements, and all other information that is required in the Recruitment Plan and OoE in accordance with the Deed, including [Chapter 3 of these Guidelines](#);
- (c) We have approved the relevant Recruitment Application;
- (d) in relation to any proposed changes to the accommodation in the relevant Approved Recruitment:
  - (i) if the accommodation of the Worker will change, the Receiving Approved Employer **must** have Our approval for the change of accommodation; or
  - (ii) if approval has not been obtained, the Receiving Approved Employer **must** obtain an exemption from Us in writing to provide the updated Accommodation Plan no later than 2 weeks prior to the proposed date of the Workers commencement.

#### **Onshore Portability Arrangement**

8.7.9. Without limitation, for any Onshore Portability Arrangement You **must** comply with the requirements as set out in 8.7.7 relating to Offshore Portability Arrangement, and in addition:

- (a) where there is a gap between Placements, that gap period between the Worker's Placements **must** not exceed 7 calendar days;
- (b) You **must** continue to meet Your obligations under the Deed, including these Guidelines, during this gap period (whether You are the Transferring Approved Employer or the Receiving Approved Employer);

- (c) You **must** ensure that the Worker is not charged for any relocation costs associated with the transfer of the Worker from the Transferring Approved Employer to the Receiving Approved Employer, and that You share these costs with the other Approved Employer (whether You are a Transferring Approved Employer or Receiving Approved Employer);
  - (d) You **must** enter into a binding agreement with the other Approved Employer (whether You are the Transferring Approved Employer or the Receiving Approved Employer) during this gap period. This agreement **must** describe the arrangements for transfer of the Worker, including cost sharing between the Transferring Approved Employer and the Receiving Approved Employer, including for any relocation costs; and
  - (e) If You are the Receiving Approved Employer, You **must** submit an Arrival Report in accordance with section [13.6.3](#)
- 8.7.10. We may request a copy of this binding agreement as Documentary Evidence that all arrangements for transfer of the Worker are fully compliant with requirements of the Deed and Guidelines.
- 8.7.11. Without limitation, for any Onshore Portability Arrangement You **must** ensure that:
- (a) the Worker **will not** have more than 3 Placements in a 9-month period, unless approved to by Us; and
  - (b) the Transferring Approved Employer and the Receiving Approved Employer have each submitted, and had approved by Us, a Recruitment Application, in accordance with Chapter 3 of these Guidelines, that includes:
    - (i) the proposed move dates;
    - (ii) accommodation and transport arrangements; and
    - (iii) all other information that is required in the Recruitment Application and OoE in accordance with the Deed, including these Guidelines.
- 8.7.12. Workers are only permitted to transfer to another Approved Employer while they hold a valid Temporary Work (International Relations) visa (subclass 403) - Pacific Australia Labour Mobility stream, not a bridging visa (being a temporary visa that allows a person to stay in Australia after their substantive visa ceases and while their new substantive visa application is being processed).

## Temporary Portability Arrangement

### Conditions for Temporary Portability Arrangement

- 8.7.13. An Approved Employer may enter into a Temporary Portability Arrangement for its Workers with a Temporary Portability Arrangement Host Organisation.
- 8.7.14. A Direct Employer can enter into a Temporary Portability Arrangement without breaching its obligations under clause 7.4(d) of the Deed or the definition of a 'Direct Employer'. That is, in relation to a Temporary Portability Arrangement, the requirements in clause 7.4 (d) of the Deed will not apply to an Approved Employer who is approved as a Direct Employer business type (as set out in item 4 of the schedule to the Particulars).

**Note:** the Deed defines 'Direct Employer' as an approved employer under the Scheme that arranges the

placement of Workers it employs **with its own business**. A Direct Employer will not be in breach of this definition (or the requirements of clause 7.4 (d) of the Deed) where it arranges the placement of Workers with a Temporary Portability Host Organisation under a Temporary Portability Arrangement.

8.7.15. You **must** comply with the requirements in the Deed relating to Host Organisation in relation to a Temporary Portability Arrangement.

8.7.16. Without limitation, for any Temporary Portability Arrangement, You **must**:

- (a) remain the employer of the Worker throughout the duration of the Temporary Portability Arrangement, and:
  - (i) remain responsible for Worker welfare, wages, entitlements and health insurance in accordance with the requirements of the Deed, including these Guidelines;
  - (ii) create and maintain true, complete and accurate Records of Your compliance with the requirements set out in section 8.7.16 (a)(i) above and will provide these Records to Us upon request;
  - (iii) facilitate ongoing consultation and coordination with the Temporary Portability Arrangement Host Organisation on respective WHS duties; and
  - (iv) otherwise continue to fully comply with Your obligations under the Deed, including these Guidelines, in respect of that Worker.
- (b) ensure You obtain and maintain all necessary accreditations, licences, registrations, approvals and permits required by law to place the Worker in the Temporary Portability Arrangement, including those required for where You are a Labour Hire Organisation;
- (c) comply with Your obligations under the Deed, including these Guidelines, in respect of Host Organisations, including by entering a Host Organisation Arrangement with the relevant Host Organisation;
- (d) provide a copy of the relevant Host Organisation Arrangement to Us, if requested
- (e) ensure that any Worker remaining at their current accommodation does not incur additional transportation costs associated with travelling to the Temporary Portability Host Organisation's worksite (e.g. where the Worker is required to travel a longer distance to get to work);
- (f) ensure that, where there is gap between the Worker's Placement with You and their Placement with the Host Organisation, this gap does not exceed 7 calendar days;
- (g) ensure that any Worker moving to new accommodation for the purposes of their Placement with the Temporary Portability Host Organisation:
  - (i) is not charged twice for accommodation at any time (e.g. while they are living at the new accommodation);
  - (ii) is not charged a higher rate for the new accommodation than is approved in the approved Accommodation Plan; and
  - (iii) is not charged relocations costs associated with the Temporary Portability Arrangement; and
- (h) not charge the Temporary Portability Host Organisation any fee or request any payment in respect of the Temporary Portability Arrangement.

- 8.7.17. Without limitation, for any Temporary Portability Arrangement You **must** ensure that:
- (a) the Placement with the Temporary Portability Host Organisation does not exceed a maximum period of 6 weeks, unless a longer time is approved by Us in writing
  - (b) there is only one Placement with a Temporary Portability Host Organisation
  - (c) You have submitted to Us, at least 2 weeks prior to the proposed commencement date of the Placement with the Temporary Portability Host Organisation, a request to change the relevant Recruitment Plan that provides details of the proposed Placement with the Temporary Portability Host Organisation, including:
    - (i) the length of the Placement and
    - (ii) whether the Worker will be remaining in the accommodation specified in the relevant Approved Recruitment for the duration of the Placement with the Temporary Portability Host Organisation and
  - (d) if You are seeking to move the Worker to unapproved accommodation during their Placement with the Host Organisation You **must** submit an updated Accommodation Plan to Us and obtain Our approval in writing for the new accommodation before the Placement with the Temporary Portability Host Organisation commences.



# Chapter 9: Enhancing Worker Welfare, Wellbeing, and Capacity

## Mandatory Requirements Overview: Enhancing Worker Welfare, Wellbeing, and Capacity

*Worker welfare and wellbeing is critical to the success of the Scheme.*

*We recognise Worker welfare and wellbeing is a joint effort between You, Us, LSUs, and communities.*

*We will provide resources to support You to deliver on Your Worker welfare and wellbeing responsibilities.*

### 9.1. Your Worker Welfare Responsibilities

#### *Deed clause 14*

9.1.1. To comply with Your key welfare obligations, You **must**:

- (a) provide Workers with an emergency contact number on which they can contact one of Your appropriately trained Personnel 24 hours per day, 7 days per week, who will provide or arrange emergency assistance. Note that You may have more than one emergency contact number, depending on the different locations (e.g. states, territories, towns etc.) that You recruit Workers in
- (b) update the relevant Welfare and Wellbeing Plan to reflect any new emergency contact number if any emergency contact number changes
- (c) ensure that, if at any time a Worker calls the emergency contact number referred to above in section(a), it is answered immediately by one of Your appropriately trained Personnel, and they promptly provide or arrange appropriate emergency assistance
- (d) assist Workers with accessing medical and allied health services in accordance with section [9.4](#)
- (e) appoint a Welfare and Wellbeing Support Person in accordance with section [9.6](#) who:
  - (i) is located within 200km travel distance of each Placement and available to provide Welfare and Wellbeing support to Workers, unless otherwise agreed by Us
  - (ii) is accessible having regard to Your Welfare and Wellbeing Plan and the total number of Workers
  - (iii) conducts at least fortnightly meetings face-to-face with Workers to check their progress and enable them to raise any concerns and
  - (iv) keeps Records of these meetings, any Grievances raised, and actions taken to resolve (refer to section [9.12](#))
- (f) take all reasonable steps to address and, where possible, resolve any issues relating to the welfare and wellbeing of any Worker as soon as practicable
- (g) monitor the progress, Placement, and wellbeing of all Workers on a regular basis



- (h) ensure that each of Your Personnel and each individual who is involved in the Supervision of any Worker is available on a regular basis to discuss employment progress, settlement, and other matters with Us
  - (i) permit access to any Worker, their worksite and accommodation when requested by Us (i.e. for site visits and welfare checks)
  - (j) report any concerns, incidents and issues to Us in accordance with Notification and Reporting requirements under Deed clauses 15, 17 and 44, and at Chapter 13
  - (k) conduct regular face-to-face, in-person discussions with Workers to build trust, establish rapport and manage everyday issues (this helps keep communication channels open and provides opportunities for issues to be identified and resolved early before they escalate) and
  - (l) build relationships with Country Liaison Officers, including supporting their engagement with Workers.
- 9.1.2. You **must** communicate regularly with Us to ensure any welfare or wellbeing issues are resolved quickly and efficiently. Communication can be made through:
- (a) calling the 24/7 PALM Support Service Line on 1800 515 131 or
  - (b) email at [PALM@dewr.gov.au](mailto:PALM@dewr.gov.au)
- 9.1.3. You **must** also ensure Workers are aware of the 24/7 PALM Support Service Line and can make contact with Us if needed.

## 9.2. Cultural Competency and Effective Communication

### *Deed clause 18.3*

- 9.2.1. You **must** provide information, instructions, training, and supervision to each Worker in a format and language that can be easily understood by them. For example:
- (a) in their first language or
  - (b) using English that can be understood by a non-native speaker.
- 9.2.2. From 1 March 2024 You **must** ensure key staff (supervisors, team leaders and managers) obtain necessary cultural competencies related to the Worker's country of origin to work effectively and appropriately with Workers.
- 9.2.3. If requested by Us, You **must** complete relevant online or face-to-face training as endorsed by Us.
- 9.2.4. If You are a Labour Hire Organisation, You **must**, if requested by Us, ensure that each Host Organisation completes relevant online or face-to-face training as endorsed by Us.

## 9.3. Workers' Health Insurance

- 9.3.1. You **must** ensure that each Worker is covered by appropriate health insurance to meet their visa obligations.
- 9.3.2. You **must**:
- (a) organise or purchase health insurance for each Worker appropriate to meet their visa obligations prior to their arrival in Australia

- (b) ensure that each Worker has (and maintains) health insurance appropriate to meet their visa obligations during their period of stay in Australia and
  - (c) ensure that the health insurance for each Worker covers repatriation for serious injury or death.
- 9.3.3. You may make deductions for health insurance costs from Workers' pay subject to, and in accordance with Chapter 5.
- 9.3.4. You **must** provide a copy of each Worker's health insurance policy to them upon arrival in Australia and provide them with the related information and assistance in accordance with [8.3](#).
- 9.3.5. If, in relation to any Worker, the date of their arrival in, or departure from, Australia changes after health insurance coverage has been arranged for the Worker, You **must** contact the relevant insurer and have the policy dates adjusted to align with the Worker's actual dates of arrival and/or departure, free of charge to the Worker.
- 9.3.6. You **must** also:
  - (a) ensure that each Worker has or is provided with their health insurance membership details in writing
  - (b) help each worker to understand what is included and excluded from their insurance policy, including explaining any waiting periods that may apply
  - (c) help each Worker to understand how to make a health insurance claim, including:
    - (i) explaining that they may need to make an up-front payment and claim reimbursement from their health insurance provider and/or
    - (ii) may need to make a co-contribution to the cost of treatment
  - (d) if any circumstances arise in which a Worker may be entitled to coverage under the health insurance, assist the Worker to make a claim under that insurance
  - (e) provide information about the [Commonwealth Private Health Insurance Ombudsman](#)<sup>45</sup> to each Worker, and help them understand when and how they can lodge a complaint or ask for help regarding any issues with their insurance provider
  - (f) inform each Worker that they have the option to upgrade their health insurance policy to one that may be more suitable for their individual needs and support them to do so if needed and
  - (g) ensure that, for each Worker, their health insurance premium payments are made in accordance with the relevant health insurance provider's required payment schedule, so there is no lapse in health insurance coverage while the Worker is in Australia.
- 9.3.7. Where any Worker abandons their employment with You, You **must** ensure that payment of the Worker's health insurance premiums continues for a minimum period of 28 calendar days after the Worker abandons their employment with You to allow reasonable time for re-engagement.

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<sup>45</sup> Commonwealth Ombudsman—Contact us: <https://www.ombudsman.gov.au/contact>

- 9.3.8. For the purpose of section 9.3.7, a Worker does not abandon their employment with You where they take a period of approved leave or rest.
- 9.3.9. You **must** ensure that payment of each Worker's health insurance premiums continues during all periods of approved absence by the Worker.
- 9.3.10. Where You terminate the employment of any Worker, You **must** ensure payment of a Worker's health insurance premiums such that the Worker continues to be covered by the insurance for a minimum period of 28-calendar days, or when they leave the country (whichever is earlier).

**Note:** Any lapse in a Worker's health insurance while they are in Australia is considered a **breach** of their visa conditions, and Your obligations under the Deed, including these Guidelines.

## 9.4. Medical care

- 9.4.1. You **must**, in relation to each Worker:
- (a) assist the Worker to promptly access medical and allied health services when needed and/or requested by the Worker
  - (b) provide a reasonable level of assistance to the Worker if the Worker is unable to afford medical treatment, or in circumstances where there is a risk to the Worker's welfare and wellbeing relating to a medical issue, and the Worker is not able to afford adequate medical treatment to remove that risk and
  - (c) ensure that the assistance provided is fair, transparent, and agreed to by the Worker.
- 9.4.2. You **must**, in relation to each Worker:
- (a) explain to the Worker their options available for accessing medical care in Australia, including possible out of pocket or upfront expenses, noting the following:
    - (i) for routine medical treatment in Australia, out-of-hospital treatment from a GP is normally the most cost-effective solution and
    - (ii) explaining when to see a GP (non-emergency conditions) and when to go to the hospital (emergency conditions) can help avoid expensive out-of-pocket costs for the Worker.
  - (b) encourage the Workers, if appropriate for the type of service required, to use virtual health services available through their health insurance provider if they are at no additional cost
  - (c) provide the Worker with the contact details of a local GP clinic for general health assessments and ongoing non-emergency medical needs
  - (d) show the Worker how to attend the GP clinic independently, and help the Worker to attend that clinic if they have problems attending the clinic due to:
    - (i) transport issues/distance
    - (ii) being unsure of their location or
    - (iii) requiring any other support to attend the clinic or communicate with health workers

- (e) provide information to the Worker on how to use their health insurance and remind them to have the necessary documentation with them when they present at the local GP clinic
- (f) discuss the use of sick leave with the Worker, including any requirement to obtain a medical certificate. If sick leave is not an entitlement under the Worker's employment conditions, You **must** ensure that the Worker is aware that they are not entitled to payment of wages if they are sick, but that it is still okay to not attend work if they are unwell and
- (g) advise Us of any medical issues or concerns with any Worker in accordance with the reporting and notification requirements under the Deed and at Chapter 13.

**Important:** Workers' medical information is considered sensitive information under the *Privacy Act 1988* and **must** be handled in accordance with Your obligations under clause 41 of the Deed and Chapter 15 of these Guidelines.

## 9.5. Welfare and Wellbeing Plan

### *Deed clause 9*

- 9.5.1. By 1 October 2023, You **must** submit a new Welfare and Wellbeing Plan to Us in accordance with these Guidelines.

### Transition Arrangements for Continuing Approved Employers

- 9.5.2. For Transition Recruitments, by 1 October 2023, You **must** submit a new Welfare and Wellbeing Plan (or update an existing Welfare and Wellbeing Plan approved under an SWP Deed) to Us in accordance with these Guidelines, which outlines the approach to be fully compliant by 31 December 2023.

### Welfare and Wellbeing Plan

- 9.5.3. You **must** review each Welfare and Wellbeing Plan that has been approved by Us, and in relation to which You continue to employ Workers:
- (a) annually; or
  - (b) if Your circumstances change and that impacts on the approved Welfare and Wellbeing Plan (to ensure Your plan remains fit-for-purpose for Your current operations); or
  - (c) if directed by Us,
- and, if changes are required to the Welfare and Wellbeing Plan following the review, submit an updated Welfare and Wellbeing Plan to Us for Our approval. We may require You to further amend the submitted Plan under clause 9.8 of the Deed.
- 9.5.4. We draw Your attention to Your obligations under clause 9.11 of the Deed in relation to any changes to any Welfare and Wellbeing Plan that has been approved by Us.
- 9.5.5. You **must** ensure that:
- (a) there are adequate arrangements in place to provide welfare and wellbeing support to each Worker in accordance with these Guidelines (including by having Welfare and Wellbeing Arrangements with a Welfare and Wellbeing Provider,

where these are required in order for You to meet Your obligations under these Guidelines) and

- (b) these arrangements are consistent with:
  - (i) the relevant Welfare and Wellbeing Plan that has been approved by Us and
  - (ii) the relevant Recruitment Plan and OoE that have been approved by Us.

9.5.6. You **must** ensure that any Welfare and Wellbeing Provider (such as a community group) You identify under any Welfare and Wellbeing Plan is approved by Us and aware that they have been engaged to provide support to Workers.

9.5.7. Any Welfare and Wellbeing Provider engaged by You may be contacted by Us (if required).

9.5.8. You **must** ensure that each Welfare and Wellbeing Plan submitted by You to Us for approval sets out specific information regarding the welfare and wellbeing support that You will provide to each Worker, including details of:

- (a) how You will ensure that each Worker has sufficient funds each week to meet reasonable costs of living, having regard for the conditions set out in [Chapter 5](#)
- (b) the 24-hour per day, 7 days per week emergency contact number for Workers to receive emergency assistance in accordance with section [9.1.1\(a\)](#)
- (c) how You will support each Worker to engage in community activities such as sport or religious observance
- (d) how You will familiarise Workers (who have an Australian driver's licence or international driver's licence) with driving on roads within the local area and the driving conditions such as:
  - (i) ensuring Workers know the road rules including obeying speed limits, school and pedestrian crossings, awareness of cyclists and motorcycles
  - (ii) understanding driver safety on Australian roads, including driver behaviours such as driving under the influence of alcohol or drugs including kava, wearing a seat belt, and driving while fatigued, including general fatigue management
  - (iii) local driving to conditions such as driving on high-speed freeways or on narrow or poorly maintained roads (sharp bends, and blind junctions) and
  - (iv) road hazards such as railway crossings, one-way bridges, road trains, slow moving vehicles (tractors, harvesters), debris, culverts/shallow crossings, and wildlife dangers (kangaroos, emus, cattle, sheep, etc)
- (e) how You will ensure that each Worker receives access to appropriate sexual health advice, including where Workers can go for sexual health advice in their local area, such as General Practitioners and family planning clinics and
- (f) compliance with policies relating to alcohol and drug free accommodation and worksites, and responsible consumption of alcohol in social settings.
  - (i) You **must** explain to Workers:
    1. the consequences of any breaches of these policies, including under Australian laws and
    2. outline this in Your respective employment conditions.

**Note:** Resources are available on the [PALM website](#)<sup>46</sup>, including how to contact the 24-hour PALM Support Service Line.

9.5.9. You **must**:

- (a) explain to each Worker the consequences of committing any breach of the policy(ies) and any illegal activity including under Australian law and
- (b) specify those consequences in the employment conditions in each relevant OoE that You submit to Us for approval.

9.5.10. You **must** deliver:

- (a) the Arrival Briefing to each Worker in accordance with section [8.3](#)
- (b) a reminder training session to each Worker at least 3 and 6 months following the arrival of the Worker and
- (c) an annual reminder training session to each Worker thereafter for Long-Term Workers.

9.5.11. Reminder training sessions may be delivered to a group of Workers (i.e. more than one Worker at a time) and **must** include:

- (a) information regarding details of pay slips and deductions, in line with the information that You **must** provide during the Arrival Briefing (see section [8.3](#))
- (b) a discussion of any issues or concerns identified by You or raised by any Worker since their arrival in Australia and
- (c) information on any changes or expected changes in the workplace. See Chapter 4 in relation to changes to employment conditions and other aspects of Approved Recruitments.

9.5.12. Training sessions should not take away from ongoing conversations between You and each Worker.

## 9.6. Welfare and Wellbeing Support Person

### *Deed clause 14*

9.6.1. By 1 October 2023, You **must**, as part of your Welfare and Wellbeing Plan, outline how You will meet the requirements for a Welfare and Wellbeing Support Person in accordance with these Guidelines.

9.6.2. From 1 January 2024, You **must** be fully compliant with the Welfare and Wellbeing Plan approved by Us, including the engagement of a Welfare and Wellbeing Support Person(s).

### **Welfare and Wellbeing Support Person**

9.6.3. You **must**:

- (a) appoint a suitable Welfare and Wellbeing Support Person to help and support Workers and

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<sup>46</sup> PALM scheme—Worker Support: <https://www.palmscheme.gov.au/worker-support>

- (b) nominate them in Your Recruitment Application.
- 9.6.4. You **must** ensure any Welfare and Wellbeing Support Person appointed:
  - (a) is a fit and proper person to be involved in the scheme, this includes appropriate background checks (such as police checks and working with vulnerable people)
  - (b) is suitable to provide Welfare and Wellbeing Support to Workers
  - (c) is located within a 200km travel distance of each Placement of Your Workers (unless otherwise agreed by Us)
  - (d) can respond quickly to any issues in person, when required
  - (e) is aware of their responsibilities—has an escalation process in place in the event of a Serious or Critical issue/incident and the contact details for the 24-hour PALM Support Service Line
  - (f) completes relevant Scheme online training/induction offered by Us and attends the Arrival Briefing in person and
  - (g) has a suitable substitute Welfare and Wellbeing Support person, if absent (on leave).
- 9.6.5. You **must not** appoint a Worker as a Welfare and Wellbeing Support Person.
- 9.6.6. We will take into consideration Your Welfare and Wellbeing Plan, specific circumstances including locations and tailor the ratio of Welfare and Wellbeing Support Person to Workers. Otherwise, You **must** ensure an adequate ratio of Welfare and Wellbeing Support Person(s) to the number of Workers recruited.
  - (a) An adequate ratio is considered 1 person per 120 workers (unless otherwise agreed or required by Us).
  - (b) You **must** still appoint a Welfare and Wellbeing Support Person if Worker numbers are below 120.
- 9.6.7. You **must** ensure Your Welfare and Wellbeing Support Persons meet with Workers at least once every fortnight as a minimum requirement. These meetings should be face-to-face but may be conducted virtually if required by health directions.
- 9.6.8. You **must** document the fortnightly discussions between Welfare and Wellbeing Support Person(s) and Workers including any actions taken to address Workers' concerns.
- 9.6.9. You **must** ensure Workers know how to contact the Welfare and Wellbeing Support Person.
- 9.6.10. If You change Welfare and Wellbeing Persons, You **must**:
  - (a) Notify Workers and provide any new contact details prior to or as soon as possible after the change taking place, and
  - (b) ensure any Worker who is receiving one-on-one support at the time the change is occurring is consulted individually, prior to the new Welfare and Wellbeing Person commencing.
  - (c) Notify Us within 7 calendar days of the change taking place.



## 9.7. Unforeseen events and financial support

- 9.7.1. You **must** take any additional reasonable steps to ensure the welfare and wellbeing of all the Workers You employ, and where practicable and with the Workers agreement, provide financial support in the form of a pay advance, which subject to requirements under the Fair Work Act may be recovered via deductions, if there is an unforeseeable reduction in working hours.
- 9.7.2. You **must** advise all relevant Workers about any potential reduction in work hours as soon as possible so Workers can prepare and ensure they understand when the reduction in hours will occur, the period of reduced hours, and how this will affect their pay and entitlements (including any financial support).
- 9.7.3. You **must** also Notify Us of any reduction to working hours in accordance with section [13.4](#).

**Important Note:** Where You intend to change regular rosters or ordinary hours of work You **must** consult Workers affected by the change first, in accordance with the [www.fairwork.gov.au/tools-and-resources/best-practice-guides/consultation-and-cooperation-in-the-workplace](https://www.fairwork.gov.au/tools-and-resources/best-practice-guides/consultation-and-cooperation-in-the-workplace) <sup>47</sup> under workplace laws and/or the relevant Fair Work Instrument

## 9.8. Safety in the community

- 9.8.1. You **must** support all Workers to remain safe while they are in Australia by ensuring You have:
  - (a) provided them with all relevant emergency contact numbers; including the workplace emergency contact number referred to in section [9.1.1\(a\)](#), the 24/7 PALM Support Service Line (1800 51 51 31), and the contact number of the relevant Welfare and Wellbeing Support Person(s)
  - (b) showed them the location of key emergency facilities within the local community, e.g. hospitals, medical clinics, and police
  - (c) on display in the workplace and at accommodation sites, information about calling 000 in a format that is easy to understand and that Workers:
    - (i) know what an emergency is
    - (ii) how to contact 000, and when this is required and
    - (iii) what information they will need to provide to the operator such as, what service they require, where they are located, and what has happened.
  - (d) provided basic fire safety information and if they will be working or living in areas prone to natural disasters such as bushfires, floods, cyclones, information about what to do (or not to do. i.e. such as driving into flood water)
  - (e) provided information about relevant local safety risks such as venomous/dangerous wildlife (including snakes and spiders), local beaches/rivers/waterways and

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<sup>47</sup> FWO—Consultation and cooperation in the Workplace: <https://www.fairwork.gov.au/tools-and-resources/best-practice-guides/consultation-and-cooperation-in-the-workplace>



- (f) provided information about consent and healthy relationships, including illegal behaviour and where people can get support if they need it.

**Note:** Resources are available on the [PALM website](#)<sup>48</sup>, including how to contact the 24-hour PALM Support Service Line.

## 9.9. Freedom of Movement in the Community

9.9.1. You **must not** restrict any Worker's freedom of movement outside of working hours, this is a protection under Australia law. You **must**:

- (a) allow Workers to associate and move freely and unhindered about the community
- (b) clearly communicate any relevant company codes of conduct or other behavioural expectations, such as not wearing company uniforms outside working hours, and not engaging in conduct that could cause reputational damage to the Worker or You
- (c) ensure any company codes of conduct that apply outside of business hours are consistent with Australian laws and are clearly communicated in writing to all Workers and
- (d) ensure codes of conduct are applied equally to all Your employees and are not discriminatory.

## 9.10. Supporting Worker Community Engagement

9.10.1. You **must** identify relevant community stakeholders and help Workers to access opportunities to engage positively with the local community outside of working hours. This may be through:

- (a) recreation activities—sporting teams, recreation clubs
- (b) involvement in community programs or projects which could include [Community Connections Program](#)<sup>49</sup>, local charities and councils, volunteer groups
- (c) religious organisations—churches, places of worship and
- (d) cultural groups—multicultural associations, local Indigenous community members, Pacific Island and Timor-Leste organisations and diaspora groups.

9.10.2. You can contact Us through the 24/7 PALM Support Service Line on 1800 51 51 31 or at [PALM@dewr.gov.au](mailto:PALM@dewr.gov.au) for assistance and support.

**Note:** Under the National Employment Standards, all employees (including casuals) are entitled to unpaid [community service leave](#)<sup>50</sup>.

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<sup>48</sup> PALM scheme—Worker Support: <https://www.palmscheme.gov.au/worker-support>

<sup>49</sup> PALM scheme—Community Connections Program: <https://www.palmscheme.gov.au/contact>

<sup>50</sup> FWO—Community service leave: <https://www.fairwork.gov.au/leave/community-service-leave>

## 9.11. Skills development

- 9.11.1. You **must** identify any opportunities to upskill Your Workers. This may include foundation, vocational skills, and/or work health and safety training. Training may be accredited and non-accredited training.
- 9.11.2. You may be eligible to apply for funding to support training for Workers under the PALM Scheme Skills Development Program. Refer to the [PALM Scheme website](#)<sup>51</sup>.

## 9.12. Managing Worker Grievances

### *Deed clause 36*

- 9.12.1. You **must** provide easy to understand information and explain to Workers how they can raise any matter of concern or complaint (Grievance) with You, or Us.
- 9.12.2. If any Worker or any group of Workers raise any Grievance with You, You **must** take reasonable steps to resolve the matter in a timely manner.
- 9.12.3. You **must** make Workers aware of how they can raise a Grievance with You and how they can escalate the Grievance to Us, including by calling the 24/7 PALM Support Service Line (1800 51 51 31) or lodging the **Grievance Lodgement Form** available on the [PALM website's](#) Workers page (<https://www.palmscheme.gov.au/help-workers>).
- 9.12.4. You **must**
  - (a) maintain a register (Grievance Register) of all Grievances raised by any Worker or their advocate that includes actions taken by You in response to each of those Grievances; and
  - (b) provide a copy of Your Grievance Register to Us on request.
- 9.12.5. You **must** Record the following information in the Grievance Register in relation to each Grievance:
  - (a) who raised the Grievance
  - (b) when the Grievance was first raised (date)
  - (c) the nature of the Grievance (issues, concerns raised)
  - (d) steps/action taken to resolve the matter, including any involvement with FWO, union, community liaison officer, Welfare and Wellbeing Support Person, community group or any other relevant third party
  - (e) any follow up actions that may be required
  - (f) who managed the Grievance and
  - (g) when the matter was considered resolved/closed (date), why the matter was considered resolved/closed, and how this outcome was communicated to the Worker (or their advocate with the Worker's permission).
- 9.12.6. You **must** not take any Retaliatory Action against any Worker or group of Workers who have raised a Grievance, including where the Grievance has been raised directly to Us or to any third party.

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<sup>51</sup> PALM scheme—Skills development: <https://www.palmscheme.gov.au/skills-development>

- 9.12.7. You, or Workers can contact Us on the 24/7 PALM Support Service Line (1800 51 51 31) for support and advice, or to raise a concern directly with Us. Workers may also contact their country liaison officer or labour attaché. Contact information is available on the [PALM website](#) <sup>52</sup>.

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<sup>52</sup> PALM scheme—Contact Information: <https://www.palmscheme.gov.au/contact>

# Chapter 10: Accommodation for Workers

## Mandatory Requirements Overview: Accommodation for Workers

*Having affordable and safe accommodation that is reasonably close to the Workers' work site is important.*

- You **must** provide accommodation for Workers in accordance with Deed clause 13 and this Chapter 10.
- If a Worker chooses to arrange their own accommodation, You are not responsible for the quality of that accommodation.

## 10.1. Your Accommodation Obligations

### *Deed clause 13*

- 10.1.1. For each Worker, You **must** provide or arrange accommodation for the following durations in accordance with clause 13 of the Deed and these Guidelines, unless the Worker chooses to arrange their own accommodation (see clause 13.6 of the Deed):
  - (a) for each Short-Term Worker, for the full duration of their Placement and
  - (b) for each Long-Term Worker, for a minimum of the first 12 months of their Placement.
- 10.1.2. You **must** ensure that any accommodation You provide or arrange for any Worker is approved by Us through Our approval of the relevant Accommodation Plan prior to that accommodation being made available to any Worker.
- 10.1.3. You **must** maintain true, accurate and complete Records about Worker accommodation locations.
- 10.1.4. If You are a Labour Hire Organisation, for any accommodation You provide or arrange under clause 13 of the Deed, You **must** ensure that the accommodation meets the requirements of:
  - (a) any relevant labour hire legislation, including any requirements specified by any labour hire authority established under such legislation
  - (b) any other relevant State or Territory legislation and
  - (c) the Deed, including these Guidelines.

### *Accommodation Costs*

- 10.1.5. You **must** ensure that the accommodation costs are comparable to local market rates.
- 10.1.6. Where You permit any person other than a Worker to reside at the property in an area that You own or lease, You **must** share the total cost of the accommodation equally between all persons who reside at the property.
- 10.1.7. In each Accommodation Plan that You submit to Us for approval, You **must** include a breakdown of the anticipated accommodation costs for each of the relevant Workers. If costs are only able to be estimated, such as for utilities, We will consider reasonable estimates, but may request evidence of actual costs at a later date.

- 10.1.8. You **must** retain detailed Records as Documentary Evidence of all accommodation costs that You deduct from Worker's wages, and provide those Records to Us or any Worker, if requested.

## 10.2. Accommodation Plans

*Deed clauses 9, 10 and 13*

### Transition Arrangements for Continuing Approved Employers

- 10.2.1. If you are a Continuing Approved Employer, for Transition Recruitments:
- (a) From the commencement of Your Deed to 31 March 2024, Accommodation Plans approved under an SWP Deed, which forms part of a Transition Recruitment will be deemed to continue and be approved by Us, unless a change occurs.
  - (b) From 1 April 2024, if a Transition Recruitment, approved under the SWP Deed, is to continue beyond this date, You **must** obtain Our approval for a new Accommodation Plan prior to 1 April 2024, except where there is less than 4 weeks remaining of the Placement.
- 10.2.2. For New Recruitments, You **must** submit a new Accommodation Plan.

### Accommodation Plan Requirements

- 10.2.3. You **must**:
- (a) submit, for Our approval in accordance with clause 9 of the Deed and section [3.1](#), a separate Accommodation Plan for each property that You intend to use to accommodate any Worker
  - (b) when submitting any Accommodation Plan for Our approval, include recent photographs of all rooms that will be used to accommodate any Worker. The photographs **must**:
    - (i) reflect the current state of accommodation as it will be used by Workers
    - (ii) be taken within 6 months prior to the start of the recruitment and
    - (iii) demonstrate the setup of furniture required for living arrangements (such as beds, tables, couches, etc.).

**Note:** Where there are multiple rooms that are identical in size and configuration, We may agree to You including fewer photographs.
  - (c) prior to the relevant Workers travelling to Australia, provide Us with updated photographs of any room that will be used to accommodate any Worker and that has or is proposed to change since the taking of the original photographs that You provided to Us with the relevant Accommodation Plan.
- 10.2.4. See section [10.8](#) for information on the circumstances in which a streamlined Accommodation Plan may be submitted by You.
- 10.2.5. If approved by Us under clause 9.8 of the Deed, Your Accommodation Plan for each property will be valid for the duration of the Deed in which you have entered into, unless:
- (a) the property, for whatever reason, no longer meets the accommodation minimum standards as set out at section [10.3](#); or

- (b) the property has changed, and the information provided in the approved Accommodation Plan is no longer accurate.
- 10.2.6. Where a change as described at section [10.2.3 \(a\) & \(b\)](#) occurs, You **must** advise Us by submitting an updated Accommodation Plan through the Department's IT Systems and seek our approval of the proposed new arrangements.
- 10.2.7. When You are submitting a Recruitment Application that proposes to use an Accommodation Plan that has been approved by Us, You **must** confirm that:
  - (a) the relevant property continues to meet the accommodation minimum standards as set out at section [10.3](#) and
  - (b) the approved Accommodation Plan is still accurate, including by providing recent photos of the relevant property in accordance with any request by Us.
- 10.2.8. You **must** notify Us of any real or perceived Conflict relating to the accommodation of Workers, including accommodation organised by You or arranged by the Worker.
- 10.2.9. Without limiting clause 75 of the Deed, You **must** immediately Notify Us of any Conflict relating to any Accommodation Plan submitted by You to Us or approved by Us. This means that You **must** immediately Notify Us if any property (that is the subject of any Accommodation Plan) is owned by You or any related entity. In this section, the term 'related entity' means:
  - (a) 'entities connected with a corporation' as defined in section 64B of the *Corporations Act 2001* (Cth), with the word 'You' substituted for every occurrence of the word 'corporation' in that section
  - (b) an entity that:
    - (i) can control, or materially influence, Your activities or internal affairs
    - (ii) has the capacity to determine, or materially influence, the outcome of Your financial and operating policies or
    - (iii) is financially interested in Your success or failure or apparent success or failure
  - (c) if You are a company, an entity that:
    - (i) is Your holding company
    - (ii) is Your subsidiary
    - (iii) is a subsidiary of Your holding company
    - (iv) has one or more directors who are also Your Directors or
    - (v) without limiting sections (c)(i) to (c)(iv) of this definition, controls You or
  - (d) an entity, where a familial or spousal relationship between the principals, owners, directors, officers or other like individuals exists between that entity and Your principals, owners, directors, officers or like individuals.
- 10.2.10. When submitting an Accommodation Plan for Our approval, You **must** provide details of the workplace and community facilities available near the property.
- 10.2.11. You **must**, upon request, make any Accommodation Plan that has been approved by Us available to any Worker that is accommodated in the relevant property.

### Approval of Accommodation Plan

- 10.2.12. We will Notify You in writing when We approve the Accommodation Plan in accordance with clause 9.8 of the Deed.
- 10.2.13. The types of conditions that the Department may impose under clause 9.3 of the Deed in relation to an Accommodation Plan include that You may accommodate some or all the Workers at the relevant property on the condition that You ensure that particular actions are taken by a specified date.
- 10.2.14. You **must** review each Accommodation Plan that has been approved by Us, and under which You continue to accommodate Workers:
- (a) annually;
  - (b) if circumstances change and that impacts on the approved Accommodation Plan or
  - (c) if directed by Us; and
  - (d) following the review, submit an updated Accommodation Plan to Us for Our approval. We may require You to amend the submitted Plan under clause 9.8 of the Deed.

### Changes to Approved Accommodation Plans

- 10.2.15. As per clause 9.10 of the Deed, You **must** not implement any proposed change to an Accommodation Plan that has been approved by Us unless We give Our prior written approval by Notice to You.
- 10.2.16. We will consider proposed changes to an Accommodation Plan which include Rental Increases passed on by a landlord or property owner only where:
- (a) the relevant state and territory residential tenancies legislation has been strictly adhered to and
  - (b) Workers are given the appropriate notice of the rental increase as required under the relevant state or territory residential tenancies legislation.
- 10.2.17. You **must** obtain written agreement from Workers for the change to the accommodation deduction and keep a record of the signed agreement.
- See section [4.1](#) for additional requirements relating to changes to Approved Recruitments, including changes to any Accommodation Plan forming part of an Approved Recruitment.

## 10.3. Accommodation Minimum Standards

- 10.3.1. You **must** ensure that any accommodation You provide or arrange for any Worker:
- (a) is safe and secure
  - (b) is fit for occupation and use for each Worker who does, or who You propose will, reside in the property
  - (c) complies with any WHS legislation and state and territory government and local government legislation and codes that may apply to such accommodation and
  - (d) meets the Mandatory Accommodation Requirements under these Guidelines (as set out below).

10.3.2. If You are a Labour Hire Organisation, You **must** comply with:

- (a) the accommodation related requirements of any relevant labour hire legislation, including any requirements specified by any labour hire authority established under such legislation in the relevant State or Territory and
- (b) the Mandatory Accommodation Requirements under these Guidelines (as set out below).

#### **Mandatory Accommodation Requirements**

10.3.3. You **must** comply with the following requirements set out in this section.

- (a) Fair and good value
- (b) Security bond
- (c) Transparency of costs
- (d) Fit for purpose and in good condition
- (e) Accessibility, safety and security
- (f) Suitable sleeping quarters and arrangements
- (g) Adequate bathroom facilities
- (h) Leisure, social and telecommunication facilities

#### **Fair and good value**

10.3.4. Rental arrangements and inclusions **must** be fair and provide good value for money for Workers. When considering value for money, We will consider 'like for like' properties in the region, if possible. In this context 'like for like' means the same number of bedrooms, and similar facilities/amenities and condition of the property.

10.3.5. Adequate and decent housing should not cost Your Workers more than a reasonable proportion of their income.

10.3.6. If We consider, in Our absolute discretion, that any amount that You have charged, or are charging, any Worker for any accommodation You provide or arrange:

- (a) does not represent value for money or
- (b) does not represent a reasonable proportion of the Worker's income

We may direct You to:

- (c) charge the Worker a lesser amount in relation to that accommodation and/or
- (d) credit the Worker for any amount that You have previously charged them

and You **must** immediately comply with any such direction.

10.3.7. You **must not** charge any Worker any administration fees or additional charges for organising the accommodation the Worker resides in, and:

- (i) any accommodation that You provide for any Worker **must** be provided at cost (see Chapter 5 for additional requirements relating to deductions from Workers' wages) and
- (ii) any rental charges **must** be shared equally between the Workers who reside at the property.



- 10.3.8. Rent **must not** be used to offset labour costs.
- 10.3.9. If services, such as cleaning or catering, are included in accommodation costs, You **must**:
- (a) clearly outline these in the Accommodation Plan
  - (b) provided these services to Workers at cost and
  - (c) identify these charges separately from the rental payments when making deductions from Worker wages. See Chapter 5 for additional requirements relating to deductions from Workers' wages.
- 10.3.10. Where possible, You **must** permit Workers to opt out of these accommodation services.

### Security bond

- 10.3.11. If You have paid a security bond upfront to rent a property that will be used to accommodate any Worker, and it has been registered with the appropriate authority, You **may**, recover the cost of the security bond through clearly identified deductions from the relevant Worker's wages in accordance with Chapter 5.
- 10.3.12. You **must not** deduct the cost of any security bond from any Worker's wages under section 10.3.11 unless You:
- (a) identify this cost separately to any rental or services related deduction
  - (b) equally share the cost between all the Workers who will reside at the relevant property, with the total deductions from all relevant Workers being no more than the total cost of the bond
  - (c) cease the deductions immediately when the total security bond amount has been recovered and
  - (d) refund to each of the relevant Workers the total amount deducted from their wage to cover the costs of the security bond at the end of the Worker's stay at the property.

**Note:** A 'security bond' is a payment held in trust with the appropriate authority, usually a 'bonds board'. This is a payment that is normally paid in advance of tenancy commencing to cover any costs (damages) the tenant may be liable for at the end of their stay.

- 10.3.13. You are entitled to retain the part, or the whole, of the total amount deducted from a Worker's wage to cover the costs of the security bond at the end of the Worker's stay at the relevant property where You have not been able to recover that amount of the security bond You paid directly due to the actions of the relevant Worker, provided that You are otherwise entitled under the agreement with the relevant Worker, the Deed and the law to retain that amount.
- 10.3.14. You **must**:
- (a) ensure any security bond payment deducted from any Worker's wage is registered with the appropriate authority
  - (b) explain to all relevant Workers in plain English, ensuring the information can be understood by a non-native speaker, the purpose of a security bond prior to any deductions being made from the wage of any of the Workers
  - (c) have a written agreement with each relevant Worker (in plain English, ensuring the information can be understood by a non-native speaker) that clearly specifies

the obligations and expectations of both You and the Worker if You intend to hold the Worker liable for any potential costs incurred because of damage to the accommodation or furnishings provided

- (d) not assert that any Worker is liable to You for any costs related to any damage to the accommodation they have stayed in unless You have, and are able to provide to Us and the Worker, if requested:
  - (i) evidence of the condition of the relevant accommodation or furnishings before and after any damage has occurred
  - (ii) a Record clearly specifying the cost involved in repairing the damage (labour/parts/replacement), and that cost is reasonable in the circumstances and
  - (iii) evidence that the damage does not relate to general wear and tear of the relevant accommodation or furnishings
- (e) provide information in writing to all relevant Workers on how the bond will be refunded at the end of their stay in the relevant accommodation and
- (f) keep a Record of any bond cost, registration, deductions, and refund, and provide a copy of these to Us and any relevant Worker, if requested.

10.3.15. You **must not**:

- (a) incorporate or add a 'bond charge' into the cost of any rent deducted from the wage of any Worker or
- (b) make any deduction from the wage of any Worker in relation to the cost of any security bond where the security bond is not registered with the appropriate authority.

### Transparency of costs

- 10.3.16. A breakdown of inclusions of accommodation costs **must** be provided to Us in the Accommodation Plan and evidence of these costs provided to Us on request.
- 10.3.17. If the property is commercially provided at an all-inclusive cost (such as by a backpackers' hostel where the cost includes both rent and utilities) and a breakdown is not available, You **must** set this out in the Accommodation Plan and indicate what is included in the cost.
- 10.3.18. The cost of accommodation **must** be communicated to Workers in the OoE with an explanation of what is included (rent, utilities, cleaning, etc.) so that they understand what they are being charged for.
- 10.3.19. All accommodation costs passed on to Workers (including for damage repairs) **must** be at cost, and receipts or proof of cost **must** be made available on request by Us, the Workers and/or their nominated advocate.

### Fit for purpose and in good condition.

- 10.3.20. You **must** ensure that, at all times, any accommodation that You provide to, or arrange for, any Worker:

- (a) complies with relevant State, Territory and local government legislation, regulations, rules, and codes (such as those relating to fire safety), including having the relevant council approvals in place
- (b) is fit for immediate occupation and use. This means there **must** not be any building or appliance defects, outstanding maintenance work, or health and safety issues
- (c) is maintained in a good condition, noting that:
  - (i) unless cleaning services are provided in the accommodation cost, You **must** ensure Workers keep the property in a clean and sanitary condition and provide guidance to do so and
  - (ii) You are responsible for ensuring that general maintenance and repairs are undertaken
- (d) has an adequate water supply that is available continuously, and is safe for drinking, cooking, bathing, and washing
- (e) has a functioning hot water service sufficient to accommodate reasonable usage by all Workers who reside at the property
- (f) provides all Workers who reside at the property with adequate heating, cooling and ventilation, as required and having regard to the local climate
- (g) has adequate cooking and dining facilities, and these **must**:
  - (i) be suitable for the number of Workers who reside at the property
  - (ii) **not** be makeshift kitchens and dining facilities
  - (iii) always be (subject to section (iv) below) either inside, or if outdoors, at a minimum have sufficient cover that provides protection from various weather conditions and
  - (iv) **not** be outdoors if the overnight temperatures in the region are regularly below 15 degrees
- (h) provides all Workers who reside at the property with adequate laundry facilities for washing and drying their clothes, noting that if these facilities are not onsite (included in the accommodation), You **must**:
  - (i) identify this in the relevant updated or new Accommodation Plan that You submit to Us for Our approval; and
  - (ii) provide details in the updated or new Accommodation Plan of alternate laundry facilities within reasonable walking distance of the accommodation (including details of the cost of using those facilities) and
- (i) provides each Worker who resides at the property adequate:
  - (i) space to securely store their personal items and clothing;
  - (ii) space to store food safely, including access to a refrigerator/freezer;
  - (iii) access to cooking vessels and utensils;
  - (iv) crockery (plates, bowls, glasses, coffee cups) and cutlery; and
  - (v) access to cleaning, disinfection, and pest control products and supplies.

10.3.21. You **must** also ensure that, when any Worker first arrives at any accommodation that You provide or arrange for the Worker, the accommodation is clean and tidy.

- 10.3.22. You **must** have in place an effective system to ensure faults are identified and repaired in a timely manner. This means that You **must**, in relation to any accommodation that You provide to, or arrange for, any Worker:
- (a) as soon as You become aware of any major faults (such as broken locks, broken appliances and leaking roofs):
    - (i) immediately take steps to ensure that those faults are repaired as quickly as practicable, and
    - (ii) ensure that remedial measures are put in place if repair of the fault will take longer than 24 hours, and
  - (b) arrange the repair of any minor faults (such as dripping taps (due to faulty washers), a broken cupboard or broken window furnishings or other faults that do not result in a breach in a timely manner, but no longer than 14 days after You become aware of the fault.

#### **Accessibility, safety, and security**

- 10.3.23. You **must** ensure that, at all times, any accommodation that You provide to, or arrange for, any Worker:
- (a) is, subject to section(b), lockable
  - (b) can be accessed by any Worker who resides at the property
  - (c) is safe and secure for all Workers who reside at the property
  - (d) cannot be accessed by anyone else who is not a Worker residing at property, unless such access is permitted under the Deed, including these Guidelines, or the person accessing the accommodation is authorised to do so by law
  - (e) has separate sleeping and bathroom facilities for single men and women, except that a couple may use the same facilities where they are married, in a de-facto relationship, or consent to share facilities
  - (f) has lockable doors for separate sleeping and bathroom facilities, to ensure Worker's privacy
  - (g) has appropriate window coverings in good working order in all sleeping and bathroom areas to ensure Worker's privacy
  - (h) has a lockable door on each bedroom in which a single Worker resides on their own, or with their spouse or de-facto partner
  - (i) has well-lit access between sleeping areas, living areas and bathrooms to ensure Workers' safety; and
  - (j) has storage for the belongings of each Worker who resides at the property, including individual lockable storage for each Worker's valuables, such as their passport, documents and money.



### Case study: Accommodation - Accessibility Safety and Security

An Approved Employer with a hydroponic farm situated within Mildura, northwest Victoria, is recruiting 5 workers (2 female and 3 male), and has been seeking suitable accommodation. Accommodation in the area is limited.

The employer has secured a 3-bedroom, 2-bathroom house. In this scenario some of the workers will need to share bedrooms and each gender has a bathroom. To avoid overcrowding, and to ensure worker safety, 2 females will share a room, 2 males will share a room, and the remaining male worker will have the smaller of the three rooms by himself. The employer negotiates with the leasing agent to have locks installed on all bedrooms and bathrooms and a sign on each bathroom to identify the male and female amenities. The employer has purchased and installed a lockable set of drawers in each bedroom for every worker to keep small personal, private, and valuable items safe. The employer is also satisfied that appropriate window furnishings are installed in bedrooms and bathrooms to ensure worker privacy.

Before the workers move in, the employer checks that the locks on all external doors are secure and working and all windows can be secured from the inside. The Approved Employer also checks with the leasing agent that all fire codes are met and that the fire alarms have been checked in the last 12 months.

When the workers arrive, the Approved Employer provides each worker with their own key and explains that they need to keep the keys secure and not lend them to other people. The workers are also advised who they can contact if they get locked out or have any difficulties with the accommodation.

10.3.24. You **must** ensure that, in relation to any accommodation that You provide to, or arrange for, any Worker:

- (a) where any person (including any of Your Personnel) requires access to the property for the purposes of carrying out maintenance, repairs, services or inspections, the Workers who reside at the property are given prior notice of such access, unless:
  - (i) the person is invited onto the property by any of those Workers or
  - (ii) it is an emergency
- (b) subject to section(c), access to the property for the purpose of carrying out services, repairs, maintenance or inspections is scheduled at a time agreed with Workers residing at the property and
- (c) a Worker who resides at the property, or their nominated representative (such as a representative from a relevant union or other advocate), is permitted to be at the property at the time of the access referred to in section(b), if they request.

### Suitable sleeping quarters and arrangements

10.3.25. You **must** ensure that, in any accommodation that You provide to, or arrange for, any Worker (in addition to the requirements set out above):

- (a) any sleeping quarters (bedrooms) are not overcrowded or set up in open living areas
- (b) there are an adequate number of beds that are an appropriate size and level of comfort for each Worker who resides at the property to ensure decent, safe, and hygienic conditions for rest and sleep. This means that each Worker **must** be provided with:
  - (i) a separate bed with a base or bedframe (mattresses on floors, bed rolls, camp beds, swags and the like are not acceptable), except that double or queen beds are acceptable for spouses or de-facto partners, provided this is advised and accepted through the relevant OoE
  - (ii) a comfortable, clean mattress and pillow, and
  - (iii) at least two sets of linen, and a doona or blanket that are clean and in good condition (sleeping bags are not acceptable) this includes adequate bedding appropriate to the weather/climate.
- (c) there is reasonable walking space and distance between beds, fixtures, furniture and exits.

**Note:** Depending on the room sizes, We may impose limits on the number of persons that can occupy a room. Spouses or de-facto partners should be provided their own room.

**Note:** Short-term accommodation: Open planned living spaces such as cabins, caravan parks, motels and donga accommodation types **may** be acceptable in the PALM scheme for Short-Term Placements.

10.3.26. The use of bunk beds should be minimised. If bunk beds are used in any accommodation that You arrange or provide for any Worker, You **must** ensure that the bunk beds meet Australian safety standards, that relevant Workers will not sustain any injury and that they will be comfortable, including by ensuring that there is enough clear space between:

- (a) the upper and lower bunks
- (b) the upper bunk and the ceiling
- (c) any fixtures, such as air-conditioning units and fans.

10.3.27. You **must** ensure that triple bunks are **not** used in any accommodation that You arrange or provide for any Worker.

### Adequate Bathroom Facilities

10.3.28. You **must** ensure that, in any accommodation that You provide to, or arrange for, any Worker:

- (a) there are adequate bathroom facilities (toilets, baths/showers, hand basins) for the number of Workers who reside at the property
- (b) for every 10 Workers (or part thereof e.g. 35 Workers = 4 bathroom facilities) there is at least:
  - (i) one toilet (excluding urinals)
  - (ii) a hand basin and

- (iii) a shower, or bathtub with shower facilities.

**Note:** Urinals **do not** count as a 'toilet' for the purposes of calculating the ratio of bathroom facilities to Workers.

- (c) bathroom facilities are conveniently located and easily accessible by each Worker who resides at the property, and wherever possible, attached to the living quarters. Note that:
  - (i) transportable toilet blocks, such as dongas may be acceptable. You **must** ensure that the relevant Accommodation Plan that You submit to Us for Approval clearly sets out any such arrangements and
  - (ii) We do not consider portable toilets, such as port-a-loos, to be adequate bathroom facilities.

### **Leisure, social and telecommunication facilities**

10.3.29. You **must** ensure that, in any accommodation that You provide to, or arrange for, any Worker, the following is provided for use by all Workers who reside at the property:

- (a) collective social and rest spaces across common areas, including:
  - (i) sufficient comfortable seating for the number of Workers (i.e. one seat for each Worker) and
  - (ii) furniture that is clean, safe and in good condition and
- (b) a means to communicate with their families and the outside world. This should be based on the most affordable option available in the location such as:
  - (i) via telephone (landline or mobile with international calling) or
  - (ii) online via the internet using a suitable social platform.

## **10.4. Accommodation rules**

10.4.1. You **must**, in relation to any accommodation that You provide to, or arrange for, any Worker:

- (a) not seek to impose:
  - (i) any rules on any Worker who resides at the property or
  - (ii) any consequences for a failure to comply with any such rules
- (b) if imposing the rules or the consequences for failure to comply would:
  - (i) be inconsistent with any provision in the Deed, including these Guidelines; or
  - (ii) breach any law, including any workplace, property, privacy or tenancy laws and
- (c) if You do seek to impose rules on the Workers who reside at the property and consequences for non-compliance:
  - (i) clearly communicate those rules and consequences to all Workers who reside at the property, and provide a copy of the rules to them in writing and
  - (ii) provide procedural fairness to the relevant Worker(s) in the event of a suspected non-compliance.



## 10.5. Accommodation arranged by Workers

- 10.5.1. We draw Your attention to clause 13.6 of the Deed.
- 10.5.2. You **must not** coerce any Worker into arranging their own accommodation. If any Worker chooses to arrange their own accommodation, this decision **must** be made under their own free will.
- 10.5.3. You **must not** take any Retaliatory Action against any Worker who chooses to stay in their own accommodation.
- 10.5.4. You may require any Worker to provide a notice period when moving out of accommodation You have provided or arranged for the Worker. Any such notice period **must**:
  - (a) be compliant with any relevant laws
  - (b) be communicated to the Worker when the Worker first moves into the accommodation and agreed by them in writing (e.g. in the relevant OoE or separately) and
  - (c) not be unreasonably onerous considering both:
    - (i) the Worker's right to determine where they will reside and
    - (ii) the cost incurred by You, and the obligations imposed on You, in arranging the accommodation.
- 10.5.5. You **must not** seek to impose any rules relating to accommodation on any Worker who has arranged their own accommodation.
- 10.5.6. You **must** continue to provide transport, in accordance with these Guidelines, for any Worker who arranges their own accommodation, unless the Worker has also chosen (without coercion) to organise their own transport.
- 10.5.7. Where the Worker has also organised their own transport, then You (or Your appointed Welfare and Wellbeing Support Person) **must** support the Worker to ensure transport is suitable (safe, reliable and affordable) Section [10.11.9](#) provides further details on Your requirements when a Worker chooses their own transport.
- 10.5.8. You **must** notify Us of any Conflict (of interest), in relation to the Worker arranged accommodation.

## 10.6. Entering tenancy agreements on behalf of Workers (not including for accommodation that Workers arrange for themselves)

- 10.6.1. When arranging accommodation for Your Workers, if You choose to enter into a rental agreement with an Accommodation Provider for the provision of accommodation for any Worker on their behalf, You **must**:
  - (a) have the Workers' permission to do so
  - (b) provide a signed copy of the rental agreement to all Workers covered by it, which clearly stipulates expectations of Workers and You
  - (c) make copies of entry and exit inspection Reports available to Workers, upon request, to demonstrate any costs incurred when exiting an Accommodation Arrangement and



- (d) provide a copy of the rental agreement and evidence of Worker's consent to Us upon request.
- 10.6.2. Refer to Mandatory Accommodation Requirements under these Guidelines for further information.

## 10.7. Feedback from Workers and repairs

- 10.7.1. If Workers have concerns related to the accommodation provided, You **must** take reasonable and prompt steps to resolve their concerns.
- 10.7.2. Refer to section [10.3.22](#) for further information on repairs and maintenance.

## 10.8. Previously approved accommodation

- 10.8.1. You may submit a streamlined Accommodation Plan for Our approval, through the Department's IT Systems, if You propose to use a property that has been previously approved by Us under the Scheme for another Approved Employer.
- 10.8.2. When submitting a streamlined Accommodation Plan for Our approval, You **must** provide the following information:
  - (a) details of the property and the relevant Approved Employer, including information such as the address of the property and the name of the relevant Approved Employer (i.e. the name of the legal entity) and the approximate date of Our approval of the property;
  - (b) confirmation that the property continues to meet all the requirements set out in this section and the basis upon which You are providing that confirmation (e.g. through a recent site inspection);
  - (c) details of any changes to the property since We provided Our previous approval;
  - (d) the type of accommodation (such as a house or hostel), and whether the accommodation will be available through a commercial or private arrangement;
  - (e) the name of the entity that owns the property, and whether the ownership of the property gives rise to any Conflict (note clause 75 of the Deed);
  - (f) the number of Workers You propose will reside at the property. See section [10.3.28](#) for the maximum permitted ratio of Workers to number of bathroom facilities, in the property. You propose that a greater number of Workers will reside at the property than that number that We previously approved, We may request You provide additional information:
  - (g) details of any people, other than Workers during their Placement, who will reside at the property while the Workers are there;
  - (h) the gender of the Workers who You propose will reside at the property, and the gender of any other person(s) who will reside at the property while the Workers are there;
  - (i) details of the sleeping areas available in the property, such as this is a 4-bedroom house with 2 single beds in each room;
  - (j) a recent external photograph of the property;

- (k) details of the proposed accommodation related cost per Worker, including:
    - (i) details of itemised components of the cost, such as the cost of rent and the cost of any other services provided at the property; and
    - (ii) if applicable, details of any security bond You intend to charge Workers; and
  - (l) details of the workplace and community facilities available near the property.
- 10.8.3. You **must** ensure that any accommodation that You provide to, or arrange for, any Worker meets the minimum standards at all times, irrespective of any prior approval of the property.

## 10.9. Worker accommodation relocations

### Urgent and unforeseen moves

- 10.9.1. Workers may be moved to alternative accommodation without Our prior written approval in urgent circumstances, such as where the approved accommodation has become unsafe due to fire, flooding, or any other circumstance that may deem the property inhabitable due to damage or safety concerns.
- 10.9.2. If Workers require immediate relocation (e.g. due to immediate threat to safety), You may relocate the Workers prior to contacting Us. However, You **must**:
- (a) contact Us immediately after relocating the Workers, and no later than 24 hours after the Workers have been relocated; and
  - (b) seek Our written approval by submitting an Accommodation Plan within 3 calendar days after relocating the Workers if the accommodation is not already approved by Us.
- 10.9.3. You **must** contact Us by calling the 24/7 PALM Support Service Line (1800 51 51 31) Us as soon as practicable, but no later than within 24 hours, if exceptional circumstance exists (such as community emergency evacuation orders due to flooding or fire) to discuss the welfare of Workers and the temporary accommodation arrangements (for example, where Workers will be evacuated to).

### Other moves

#### If accommodation is already approved by Us

- 10.9.4. You may move Workers to accommodation that has already been approved by Us. In this circumstance Our prior approval is not required unless there has been a change. However, You **must** Notify Us via the Department's IT Systems of the change of accommodation within 5 Business Days.

#### If accommodation is not approved by Us

- 10.9.5. If You are proposing to move Workers to accommodation that is not approved by Us (other than in the circumstances covered by section [10.9](#) You **must** ensure that any accommodation You provide or arrange for any Worker is approved by Us through Our approval of the relevant Accommodation Plan prior to that accommodation being made available to any Worker.

## 10.10. Supporting Workers' understanding of accommodation rights and responsibilities

- 10.10.1. Where Workers find their own accommodation, You **must** support them to understand:
- (a) that their accommodation **must** comply with relevant state, territory and local government legislation, regulations, rules, and codes (such as fire safety)
  - (b) their tenancy agreements and obligations
  - (c) the processes for escalating maintenance and repair issues to property managers and landlords
  - (d) that they can seek alternative long-term or private rental accommodation, if they choose and
  - (e) that they can seek help from You with tenancy correspondence from property managers and landlords, if needed.
- 10.10.2. Each State and Territory has consumer rights bodies and government-funded services that may be able to assist You and Workers with information about accommodation rights and dispute resolution services.

## 10.11. Transport Plan

- 10.11.1. In accordance with section [3.1.2](#), where We have previously approved a Recruitment Application, including a Transport Plan, and You propose to use the Transport Plan for another Recruitment Application, You do not need to resubmit the Transport Plan for the purpose of the other Recruitment Application. However, You **must** inform Us when You intend to include that Transport Plan as part of a Recruitment Application.
- 10.11.2. Subject to section [10.11.3](#), You **must** offer to arrange transport for each Worker between their accommodation and:
- (a) the relevant worksite
  - (b) local shops and
  - (c) local recreational facilities.
- 10.11.3. You do not need to arrange transport in accordance with section [10.11.2](#) where the Worker chooses to arrange their own transport.
- 10.11.4. You **must** ensure that any transport arranged by You for any Worker is appropriate, affordable, comfortable, and safe. For links to relevant State and Territory consumer rights for government-funded services refer to the [Australian Competition and Consumer Commission website](#)<sup>53</sup>
- 10.11.5. In relation to any transport arranged by You for Workers, You **must** ensure that any vehicle used to transport any Worker meets the requirements of all relevant legislation, including in relation to:
- (a) being roadworthy, registered and insured and

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<sup>53</sup> Australian Competition and Consumer Commission: <https://www.accc.gov.au/consumers/problem-with-a-product-or-service-you-bought/where-to-go-for-consumer-help>

- (b) having sufficient seats and seatbelts (in working order) for every person travelling in the vehicle.
- 10.11.6. You **must** include in each Transport Plan that You submit to Us under clause 9 of the Deed, information confirming that, in relation to transport arranged by You for Workers, all vehicles meet the requirements of all relevant legislation, including in relation to:
- (a) being roadworthy, registered and insured and
  - (b) having sufficient seats and seatbelts (in working order) for every person travelling in the vehicle.
- 10.11.7. You **must** only offer Worker's transport which has been approved by Us through approval of the relevant Transport Plan.
- 10.11.8. You **must** include in each Transport Plan that You submit to Us under clause 9 of the Deed the following information:
- (a) a breakdown of transport costs, including:
    - (i) insurance costs
    - (ii) fuel costs
    - (iii) registration costs and
    - (iv) any other costs associated with arranging transport for Workers
  - (b) distances from the workplace to Workers' accommodation
  - (c) whether each Worker will have access to transport 24 hours a day, and 7 days per week during their entire Placement and
  - (d) whether any Worker will only be able to access transport at certain times or during certain periods
  - (e) if you are using a Transport Provider, details of the Provider and confirmation that you have a formal Provider Arrangement in accordance with clause 13.2 of the Deed.
- 10.11.9. You **must** Notify Us when a Worker has arranged their own transport and provide us with confirmation that You are:
- (a) satisfied that the Worker arranged transport is suitable (safe, reliable and affordable) and
  - (b) no longer deducting transport costs from the Worker/s or
  - (c) that You are **not** satisfied that the Worker arranged transport is suitable.
- 10.11.10. In circumstances where You are not satisfied that the Worker's transport arrangements are suitable then You **must** arrange and provide transport for Workers and, if requested by Us, provide evidence that a safety concern was raised by You.
- 10.11.11. If any Worker uses the transport You provide, and You intend to deduct any cost associated with providing the transport from the Worker's wage, You **must**:
- (a) provide a breakdown of the cost to the Worker and
  - (b) ensure that the deduction is made in accordance with Chapter 5.
- 10.11.12. If You give a Worker any driver duties, such as to drive other Workers to and from work, You **must**:
- (a) ensure that the Worker holds an appropriate licence to drive in Australia and

- (b) pay the Worker for those driver duties where this is a requirement under the Fair Work Act and/or any applicable Fair Work Instrument.

# Chapter 11: End of Employment

## Mandatory Requirements Overview: End of Employment

*There are several obligations You **must** fulfil when a Worker ceases their employment with You. This can occur because the Worker has completed their Placement, is terminated or resigns. You **must** ensure You comply with relevant workplace laws when a Worker comes to the end of their employment with You.*

### 11.1. Overview

#### *Deed clauses 9 and 12*

- 11.1.1. You acknowledge that the end of Your employment relationship with any Worker may:
- (a) occur due to the natural ending of an employment contract, or
  - (b) be initiated by:
    - (i) You; or
    - (ii) the Worker.
- 11.1.2. When any Worker ceases their employment with You and has not commenced employment with another Approved Employer, You **must** continue to comply with all Your obligations under the Deed, including these Guidelines, in relation to the Worker until they depart Australia to return to their Home Country. This means that You remain responsible for ensuring that the Worker can return to their Home Country in the event of the employment relationship ending, for any reason, for example, but not limited to, the Worker's employment:
- (a) being terminated;
  - (b) ending due to their resignation; or
  - (c) ending due to their Placement expiring at the end of their employment contract.
- Note 1:** For example, You **must** arrange a flight for the Worker from Australia back to their Home Country in accordance with Chapter 7.
- Note 2:** Requirements related to Worker demobilisation and departure are included in Chapter 12 of these Guidelines.
- 11.1.3. When any Worker ceases their employment with You, or is likely to cease their employment with You, You **must** inform Us via the Department's IT Systems, in accordance with Chapter 13. Table 9 summarises the reporting requirements for each end of employment scenario.

**Table 9: Notice Requirements for each end of employment scenario**

Circumstances	Notice Requirement
Worker notifies Approved Employer of intention to resign before the end of their Placement.	Non-critical incident to be notified by 5:00 pm EST the next Business Day, after the Worker notifies You of their intention to resign (see section 13.4.2 of these Guidelines).
Approved Employer intends to terminate the Worker's	Non-critical incident to be notified by 5:00 pm EST the next Business Day, after You decide to

employment before the end of their Placement.	terminate the Worker (see section 13.4.2 of these Guidelines).
Worker abandons their employment without notice to Approved Employer before the end of their Placement.	Non-critical incident to be notified by 5:00 pm EST the next Business Day, after You become aware that the Worker has abandoned their employment (see section 13.4.2 of these Guidelines).
Approved Employer terminates Worker before the end of their Placement.	Departure Report to be submitted by 5:00 pm EST the next Business Day after the termination (see section 13.7.3 of these Guidelines).
Worker resigns before the end of their Placement.	Departure Report to be submitted by 5:00 pm EST the next Business Day after the resignation (see section 13.7.3 of these Guidelines).
Worker's Placement ends at the expiry of their employment contract.	Departure Report to be submitted within 14 calendar days after the Worker has left Australia (see section 13.7.1 of these Guidelines).

- 11.1.4. If a Worker's employment ends earlier than the end of their Placement (for example, through resignation, termination or abandonment of employment), You **must** notify the Department of Home Affairs to comply with your TAS obligations.
- 11.1.5. We will investigate any complaint lodged by any Worker involving allegations such as mistreatment, bullying and harassment, underpayment of wages by You, or a representative of Your business, regardless of whether the end of employment is due to termination, resignation or any other reason.
- 11.1.6. Without limiting Your other obligations under this Deed, including these Guidelines, You **must** cooperate with Us, and provide reasonable assistance as directed by Us, in relation to, any investigation undertaken by Us as referred to in section [11.1.5](#).

## 11.2. Requirements related to possible early end of employment: intention to resign or terminate

### Worker Intention to Resign

- 11.2.1. Depending on the applicable Fair Work Instrument or their employment contract,<sup>54</sup> Workers may be required to give You notice before they resign.
- 11.2.2. A notice to resign may be communicated orally or in writing. If any Worker provides notice that they intend to resign from their employment with You before the end of their Placement, You **must**:
- ensure the Worker understands the relevant notice period requirements under the Fair Work Act and the OoE that they accepted; and

<sup>54</sup> FWO—Resignation and notice: <https://www.fairwork.gov.au/ending-employment/notice-and-final-pay/resignation-and-notice>

- (b) provide information to the Worker about the impact of their resignation to support them to make an informed decision. This includes providing information about the impact on their visa obligations and financial impacts related to their pay and deductions, and providing information about any relevant accommodation changes, and about support to return home.

11.2.3. If a Worker intends to resign from Your employment before the end of their Placement, this is considered a non-critical incident for the purpose of section 13.4 and must be reported through the Department's IT Systems by 5:00 pm EST the next Business Day after You become aware of the Worker's intention to resign.

**Note:** By reporting the Worker's intention to resign, this provides an opportunity for Us to work with You and the Worker to implement alternative actions (other than the end of the Worker's employment), identify opportunities for improvement, or to consider Transferring the Worker to an Alternative Approved Employer.

### **Intention to terminate**

11.2.4. If You intend to terminate the employment of a Worker before the end of their Placement as set out in their OoE, You **must**:

- (a) ensure the termination would be lawful and fair;
- (b) communicate the intention to terminate orally;
- (c) provide information to the Worker about the impact of their possible termination to support them to prepare. This includes providing information about:
  - (i) the impact on their visa obligations,
  - (ii) financial impacts related to pay and deductions,
  - (iii) information about any relevant accommodation changes, and
  - (iv) support to return home; and
- (d) report this as a non-critical incident via the Departments IT systems by 5:00 pm EST the next Business Day after You notify the Worker of Your intention to terminate their employment, in accordance with section 13.4.

**Note:** By reporting your intention to terminate, this provides an opportunity for Us to work with You and the Worker to implement alternate actions (other than termination of the Worker's employment), identify opportunities for improvement, or to consider Transferring the Worker to an Alternative Approved Employer.

## **11.3. Requirements related to Termination and Resignation before the end of Worker's Placement**

### **Termination**

11.3.1. You may terminate the employment of a Worker before the end of their Placement, provided the termination is lawful and fair<sup>55</sup>.

11.3.2. You must ensure any termination process:

- (a) gives appropriate consideration to whether the termination is harsh, unjust or unreasonable in the circumstances; and

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<sup>55</sup> An unfair dismissal is where a termination is harsh, unjust or unreasonable in the circumstances, and was not a case of genuine redundancy.



- (b) complies with the requirements regarding termination of employment under the Fair Work Act and any applicable [Fair Work Instrument](#)<sup>56</sup>.
- 11.3.3. If You terminate the employment of any Worker, You **must** report this as a departure by submitting a Departure Report via the Departments IT systems by 5:00 pm EST the next Business Day after the termination in accordance with section 13.7.3 and notify Home Affairs to comply with your TAS obligations.
- 11.3.4. You must give the Worker the following information in writing and explain it to them:
- (a) the date of their last day of employment. You **must** provide the Worker with notice as required under workplace laws and the relevant Fair Work Instrument. You can either let the Worker work through the notice period until their last day of employment, or pay the Worker for the notice period (also known as pay in lieu of notice);
  - (b) a summary of the events leading to the decision to terminate the Worker's employment, including the steps You have taken to mitigate the termination, such as:
    - (i) grievance management;
    - (ii) performance management;
    - (iii) warnings;
    - (iv) training; and
    - (v) any support sought from the FWO, the LSU or Us.
  - (c) details of all outstanding costs that You would have been permitted to deduct from the Worker's wage under Chapter 5 had the Worker continued in their employment, and which You expect to be repaid;
  - (d) details of the cessation of the Worker's accommodation arrangements (where You provide or have arranged the relevant accommodation); and
  - (e) either:
    - (i) the travel arrangements You have made for their return to their Home Country in accordance with Chapter 7, or
    - (ii) where the Worker will be staying in Australia because they have agreed to commence employment with another Approved Employer, the details of the arrangements for the commencement of that employment.
- 11.3.5. The [Fair Work Ombudsman website](#)<sup>57</sup> provides useful information about termination of employment and notice period requirements.
- 11.3.6. There may be additional requirements and obligations under an applicable Fair Work Instrument for termination of a Worker's employment. You **must** comply with these obligations, in addition to any obligations set out in a Worker's OoE and the Deed, including these Guidelines.

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<sup>56</sup> FWO—Workplace law about terminating employment: <https://www.fairwork.gov.au/tools-and-resources/fact-sheets/minimum-workplace-entitlements/ending-employment#termination-of-employment>.

<sup>57</sup> FWO—Notice and Final Pay: <https://www.fairwork.gov.au/ending-employment/notice-and-final-pay/dismissal-and-notice>

## Resignation

- 11.3.7. If any Worker resigns from their employment with You, You **must** report this as a departure by submitting a Departure Report via the Departments IT systems by 5:00 pm EST the next Business Day after the resignation, in accordance with section 13.7.3.
- 11.3.8. If a Worker resigns, You **must** give the Worker the following information in writing and explain to them:
- (a) the details of all outstanding costs You would have been permitted to deduct from the Worker's wage under Chapter 5 had the Worker continued in their employment, and which You expect to be repaid;
  - (b) the date of the last day on which a Worker will reside at any accommodation arranged by you; and
  - (c) either:
    - (i) the travel arrangements You have made for their return to their Home Country; or
    - (ii) where the Worker will be staying in Australia because they have agreed to commence employment with another Approved Employer under a Redeployment Recruitment, the details of the arrangements for the commencement of that employment.

## 11.4. Final pay and deductions

- 11.4.1. If the employment of any Worker ceases (for any reason):
- (a) You **must** make final payments to the Worker in accordance with the OoE that they accepted, any applicable Fair Work Instrument and Your obligations under the Fair Work Act<sup>58</sup>, and
  - (b) You may only deduct costs from the Worker's final pay where:
    - (i) doing so would not be a breach of the requirement set out in section(a) above;
    - (ii) the costs are outstanding costs that You would have been permitted to deduct from the Worker's wage under Chapter 5 had the Worker continued in their employment;
    - (iii) You have explained those costs to the Worker and provided to the Worker a written Statement of Deductions relating to those costs in accordance with section [5.1.14](#);
    - (iv) the Worker has understood and agreed in writing to the deductions from their final pay; and
    - (v) the deductions will leave the Worker with sufficient income for any final living expenses they may have for the remainder of their stay in Australia, and their travel to their Home Country.

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<sup>58</sup> FWO – Information about preparing employee final pay: <https://www.fairwork.gov.au/ending-employment/notice-and-final-pay/final-pay>

# Chapter 12: Worker Demobilisation and Departure

## Mandatory Requirements Overview: Worker Demobilisation and Departure

*There are several obligations You **must** fulfil when a Worker ceases their employment in Australia. This can occur because the Worker has completed their Placement, is terminated, or resigns.*

### 12.1. Mandatory Offshore Period (MOP)

#### Short-Term Workers

- 12.1.1. Short-Term Workers **must** spend a minimum of 3-months outside Australia (preferably in their Home Country), at the conclusion of their Placement before they are able to return to Australia to participate in any further Placements under the Scheme.
- 12.1.2. This MOP applies whether the Worker holds:
  - (a) **a single-entry visa**, in which case the Worker will be required to lodge a new visa application to obtain a visa that permits them to return to Australia for a further Placement or
  - (b) **a multi-year visa** (up to 4 years), in which case the Worker may return to Australia for up to 9-months in every 12-month period from commencement of the visa for a further Placement without the need to apply for another visa, until the multi-year visa expiry date.
- 12.1.3. You **must** help Workers to return home in accordance with section [12.2](#),
  - (a) whether the duration of employment with You is up to 9-months or
  - (b) is less than 9-months, and the Worker has no further OoE to engage in work under a Portability Arrangement or transferring to a Long-Term Placement.
- 12.1.4. If the Worker has been in Australia for less than 9-months and has an OoE to engage in further work following their Placement with You:
  - (a) As the Transferring Approved Employer, You **must** make suitable arrangements to transfer the Worker to the Receiving Approved Employer in accordance with section 8.7.

#### Long-Term Workers

- 12.1.5. Long-Term Workers **must** spend 6 months outside Australia (preferably in their Home Country), at the conclusion of their Placement before they are able to return to Australia to participate in any further Placements under the Scheme.
- 12.1.6. You **must** help Workers to return home in accordance with section [12.2](#), if the duration of employment with You:
  - (a) is up to 4-years or
  - (b) is less than 4-years, and the Worker has no further OoE to engage in work for another Approved Employer under a Portability Arrangement (refer to section [8.7](#))
  - (c) For Long-Term Workers, the MOP between Placements, regardless of the Placement duration, is 6-months

- (d) When any Long-Term Worker ceases their employment with You, and the Worker has been in Australia for less than 4-years and has an OoE to engage in further work for another Approved Employer under a Portability Arrangement. As the Transferring Approved Employer, You **must** make suitable arrangements to transfer the Worker to the Receiving Approved Employer in accordance with section [8.7](#).

## 12.2. Assistance for Workers returning home

### Notifying the LSU of departure arrangements

- 12.2.1. Prior to each Worker departing Australia to travel back to their Home Country, You **must**, in a reasonable time, forward the following documents regarding the Worker to the LSU:
  - (a) a copy of the Worker's flight tickets and costs (including invoice copy), and
  - (b) any specific transfer information for the Worker's arrival in their Home Country, including an itinerary, travel costs and airport meeting details.
- 12.2.2. In relation to each Worker, You **must**:
  - (a) send individual flight tickets and final arrival details to the LSUs prior to the Worker's departure from Australia to travel back to their Home Country and
  - (b) upload a copy of these documents to the Department's IT Systems at least 5 calendar days prior to the Worker's departure.

### Financial matters

- 12.2.3. You **must** fulfil a range of Approved Employer obligations when a Worker is departing Australia—whether that is because the Worker has completed their Placement, their employment is terminated by You, or the Worker resigns.
- 12.2.4. When any Worker ceases their employment with You, You **must**:
  - (a) In accordance with section 7.3, purchase a return flight for each Long-Term Worker at least 12 weeks prior to the date on which they are scheduled to depart Australia;
  - (b) assist the Worker with transportation arrangements to the airport in accordance with section [7.3](#);
  - (c) make arrangements for payment of final pay and deductions;
  - (d) provide information to support the Worker regarding:
    - (i) options to close their bank accounts (or not)
    - (ii) accessing their superannuation (departing Australia superannuation payment), including providing each Worker with their superannuation details (fund name and member number) and
    - (iii) lodging a tax return (if applicable) and
  - (e) assist the Worker to remit any savings they have in their Australian bank account or provide information on how they may be able to access their account once home.

- 12.2.5. The [PALM Scheme website<sup>59</sup>](#) provides factsheets for Approved Employers and Workers regarding Superannuation and Lodging Tax Returns.

### Accommodation

- 12.2.6. When any Worker ceases their employment with You, You **must** provide the Worker with advice and support about leaving their accommodation in Australia to enable them to fulfil all necessary requirements prior to departure, such as:
- (a) packing up the property
  - (b) arranging maintenance or cleaning services (if required)
  - (c) arranging for a final inspection (if required) and
  - (d) exit arrangements such as bond return application and cancellation of utilities (phone, internet, electricity, gas), as required.
- 12.2.7. Where any Worker is leaving accommodation provided or arranged by You, You **must** provide a copy of the receipts for all exit related costs deducted from the Worker's wage, including:
- (a) maintenance and/or cleaning services costs receipts
  - (b) a receipt for repayment of the bond, including an itemised list of any proposed deduction from the bond and how the deduction was calculated and
  - (c) a receipt for any final utility costs that relate to utilities in Your name, and how the final cost was calculated.
- See Chapter 5 for further requirements regarding deductions from Workers' wages, and section [11.4](#) regarding final pay and deductions.
- 12.2.8. Where You terminate any Worker's employment with You, or any Worker resigns from their employment with You, and the Worker is residing in accommodation provided or arranged by You, You **must**:
- (a) comply with all relevant laws in the event You evict them from the relevant property and
  - (b) subject to section(a) above, provide at least 7 Business Days' notice to the Worker before evicting them, unless the Worker poses an immediate threat or unacceptable risk to others or the property.
- 12.2.9. If section 12.2.8(b) applies, and the Worker does pose an immediate threat or unacceptable risk to others or the property, You **must** Notify Us as soon as practicable, but no later than 24- hours following their eviction, including by providing Notice of the date on which the Worker was evicted from the property and details of the circumstances.

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<sup>59</sup> PALM scheme website resources: <https://www.palmscheme.gov.au/resources>

## 12.3. Departure Briefing

- 12.3.1. You **must** provide each Worker with a Departure Briefing at least 14 days, but no less than 7 calendar days, before their departure date to enable sufficient time to make necessary arrangements prior to leaving Australia. The briefing **must** be provided face-to-face (in person) and may be provided for a group of Workers.
- 12.3.2. You **must** complete a Departure Report in accordance with section [13.7](#) once You have delivered the Departure Briefing to any Worker or group of Workers.
- 12.3.3. During each Departure Briefing You **must** provide information on:
- (a) Workers' final pay and deductions, including providing information on:
    - (i) what Workers can expect to be included in their final pay, including any leave payouts (where applicable) and
    - (ii) any outstanding deductions You propose to recoup from their final pay.
  - (b) accommodation and financial matters in accordance with section [11.4](#), including advice on:
    - (i) accommodation departure requirements, including explaining how bond payments will be repaid, and when (if applicable)
    - (ii) how to claim the departing Australia superannuation payment (see <https://www.ato.gov.au/individuals/super/in-detail/temporary-residents-and-super/super-information-for-temporary-residents-departing-australia/><sup>60</sup>) and
    - (iii) closing or keeping open Australian bank accounts, including any fees that may apply, and whether their bank requires a minimum balance to stay open
  - (c) the importance of Workers securely retaining a record of their personal information such as TFN, MyGov registration, bank account details and superannuation details,
  - (d) Workers updating their primary contact details with relevant agencies and institutions to ensure they receive important documents relating to their superannuation, tax requirements and bank account etc. Workers can generally update their contact information in a variety of ways (e.g. in person, online or by phone), and should be encouraged to provide a postal address in their Home Country, overseas contact number and email address, and to identify their preferred method of contact (if possible)
- Note:** Redirection of mail from their accommodation in Australia is not recommended, this can be costly and cannot be easily renewed from overseas (if required).
- (e) when Workers' health insurance will cease and how to make any outstanding claims,
- Note:** Health insurance is a visa requirement and cannot cease until after the Worker's departure date.

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<sup>60</sup> <https://www.ato.gov.au/individuals-and-families/super-for-individuals-and-families/super/temporary-residents-and-superannuation/departing-australia-superannuation-payment-dasp>

- (f) travel arrangements in accordance with section [7.1](#) and section [7.3](#)
- (g) how to resolve unpaid fines and information on the consequences of not paying these (if applicable). Having unpaid fines in Australia may prevent Workers from obtaining a visa to return to Australia for further participation in the Scheme, or general travel to Australia
- (h) management of mobile phones, such as keeping their SIM card and phone number if they intend to return to Australia, including information on any related costs they may need to pay
- (i) mandatory offshore period program settings
- (j) other visa conditions for multi-year visa holders, such as:
  - (i) returning to Australia other than as part of their participation in the Scheme may mean that they are in breach of their visa conditions and their visa may be cancelled
  - (ii) if granted another type of visa to enter Australia, such as a visitor visa, this may cancel their PALM stream visa
  - (iii) that they will not be able to claim their superannuation until the 4-year visa has expired or is cancelled and
- (k) if relevant, Your intention to offer consecutive Short-Term Placements, subject to approval of a new Recruitment Plan, and advice on what to keep and bring back (if approved), such as:
  - (i) any work wear they bought
  - (ii) Australian mobile SIM card, and phone (if Workers have paid for and retain these) and
  - (iii) records of their personal information such as TFN, MyGov registration, bank account and superannuation details.

12.3.4. Worker and employer demobilisation checklists are available on the PALM website under Resources. You **must** provide a copy of these to Workers and discuss it with them at each Departure Briefing.

# Chapter 13: Incident Management, Reporting and Notification Requirements

## Mandatory Requirements Overview: Incident Management, Reporting and Notification Requirements

*Proper reporting and incident management is essential to the proper functioning of the scheme to ensure appropriate oversight by Us of Recruitments and Placements, and the protection of Worker welfare. Regular and ad-hoc reporting on a range of matters is required to maintain the integrity of the Scheme.*

- You **must** Notify (advise) Us of a range of matters relating to Your obligations and Workers in accordance with the Deed, including these Guidelines, and
- You **must** comply with any reporting requirements You have under Your TAS as set out by Home Affairs.

### 13.1. Incidents

- 13.1.1. You **must** Notify or inform Us within the following specified timeframes of each of the three following different types of incidents:
- (a) **Critical Incident**—as soon as possible, but no later than 24 hours, of any Critical Incident (see clause 17.1 of the Deed)
  - (b) **Other Incidents**—as soon as possible, but no later than 3 Business Days of You becoming aware of any Other Incident (see clause 17.2 of the Deed)
  - (c) **Non-critical incident**—as soon as possible and in all cases by 5:00 pm EST the next Business Day, after You become aware of any non-critical incident (see section 13.4.2 of these Guidelines) and:
- 13.1.2. We draw Your attention to the following obligations:
- (a) Your obligation under clause 24.1 of the Deed regarding the accuracy of all information that You Provide to Us
  - (b) Your obligation under clause 45.1 of the Deed to create and maintain Records of the performance of Your obligations under the Deed and
  - (c) Your obligation to maintain employment Records of each Worker You employ in accordance with section 5.4 of these Guidelines.

### 13.2. Reporting Critical Incidents

#### *Deed clauses 17.1 and 17.3*

- 13.2.1. **Critical Incidents** are defined in clause 17.1 of the Deed and mean an occurrence of a serious matter involving Workers or others that includes the following situations:
- (a) a death of a Worker
  - (b) any serious or significant accident injury or illness of a Worker
  - (c) any serious or significant accident, injury, illness or death of any other employee or member of the public on an Approved Employer's or Host Organisation's site



- (d) significant industrial action taken by Workers that has community-wide implications, an action involving large number of Workers and/or has service-wide repercussions
- (e) when a Worker is:
  - (i) arrested or
  - (ii) charged with a criminal offence or
  - (iii) a victim of a criminal offence or
  - (iv) evacuated or evicted from accommodation and
  - (v) any other incident that may negatively impact upon the Department or bring the Approved Employer or the Scheme into disrepute.

13.2.2. Where You have an obligation under clause 17.1 of the Deed to Notify Us of a Critical Incident in accordance with clause 87.1 You **must** also, as soon as possible, and in all cases within 24 hours of the Critical Incident occurring inform Us of the Critical Incident:

- (a) by phone on the 24/7 PALM Support Service Line 1800 51 51 31, and
- (b) providing all details through the Department's IT Systems including PALMIS.



### Case study: Incident reporting for serious illness

A PALM worker has taken ill after their day at work. Their co-workers called an ambulance and the welfare and wellbeing support person. The worker has severe chest pain and shortness of breath, so the ambulance took them to the hospital. The worker was admitted and requires specialist care.

Even though it's now late at night, the welfare and wellbeing support person calls the 24/7 PALM Support Service Line (1800 51 51 31) to advise of the situation. The following morning, the approved employer submits a notification via the AE portal, noting that this is a critical incident as the worker has a significant illness.

The report includes:

- An incident title - including the Worker name, location and type of incident.
- Selection of the correct incident type from the drop-down box
- Worker's name, phone number, date of birth and recruitment plan number.
- Health insurance provider
- The hospital where the worker is admitted
- The worker's consent to contact Head of Mission, County Liaison Officer and the Labour Sending Unit
- Employer's plans to contact the worker's family
- Employer's contact person details
- The plan to provide cultural and wellbeing support for the worker in hospital.
- Date and time of the incident.

- Summary of the incident.

The employer takes note of the case number in the portal as this will be useful when providing updates to the department.

The report helps the department to provide prompt support to the worker and the employer.

The PALM worker makes a full recovery!

### 13.3. Reporting Other Incidents

#### *Deed clauses 17.2*

13.3.1. **Other Incidents** are defined in clause 17.2 and means a matter which adversely affects a Worker and includes any injuries or illnesses that occur to Workers that:

- (a) result in the Worker being admitted to hospital or
  - (b) **must** be reported under WHS obligations,
- which result in the Worker having more than 3 calendar days off work.

13.3.2. In accordance with clause 17.2 You **must** inform Us of any Other Incident as soon as possible, and in all cases within 3 Business Days of becoming aware of the Other Incident.

- (a) Reporting of Other Incidents and their details should occur namely through the Department's IT Systems including PALMIS.

**Note:** In respect of Your obligations under 17.1 and 17.2 of the Deed and Guideline to advise us of incidents concerning any other employee or a member of the public You do not need to disclose personal details involving another person in Your employment or member of the public (i.e. a person who is not a Worker), only to advise Us that an incident has occurred, and You are monitoring the situation to ensure no Workers are involved.

### 13.4. Reporting non-critical incidents

13.4.1. You are also required to notify Us, via the Department's IT System of non-critical incidents including the following:

- (a) when Worker has breached one or more of the conditions of their visa;

**Note:** You **must** also report any visa breaches to Home Affairs in accordance Your TAS obligations.

- (b) when Your employment relationship with a Worker is likely to end, before the Placement ends at the expiry of their employment contract. This may include but is not limited to:
  - (i) when You intend to terminate the employment of any Worker before the end of their Placement;
  - (ii) when a Worker informs You that they intend to resign from their employment with You before the end of their Placement;
  - (iii) when you become aware that a Worker has abandoned their employment (disengaged) with You; or

- (iv) when You are unable to pay in full, or partially pay, a Worker the amount that You owe them under their OoE or are required to pay them under the Deed, including these Guidelines;
  - (c) when You do not comply with Your obligations to offer a Worker the required minimum hours of work under section [3.7](#);
  - (d) when there is police attendance at work or accommodation sites in relation to a criminal investigation of You, another person in Your employment, or a Worker;
  - (e) where there are any concerns held by You, or expressed to You, by any Worker regarding the wellbeing or welfare of any Worker;
  - (f) where there is a serious workplace dispute;
  - (g) when any Worker alleges that they have, or any other Worker has, been exploited;
  - (h) where You are suspected of breaching any Australian laws, including any workplace laws. This includes if You:
    - (i) are under investigation in relation to such a breach; or
    - (ii) are charged in relation to such a breach;
  - (i) where You have engaged in misleading or deceptive conduct, including if You have provided false or misleading information to Us or any Relevant Agency, or if the information You have provided to Us or any Relevant Agency changes;
  - (j) You have provided any Report, Record, or other Material to Us, which is not true, complete, and/or accurate;
  - (k) You are in breach, for any reason, of the Deed (which includes a breach of these Guidelines);
  - (l) if Your Labour Hire Licence has expired, or You have had Your Labour Hire Licence cancelled, suspended, investigated, and/or it is not renewed or it is changed to include imposed conditions;
  - (m) an industry accreditation held by You that is cancelled, suspended or changed; and
  - (n) if You are a Labour Hire Organisation and You suspect, or become aware, that a Host Organisation with which You have placed Workers, or submitted a Recruitment Application to place Workers, has breached any Host Organisation Arrangement with You (in accordance with clause 12.4 of the Deed).
- 13.4.2. You **must** inform Us of any non-critical incident as soon as possible, and in all cases by 5:00 pm EST the next Business Day after You become aware of the non-critical incident. You **must** inform Us of non-critical incidents by providing all details namely through the Department's IT Systems including PALMIS.

## 13.5. Force Majeure Events

### Deed clause 70

- 13.5.1. We draw Your attention to Your obligations relating to Force Majeure Events under clause 70 of the Deed.

- 13.5.2. Where You have an obligation under clause 70.2 of the Deed to Notify Us of a matter likely to constitute a Force Majeure Event, You **must** also inform Us of that matter as soon as possible, but within 24 hours of becoming aware of that matter through the Department's IT Systems.
- 13.5.3. Any Notice that You provide under clause 70.2 of the Deed **must** contain:
- (a) full particulars of the Force Majeure Event, including its nature and likely duration, and if applicable, reference to relevant State/Territory notifications or directions
  - (b) details of Your obligations that You consider will be affected by the Force Majeure Event
  - (c) a Plan outlining the workaround procedures that You propose to undertake during the Force Majeure Event to comply with clause 70.1 of the Deed, including:
    - (i) any alternative work Your Workers may be able to undertake to enable them to continue to earn an income during the Force Majeure Event and
    - (ii) any assistance (financial or otherwise) You intend to provide to Your Workers, and
  - (d) information on any State/Territory temporary arrangements in the case of an emergency.
- 13.5.4. You **must** keep Us up to date on the Force Majeure Event and Your actions to overcome, or mitigate against, the effects of the Force Majeure Event, including information on any alternative work Your Workers may be able to perform.

## 13.6. Reporting Worker Arrival

### Deed clause 46

- 13.6.1. For each group of Workers who arrive in Australia, You **must** submit an Arrival Report, through the Department's IT Systems, within 14 calendar days after the Workers arrive.
- 13.6.2. Each Arrival Report that You submit **must** include:
- (a) the names and dates of arrival of the Workers
  - (b) details of any Workers who did not arrive as expected and why (if known)
  - (c) confirmation that all arrival requirements at section [8.2](#) were completed
  - (d) confirmation that You delivered the Arrival Briefing and Workplace Induction to the Workers and covered all the essential subject matter as required under section [8.3](#) and section [8.6](#) and
  - (e) confirmation that you have registered the Workers to attend a FWO presentation in accordance with section 8.3.5 or that You have arranged a face-to-face presentation with FWO for the Workers in accordance with 8.3.6.
- 13.6.3. If You engage (or continue to engage) a Worker following the Worker's acceptance of an offer made by You under section 4.2 for a:
- (a) Short-Term to Long-Term Transitioning Recruitment;
  - (b) Long-Term Placement Extension; or
  - (c) Redeployment Recruitment,

You **must** submit an Arrival Report, through the Department's IT systems, within 14 calendar days after the commencement of the changed or new Placement.

13.6.4 An Arrival Report submitted for the purposes of section 13.6.3 must include:

- (a) the names of the Workers;
- (b) details of any Workers who did not begin the changed, extended or new Placement as expected, and why (if known); and
- (c) the date the new Placement, or extension to the Placement, began.

## 13.7. Reporting Worker Departure

### Deed clause 46

#### End of Worker's Placement on Expiry of Employment Contract

13.7.1. For each group of Workers who depart from Australia at the end of their Placement, on the expiry of their employment contract, You **must** submit a Departure Report to Us, through the Department's IT Systems, within 14 calendar days after the Workers left Australia.

13.7.2. The Departure Report **must** include the following:

- (a) the Workers' names and departure dates;
- (b) details of any Workers who did not leave as expected, and why (if known);
- (c) superannuation account payments (or details on the contribution obligation if payment is still pending);
- (d) confirmation that You have met all departure requirements set out in in this section 11.4 and Chapter 12; and
- (e) confirmation that You delivered a Departure Briefing to the Workers in accordance with section [12.3](#).

#### Termination or Resignation before the end of Worker's Placement

13.7.3. For a Worker who resigns or is terminated before the end of their Placement, You **must** submit a Departure Report to Us, through the Department's IT Systems, by 5:00 pm EST the next Business Day after the resignation or termination.

13.7.4. The Departure Report submitted under 13.7.3 **must** include the following:

- (a) the date of the resignation or termination;
- (b) the relevant incident case number for an associated report made under section 13.4 (if applicable);
- (c) details of the arrangements You have made for the Worker to return to their Home Country;
- (d) a summary of events leading to the resignation or termination, including the steps You have taken to mitigate the resignation or termination, such as
  - (i) grievance management;
  - (ii) performance management;
  - (iii) warnings;
  - (iv) training; and

- (v) any support sought from the FWO, the LSU or Us;
- (e) superannuation account payments (or details of the contribution obligation if payment is still pending);
- (f) confirmation of the following
  - (i) if the Worker has departed Australia, or the date they are anticipated to depart Australia;
  - (ii) if You have met the departure requirements set out in section 11.3 and Chapter 12 in respect of the Worker;
  - (iii) if You have reported the end of the Worker's employment to the Department of Home Affairs; and
  - (iv) if You delivered a Departure Briefing to the Worker in accordance with section 12.3, or the date you will provide the Departure Briefing;
- (g) where the Worker's employment has been terminated, confirmation that You have paid for the Worker's health insurance premiums for 28 calendar days after their end of employment, or the date they return to their Home Country, whichever is earlier (refer to section 9.3.10);
- (h) the date of the last day on which a Worker will reside at any accommodation arranged by You;
- (i) explanation of circumstances and summary of events that lead to the termination or resignation;
- (j) the incident case number (if applicable); and
- (k) confirmation that you have reported the departure to the Department of Home Affairs (TAS obligation).

## 13.8. Reporting Pay and Hours Data

- 13.8.1. On request by the Department, You **must** provide to Us, via the Department's IT Systems, a pay summary covering the first 4 months of the Worker's employment with You. You must provide this in the format required by the Department (if requested).
- 13.8.2. You **must** Notify Us in accordance with section 13.4.1(c) (Reporting of non-critical incidents) when You are unable to offer the required Minimum Hours to Short-Term Workers (in accordance with section [3.7](#)), and include:
  - (a) the circumstances as to why this has occurred; and
  - (b) confirmation whether you have provided the additional payment to the Worker as required in section [3.7.2](#).
- 13.8.3. We will consider circumstances where extreme weather events, disasters or other exceptional circumstances prevent Approved Employers in impacted regions meeting the Minimum Hours requirement.
- 13.8.4. You **must** keep all Records relating to this Deed (including these Guidelines) for seven years from the date they were created, or longer if required by law or Notified by Us.

## 13.9. Notice to Report

### Deed clause 46

- 13.9.1. A Notice to Report is a formal request for information under Deed clause 46 and does not necessarily relate to a breach or a suspected breach by You of the Deed. A Notice to Report assists Us to help You or clarify matters if We are undertaking an assurance activity or investigation.
- 13.9.2. You **must** respond to a Notice to Report within 5 Business Days unless there is another timeframe specified in the Notice to Report.
- 13.9.3. A Notice to Report may occur for a range of reasons including:
  - (a) where We are conducting an assurance activity;
  - (b) an allegation has been received; or
  - (c) to confirm You understand Your obligations.
- 13.9.4. We may consider a response from You unsatisfactory if Your response:
  - (a) fails to provide the information requested;
  - (b) is not written in English; or
  - (c) is not provided within the time specified, in accordance with section 13.9.2.
- 13.9.5. Unless exceptional circumstances exist, an unsatisfactory response will be considered a breach of clause 46 of the Deed.
- 13.9.6. After You have responded to a Notice to Report, without limiting Our rights under the Deed, including these Guidelines, We may, at Our discretion, seek further information from You in a follow up Notice to Report, this may occur:
  - (a) in writing through a formal letter of request;
  - (b) via the Department's IT Systems;
  - (c) over the phone; or
  - (d) in writing via email.
- 13.9.7. We draw Your attention to Our right under clause 64 of the Deed to suspend Your participation in the Scheme where We are of the opinion that You may be in breach of Your obligations under the Deed.

# Chapter 14: Scheme Assurance

## Mandatory Requirements Overview: Scheme Assurance

*The purpose of this chapter is to provide context and guidance on the approach We may take to ensure Scheme integrity and compliance. We may at Our absolute discretion, conduct Scheme Assurance Activities to determine whether You are meeting Your obligations under the Deed, including in relation to Workers, Providers and Subcontractors, in accordance with Deed clause 35. Notice of assurance activities will be provided where We deem it appropriate and practicable in the circumstances.*

### 14.1. Introduction to the PALM scheme Assurance Framework

#### *Deed clauses 35, 50 and 51*

- 14.1.1. A constructive and positive relationship between Us and You is central to the success of the Scheme. The Scheme Assurance Activities undertaken by Us provide the Australian Government the means to ensure the Scheme structures and processes:
  - (a) are designed, implemented, and are operating as intended
  - (b) incorporate effective and efficient controls to manage risks and achieve objectives and
  - (c) assist with early identification and management of potential issues, particularly those that may require further investigation.
- 14.1.2. Effective assurance mechanisms help Us to manage risk, resolve matters efficiently and fairly using an evidence-based risk approach, and ensure program integrity is protected and maintained.
- 14.1.3. We draw Your attention to the Our right to issue directions to You under clause 60 of the Deed.
- 14.1.4. This chapter provides an outline of Our Assurance Framework and mechanisms for identifying potential issues, it is:
  - (a) not to be relied upon by You as a complete and fulsome outline of all mechanisms We may use to conduct Scheme Assurance Activities and
  - (b) provided to You for transparency, and for Your awareness and information.
- 14.1.5. Nothing in this chapter limits or otherwise affects Our rights, or Your obligations under the Deed, including these Guidelines.

### 14.2. Assurance Framework Goals and Scope

- 14.2.1. The PALM scheme Assurance Framework is aimed at facilitating a culture of compliance and best practice in a transparent way to:
  - (a) equip You with information to support You to meet Your obligations under the Deed, including these Guidelines and
  - (b) ensure robust protections are in place to safeguard Workers' employment rights, and welfare and wellbeing.



### 14.3. PALM scheme Assurance Framework elements

14.3.1. The PALM scheme Assurance Framework is made up of 3 components:

- (a) prevention and deterrence
- (b) detection and
- (c) correction.

**Table 10: Components of PALM scheme Assurance Framework**

Component	Explanation
<b>Prevention and Deterrence</b>	<p>We recognise, as an Approved Employer, You are committed to the Scheme and strive to be compliant and meet Your obligations. By implementing preventative controls, systems and processes to eliminate, or reduce risks We can better encourage strong compliance.</p> <p>The Prevention and Deterrence element of the PALM scheme Assurance Framework details expectations and obligations of Us and You.</p> <p>A shared understanding of expectations and requirements is achieved through:</p> <ul style="list-style-type: none"> <li>• effective program design</li> <li>• clear communication and</li> <li>• strong Government and industry partnerships.</li> </ul> <p>This is achieved through the Deed, including these Guidelines, and several other mechanisms all aimed at reducing the likelihood of non-compliance, including:</p> <ul style="list-style-type: none"> <li>• stakeholder engagement and education (including cultural competency)</li> <li>• information sharing and</li> <li>• IT system controls.</li> </ul>
<b>Detection</b>	<p>We will undertake Scheme Assurance Activities to confirm that You understand and are meeting Your obligations under the Deed, including these Guidelines and are delivering the Scheme objectives as intended. Importantly, these activities are focused on providing mechanisms to ensure Worker safeguards and protections.</p> <p>Detection activities may include:</p> <ul style="list-style-type: none"> <li>• contract management,</li> <li>• proactive and/or targeted assurance and monitoring activities (including monitoring and assurance visits)</li> <li>• desktop audits and targeted reviews</li> <li>• review and analysis of scheduled reports such as payroll Records (pay, deduction and timesheets Records), superannuation and tax compliance and arrival and Departure Reports</li> <li>• data and trend analysis</li> <li>• investigations including responding to complaints and tip offs and</li> <li>• information sharing between Relevant Agencies and authorities.</li> </ul>

Component	Explanation
	Outcomes or findings from Detection activities may result in some form of corrective action such as issuing You with a Direction or Notice to: <ul style="list-style-type: none"> <li>take specific actions, including within a specified timeframe and for any period</li> </ul>
Correction	<ul style="list-style-type: none"> <li>cease specific actions, temporarily or permanently or</li> <li>take necessary steps to mitigate a compliance risk We have identified under the Deed, these Guidelines, or the Scheme.</li> </ul> <p>What corrective action is applied will be determined by Us in accordance with Our rights under the Deed, including these Guidelines. In some instances, We may refer matters to other agencies or authorities.</p>

## 14.4. Guiding Principles

- 14.4.1. Scheme Assurance Activities collectively contribute to the assessment of the overall effectiveness of the Scheme. Our activities need to be adaptable to meet changes in:
- operating environment
  - service delivery approach and/or
  - risk profile.
- 14.4.2. Scheme Assurance Activities may differ in the level of complexity, scope, depth, and rigour, to provide insight into the performance of the different industries. They are undertaken using the principles set out in [Table 11](#): to ensure an effective and fair process.

**Table 11: Guiding principles for undertaking assurance activities**

Principle	Action
<b>Transparent and clear</b>	<p>Where appropriate, Our Scheme Assurance Activities and outcomes will be transparent and promote honest and open communication between stakeholders. All communication will be in line with relevant privacy laws.</p> <p>Concerns of Workers and other stakeholders (including You) are responded to and where appropriate any actions required will be relayed to the relevant Approved Employers so they can try to resolve.</p>
<b>Timeliness</b>	We seek to resolve matters as efficiently as possible to avoid unreasonable delays and uncertainty for You and Your Workers.
<b>Collaborative</b>	<p>Assurance approaches will:</p> <ul style="list-style-type: none"> <li>build relationships with stakeholders and the community based on trust and respect</li> <li>harness intelligence and insight from a range of sources including other Government agencies and</li> <li>work with stakeholders to find solutions to issues and identify opportunities to collaborate.</li> </ul>
<b>Continuous improvement and cultural competency</b>	We will seek feedback on Our policies and practices (including cultural competency) to support continuous improvement and promote better practice.

Principle	Action
<b>Referral and reliance on other appropriate agencies and authorities</b>	<p>Because of their jurisdiction, expertise, or authority, We will refer matters to other agencies and authorities or seek their input to ensure sound advice, and/or investigation requirements are met. These agencies may include:</p> <p><b>FWO</b>—workplace relations matters</p> <p><b>Home Affairs</b>—immigration and visa related matters</p> <p><b>DFAT</b>—international relations</p> <p><b>Relevant Police Authorities</b>—criminal matters</p> <p><b>Relevant WHS Regulators</b>—for WHS matters</p> <p><b>ATO</b>—tax and superannuation matters and</p> <p><b>Labour Hire Authorities</b>—where You are a Labour Hire Organisation.</p> <p>You <b>must</b> cooperate with, and provide all reasonable assistance to, agencies and authorities that receive referrals from Us for investigation.</p> <p>We may use advice, information, determinations or findings from other agencies or authorities to inform and appropriately exercise Our rights under the Deed.</p>

## 14.5. Risk-based Approach

14.5.1. Many factors are considered to inform Our risk-based approach. We may, at Our discretion, consider the following factors to determine how to conduct Scheme Assurance Activities:

- (a) the risk profile of Your operating industry, location, or type of work performed
- (b) Your previous compliance history and whether You have returned any potential risks of non-compliance, reportable findings, or other matters during a desktop audit
- (c) information, tips-offs, complaints, or informal feedback We have received
- (d) Your demonstrated capacity to manage Your obligations under the Deed, including meeting Your reporting and Notification requirements, refer to Chapter 13
- (e) the number of Workers You employ, including where there may be Recruitment Caps in place, refer to section [3.5](#) and
- (f) industry trends and environmental influences.

14.5.2. In taking a risk-based approach, We consider 4 key requirements:

- (a) **Early risk identification:** This is the key to effective risk management. By identifying and addressing risks early it may be possible to remove or greatly reduce risks. Identifying risks early improves outcomes for all stakeholders.
- (b) **Fit for purpose:** The approach to risk management **must** be fit for purpose - that is, it should be proportionate to the level and type of risk and adaptable to suit each individual circumstance. Risk management involves considering ways to minimise, avoid, share, or mitigate risks to an acceptable level.
- (c) **Active management:** This includes:

- (i) engaging in regular communication and discussion of risks with stakeholders
  - (ii) regular monitoring, documenting, and reporting of outcomes to ensure controls are in place and treatments have been implemented effectively and
  - (iii) constructive consultation to enable risks to be actively addressed, resolutions to be considered and documented, and any new or emerging risks identified.
- (d) **Accountability:** All stakeholders are expected to manage risk within the scope of their Scheme activities.
- (i) where required, risks and mitigation strategies are escalated as part of a positive risk culture and
  - (ii) an active communication flow that supports a bottom-up, top-down approach is critical to the overall success of the Scheme.

## 14.6. Monitoring and Assurance visits

### *Deed clause 51*

- 14.6.1. As required by Us, We will access Your business premises or the site where Workers are employed to undertake visits to confirm:
- (a) You are operating in a manner consistent with Your Approved Recruitment and
  - (b) You are otherwise meeting Your obligations under the Deed, including these Guidelines.
- 14.6.2. Our access rights may be subject to relevant Notice requirements or procedures, depending on the circumstances. However, in accordance with clauses 51.3 and 51.4 of the Deed, monitoring visits may be:
- (a) announced or
  - (b) unannounced.
- 14.6.3. Monitoring and assurance visits may include Us:
- (a) conducting face-to-face, in person discussions with You, Your personnel, and/or Your Host Organisation (if relevant) to:
    - (i) checking Your Approved Recruitment
    - (ii) addressing any emerging issues, We or You may have identified and
    - (iii) discussing relevant Scheme requirements,
  - (b) requesting and inspecting copies of documents, such as pay data and invoices and other documents relating to the Approved Recruitment,
  - (c) conducting face-to-face, in person discussions with Workers, including to confirm the pay and conditions outlined in the OoE are being met,
  - (d) inspecting Worker accommodation (with their consent, if required) to check that the minimum accommodation requirements are being met and align with the Accommodation Plan approved by Us. This includes Us requesting evidence that demonstrates that the accommodation is at cost and represents fair and good value, and

- (e) viewing the worksite of Workers, which may include checking to see that Workers have been provided with any relevant PPE.
- 14.6.4. Monitoring and assurance visits are not just about compliance and assurance, they also enable Us to:
- (a) build relationships and make connections with You, Workers, and members of the community
  - (b) educate You and Workers on the Scheme, including what to expect and respective obligations and
  - (c) identify best practice to share with other Approved Employers and Our partner agencies responsible for delivering other labour mobility programs (with the agreement of the relevant Approved Employer or Provider).
- 14.6.5. You **must** provide Us access to:
- (a) Your Personnel, including where relevant, Your Providers' and Subcontractors',
  - (b) workplaces and sites
  - (c) equipment
  - (d) accommodation and
  - (e) any Material relating to the Scheme.
- 14.6.6. In some cases, We may perform more than one monitoring or assurance visit within a short timeframe, and representatives from other agencies, such as the FWO, may attend with Us. If this has been arranged, We will endeavour to inform You by email, where possible.
- 14.6.7. Notification of visits may be provided:
- (a) in writing, including via email or the Department's IT Systems or
  - (b) verbally, over the phone, via text message or in person.
- 14.6.8. The sequence of visits is generally the same for announced and unannounced visits but may vary from time-to-time depending on the circumstances. We will endeavour to minimise the impact on Your workplace when We conduct a visit.
- 14.6.9. If You place any Workers with a Host Organisation, the relevant Host Organisation Arrangement **must** include obligations on the Host Organisation that are equivalent to the obligations imposed on You under clause 51 of the Deed.

#### **Announced visits**

- 14.6.10. Under Deed clause 51.3, We can make announced visits, with reasonable Notice being provided to You. See the whole of Deed clause 51 for further details regarding Our rights and Your obligations regarding announced visits (i.e. visits with prior Notice to You).

#### **Unannounced visits**

- 14.6.11. Under Deed clause 51.4, We can make unannounced visits (i.e. We are not required to provide You with prior notice) where (among other things):
- (a) We are conducting Scheme Assurance Activities or
  - (b) a matter is being investigated that, in Our opinion, may involve:

- (i) an actual or apprehended breach of the law or
- (ii) an actual or suspected breach of the Deed, including these Guidelines.

14.6.12. A range of circumstances may result in a decision by Us to conduct an unannounced visit in accordance with clause 51.4 of the Deed, including:

- (a) where We are conducting Scheme Assurance Activities
- (b) where We have serious concerns regarding the welfare, wellbeing, or immediate safety of any Worker
- (c) where a tip-off or complaint of a serious nature has been received by Us and/or
- (d) where information of a serious concern has been received by Us from another agency.

**Table 12: Notification for announced and unannounced visits (more details provided below)**

Step	Announced Visit	Unannounced Visit
<b>Notification</b>	<p>Prior to arranging a scheduled monitoring visit, We will provide reasonable Notice of the intended visit, in accordance with Deed clause 51.3.</p> <p>This allows You time to:</p> <ul style="list-style-type: none"> <li>• arrange access to Workers and accommodation, and</li> <li>• to ensure You have a representative on-site.</li> </ul>	<p>In accordance with Deed clause 51.4, particular circumstances allow Us to conduct an unannounced visit, in which case We are not required to provide You with Notice prior to the visit.</p>

#### Sequence of monitoring visits

Step	Description
<b>Arrival on-site</b>	<p>You or the Host Organisation <b>must</b> grant Us access. See clause 51.2 of the Deed. Our representatives conducting the monitoring visit will wear suitable clothing and footwear and will identify themselves to the relevant persons. We will:</p> <ul style="list-style-type: none"> <li>• explain the purpose and objectives of the visit</li> <li>• advise that photos may be taken as part of the process and</li> <li>• liaise with relevant persons to access any required Material, Records Reports, premises, workplaces, sites and equipment.</li> </ul>
<b>During the visit</b>	<p>During the visit We may:</p> <ul style="list-style-type: none"> <li>• inspect Records, Reports and other Material, make copies and remove those copies</li> <li>• investigate and inspect the performance of Your obligations under the Deed</li> <li>• take notes to ensure a good record is kept of the monitoring visit, observations and conversations</li> <li>• take photos, if necessary and</li> <li>• interview Workers and any other relevant persons.</li> </ul> <p>See clause 51.2 of the Deed regarding Your obligations to give or arrange access for Us during a monitoring visit.</p>
<b>Finalise visit</b>	<p>On finalisation of the monitoring visit, We will advise You of the next steps and any matters that require Your urgent attention.</p>

Step	Description
<b>After the visit</b>	<p>Following the visit, We will:</p> <ul style="list-style-type: none"> <li>• analyse the Material collected</li> <li>• follow up with relevant persons (if required)</li> <li>• advise You of the outcome of the monitoring visit in writing and</li> <li>• if relevant, inform You in writing where a matter has been referred to another agency.</li> </ul>

### Discussions with You

14.6.13. The following topics are indicative of the types of matters We may seek to discuss with You, Your Host Organisation, or representative. This list does not represent a definitive list of matters that may be discussed:

- (a) clarification of the information provided to new Approved Employers when commencing in the Scheme and their understanding of the Scheme
- (b) feedback on Your experience under the Scheme, including what is working well and any challenges that You are experiencing
- (c) program requirements that You may be uncertain about
- (d) issues (if any) raised by Workers such as pay, accommodation, working conditions and
- (e) best practice approaches used by other Approved Employers who participate in the Scheme.

### Discussions with Workers

14.6.14. Discussions with Workers and Us will occur without You present. This creates a more open and safer environment to enable the Workers to speak freely about their experiences.

14.6.15. The number of Workers We meet with will depend on:

- (a) the size of the group You have recruited
- (b) availability and
- (c) if any concerns have been raised with Us prior to or during Our visit.

14.6.16. Discussions with Workers may be split into smaller groups to encourage greater discussion. We will endeavour to limit disruption to work when speaking with Workers.

14.6.17. Discussions with Workers will generally take place in a neutral venue such as the Workers' accommodation, or another suitable offsite venue.

- (a) Where this is not possible, and the meeting occurs on-site at the workplace, We will seek to speak with the Workers in a discrete area to encourage them to speak openly and to minimise disruption.

### Viewing accommodation

14.6.18. During any monitoring visit, We may ask to inspect the Workers' accommodation to check:

- (a) it aligns with the arrangements We approved in the relevant Accommodation Plan and
- (b) it continues to meet the minimum accommodation standards.

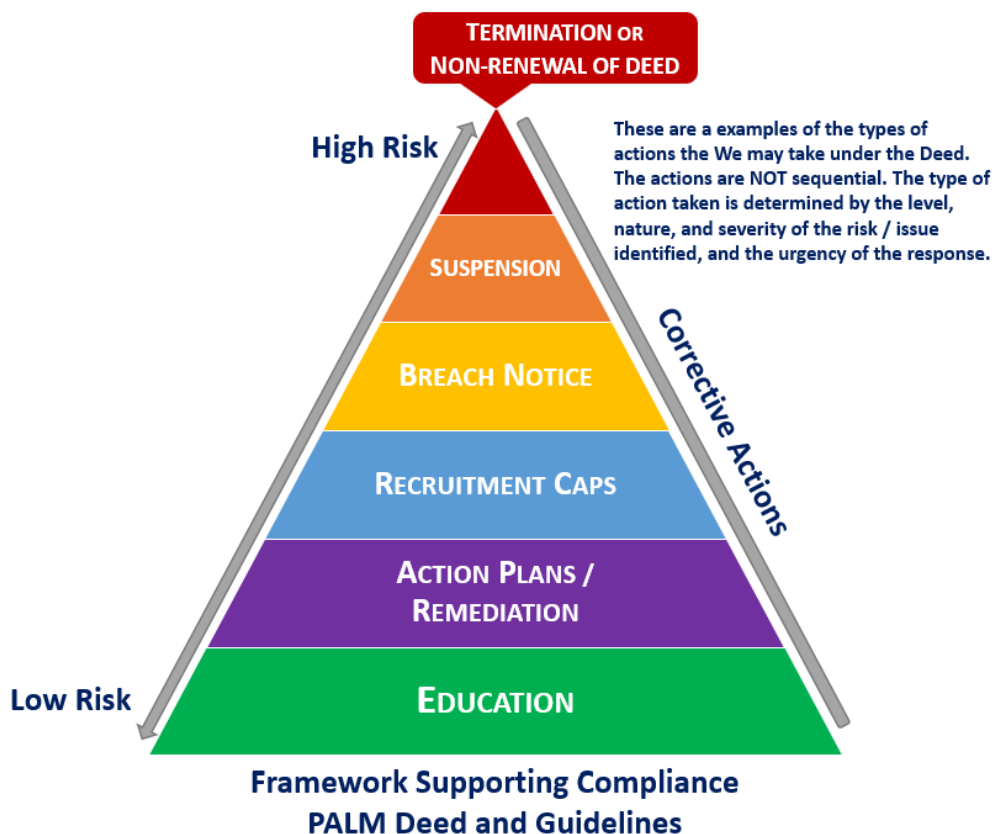
- 14.6.19. Our access to Worker accommodation is subject to the agreement of Workers residing at the accommodation.
- 14.6.20. You **must** allow Us, during the inspection, to take photographs and notes as We deem necessary.
- 14.6.21. Where possible and appropriate, We will raise any concerns with You or Your representative (if present) and will follow up any concerns in writing.
- 14.6.22. Where accommodation is not up to standard, We may issue You with a Notice or other form of direction in relation to the accommodation, and You **must** take action in accordance with the Notice/direction within the stipulated timeframe. See clause 60 of the Deed.

## 14.7. Corrective actions

- 14.7.1. The below diagram sets out examples of the type of corrective actions that We may take in response to instances of non-compliance with Your Deed and Guidelines obligations. See clauses 60-66 and 68 of the Deed for further details regarding the types of corrective actions We may take.
- 14.7.2. These actions may be taken at Our absolute discretion and without limiting any of Our rights under the Deed.
- 14.7.3. The type of action taken will be determined by the level, nature, severity and other factors relating to the risk / issue identified, including the urgency of response required.



## Types of potential corrective actions in response to non-compliance



### 14.8. Education

14.8.1. Education and capacity building are an important element of ensuring the Scheme operates as intended. We will undertake a range of education activities to support You to meet Your Deed obligations, including:

- (a) communications initiatives
- (b) targeted information sessions
- (c) ad-hoc feedback from Us on Your performance and
- (d) other activities and support as required and/or requested by You.

### 14.9. Action Plans

#### *Deed clause 63*

14.9.1. You **must** comply with a Notice in relation to an Action Plan issued by Us under clause 63.1(a) of the Deed. See clause 63.2 of the Deed.

14.9.2. If We require You to prepare and submit an Action Plan under clause 63.1(a) of the Deed, the Action Plan You submit to Us **must** at a minimum:

- (a) specify the issues or matters for resolution and the risk to be mitigated, managed, or resolved
- (b) specify how You will mitigate or manage the risk and resolve the issue(s)

- (c) outline a goal or indicate circumstances that will signify an issue is resolved, including the evidence You will provide to Us
- (d) include any escalation procedures You will use if the steps are not effective
- (e) include actions to be taken by You that are clear and measurable and/or verifiable, and
- (f) include timeframes for the actions to be taken by You and reviewed by Us.

14.9.3. We may also issue You with an Action Plan under clause 63.1(b) of the Deed.

14.9.4. You **must** comply with the Action Plan under clause 63.4 of the Deed.

14.9.5. If You are required by Us to develop an Action Plan, You may use the template for an Action Plan provided by Us.

## 14.10. Limits or restrictions on participation

### *Deed clauses 64 and 65*

14.10.1. See clauses 64 and 65 of the Deed for corrective actions that We may take where, among other things, We are of the opinion that You may be in breach of Your obligations under the Deed, including these Guidelines, or where You have failed to rectify such a breach.

14.10.2. We will take any corrective action under clause 64 or 65 of the Deed. We will provide clear Notification of the relevant restrictions, and will explain:

- (a) why this restriction is being imposed
- (b) the duration of the restriction/suspension and
- (c) any remedial action You **must** undertake to continue Your participation in the Scheme.

## 14.11. Transfer of Workers

14.11.1. We may direct that some or all Your Workers be transferred to an Alternative Approved Employer under clause 61 of the Deed. An example of circumstances where We may do this includes where We have concerns regarding the welfare and/or safety of Workers.

**Note:** Transfer is subject to the Worker's consent and their visa conditions.

## 14.12. Referral of matters to other agencies

14.12.1. You **must** cooperate with agencies and authorities that receive referrals from Us for investigation.

**Table 13: Referral Agencies and example of relevant matters**

Agencies	Example of matters that may be investigated
Department of Home Affairs	Immigration matters
Australian Border Force	Visa obligations
	Temporary Activity Sponsor obligations

Agencies	Example of matters that may be investigated
Fair Work Ombudsman	Compliance with Australian workplace laws Conducting proactive audits of Scheme Approved Employers Investigating complaints or suspected breaches of workplace laws, including breaches of any Fair Work Instrument
Australian Taxation Office	Superannuation Taxation
Australian Federal Police and/or relevant State/Territory Police	Criminal matters
Relevant State/Territory Work Health Safety Regulator	WHS issues, Complaints, and Reports

## 14.13. Maintaining Approved Employer Eligibility

### *Deed clause 7*

- 14.13.1. See clause 7.4 of the Deed regarding the requirements that You **must** comply with in order to retain Your approval as an Approved Employer under the Scheme.
- 14.13.2. It is important to note that knowingly providing false or misleading information or documents to a Commonwealth entity is an offence under sections 137.1 and 137.2 of the Criminal Code (subject to certain requirements).

## 14.14. Subcontracts and Provider Arrangements

### *Deed clauses 13, 19.1 and 57*

- 14.14.1. See clauses 13, 19.1 and 57 of the Deed regarding Your obligations in relation to Provider Arrangements and Subcontracts.
- 14.14.2. You **must** ensure that all Provider Arrangements and Subcontracts:
  - (a) have Our prior written approval
  - (b) are legally binding and are in writing
  - (c) impose appropriate obligations on the Provider/Subcontractor to ensure that the actions of the Provider/Subcontractor do not put You in breach of the Deed, including these Guidelines and
  - (d) when You enter into any Accommodation Arrangement, You **must** inform the relevant Provider that they are accommodating Workers under the Scheme.

## 14.15. Fraud Control Plan

### *Deed clause 33.1(b)*

- 14.15.1. In accordance with clause 33.1(b) of the Deed, You **must** take all reasonable steps to prevent fraud upon the Commonwealth, including the implementation of an appropriate

Fraud Control Plan. Approved Employers are to have a Fraud Control Plan in place by [30 June 2026].

14.15.2. You **must** develop a Fraud Control Plan, as well as review and update the Fraud Control Plan annually. The Fraud Control Plan **must** at a minimum:

- (a) include a summary of fraud and corruption risks and vulnerabilities associated with Your participation in the Deed;
- (b) propose treatment strategies and controls to manage each identified fraud and corruption risk and vulnerability;
- (c) provide information about how the Fraud Control Plan has been, or will be, implemented by You, including how it considers the involvement of any Host Organisations or Providers;
- (d) propose strategies to ensure that You, as well as any Host Organisations or Providers meet their obligations set out in the Fraud Control Plan;
- (e) include mechanisms and timeframes for collecting, analysing and reporting fraud and corruption incidents to Us;
- (f) provide details of how You will ensure the Fraud Control Plan is working and remains in place for the duration of the Deed;
- (g) include protocols for detecting and handling fraud and corruption incidents; and
- (h) include mechanisms on how You will ensure that Your officers, employees, agents and/or subcontractors, as well as any Host Organisation or Providers, are made aware of what constitutes fraud and corruption, fraud and corruption risks and arrangements for handling fraud and corruption incidents relating to the Deed; and outline key roles and responsibilities for fraud and corruption control within Your organisation.

14.15.3. You **must** submit the Fraud Control Plan, to the department for review:

- (a) whenever there is a significant change in the structure or activities of the Approved Employer or in the event a fraud or corruption incident occurs; or
- (b) whenever directed by the department (at Our absolute discretion).

14.15.4 You **must** comply with any direction by the department to amend or update a Fraud Control Plan within 10 Business Days of receiving a direction from the department to do so.

## 14.16. Summary of PALM scheme Assurance Framework

### Key Elements of PALM Assurance Framework



# Chapter 15: Privacy and Freedom of Information

## Mandatory Requirements Overview: Complying with Privacy Obligations and Freedom of Information requests

*This Chapter provides information about Your obligations in relation to the handling of Workers Personal information as well as the reporting of privacy incidents under the Privacy Act 1988 and access to documents under the Freedom of Information Act 1982.*

### 15.1. The Australian Privacy Principles

#### *Deed clause 43*

- 15.1.1. The [Privacy Act 1988](#)<sup>61</sup> (Privacy Act) regulates the collection of Personal Information through minimum privacy standards, known as the [Australian Privacy Principles \(APPs\)](#)<sup>62</sup>.
- 15.1.2. You **must** comply with the Privacy Act and the APPs as if You were an agency.
- 15.1.3. The APPs are principles-based law that govern the standards, rights and obligations around:
  - (a) the collection, use and disclosure of Personal Information
  - (b) an agency's governance and accountability
  - (c) integrity of Personal Information and
  - (d) the rights of individuals to access and correct their Personal Information.

#### *Personal information and sensitive information*

- 15.1.4. 'Personal Information' means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, or is recorded in a material form or not.
- 15.1.5. Personal information includes an individual's name, signature, date of birth, address, telephone number, sensitive information, bank account details, employment information, and commentary or opinion about an individual. This kind of information may be shared verbally, contained in physical or digital files or documents, such as documents provided by individuals on their behalf.
- 15.1.6. 'Sensitive information' is a subset of Personal Information and includes information that relates to an individual's racial or ethnic origin, health, religious beliefs or affiliations, sexual orientation or criminal record.
- 15.1.7. When handling Personal Information, You **must** ensure You are assessing whether the Personal Information is also sensitive information, as there are higher standards and additional requirements for collection, using and disclosing sensitive information.

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<sup>61</sup> Federal Register of Legislation—Privacy Act 1988: <https://www.legislation.gov.au/C2004A03712/latest/text>

<sup>62</sup> Office of the Australian Information Commissioner—Australian Privacy Principles: <https://www.oaic.gov.au/privacy/australian-privacy-principles>

### *Consent and the APPs*

- 15.1.8. You may be required to seek consent from individuals to permit the handling of their Personal Information and sensitive information. Consent can be given expressly, orally or in writing, or it can be implied.
- 15.1.9. In situations of verbal or implied consent, You **must** record the nature of the individual's consent in the Department's IT Systems or in another appropriate format (where You do not have access, and which **must** be made available to Us on request).
- 15.1.10. For an individual's consent to be valid, You **must** ensure:
  - (a) the individual is adequately informed before giving consent
  - (b) the individual gives consent voluntarily
  - (c) the consent is current and specific, and
  - (d) the individual has the capacity to understand and communicate the consent.

## **15.2. Collection of solicited Personal Information**

- 15.2.1. APP 3 outlines when an APP entity may collect solicited Personal Information, including sensitive information.
- 15.2.2. You may only solicit and collect Personal Information that is reasonably necessary for, or directly related to, Your functions and activities under the Deed.
- 15.2.3. Prior to the collection of Personal Information, You should satisfy yourself that the purpose of the collection falls within Your functions and activities under the Deed.

### *Consent to the collection of sensitive information*

- 15.2.4. You **must** only collect sensitive information where the individual gives consent to the collection, unless another exception applies.
- 15.2.5. Workers are asked to provide their express written consent to the collection of their sensitive information by signing Part 2 of the Privacy Notice and Consent Form. You may digitise, but **must** not amend, the Privacy Notice and Consent Form.
- 15.2.6. You **must** retain copies of the Privacy Notice and Consent Forms signed by Workers in accordance with the General Reporting and Record-Keeping Requirements set out in clause 45 of the Deed. These **must** be made available to Us on request.
- 15.2.7. Where consent is not provided or is withdrawn, and no APP exception applies, You cannot collect the individual's sensitive information.
- 15.2.8. Examples of exceptions that may permit the collection of sensitive information without consent include:
  - (a) the collection of the information is required or authorised by or under an Australian law or a court/tribunal order
  - (b) it is unreasonable or impracticable to obtain the individual's consent to the collection and You reasonably believe that the collection is necessary to lessen or prevent a serious threat to the life, health or safety of any individual or to public health or safety or
  - (c) You have reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to Your functions or activities has been, is being or may be

engaged in and You reasonably believe that the collection is necessary in order for You to take appropriate action in relation to the matter.

- 15.2.9. The above are examples only. You should seek Your own independent legal advice before collecting sensitive information without consent.
- 15.2.10. Where an individual withdraws consent to the collection of their sensitive information, You **must** not destroy the Privacy Notice and Consent Form, except in accordance with the [Archives Act 1983](#)<sup>63</sup>. You **must** record the withdrawal of the individual's consent to the collection of their sensitive information on the individual's record in Our IT System (where You have access), or in another appropriate format (where You do not have access, and which **must** be made available to Us on request).

#### *Manner of collection*

- 15.2.11. You **must** only collect Personal Information directly from the individual, unless any one of the following exceptions applies:
  - (a) the individual consents to the collection of the information from a third party or
  - (b) You are required or authorised by Australian law, or court/tribunal order, to collect the information from the third party or
  - (c) It is unreasonable or impracticable to collect the Personal Information directly from the individual.
- 15.2.12. For example, it may be unreasonable or impracticable to collect Personal Information directly from a Worker where language difficulties prevent the Worker from providing their Personal Information. In these cases, You should seek the Worker's consent to collect the information through an interpreter or translator. Under APP 10, You are required to take reasonable steps to ensure that the Personal Information You collect is accurate, up-to-date and complete. Therefore, You need to take steps to ensure that the interpreter or translator that is used will be providing accurate and complete information from the individual.
- 15.2.13. The collection of Personal Information by You **must** be by lawful and fair means only. The term lawful is not defined in the Privacy Act. It is lawful for You to destroy or de-identify unsolicited personal information if it is not unlawful to do so. That is, if the destruction or de-identification is not criminal, illegal or prohibited or proscribed by law. A fair means of collecting information is one that does not involve intimidation or deception and is not unreasonably intrusive.

### **15.3. Dealing with unsolicited Personal Information**

- 15.3.1. APP 4 outlines how unsolicited Personal Information should be handled.
- 15.3.2. You may receive Personal Information that You did not ask for. Where You receive unsolicited Personal Information, You **must** determine whether You would have been permitted to collect the Personal Information under APP 3. If not, You **must** destroy or de-identify the information unless it is a Commonwealth record under the Archives Act

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<sup>63</sup> Federal Register of Legislation—Archives Act 1983: <https://www.legislation.gov.au/C2004A02796/latest/text>



1983. You should seek Your own independent legal advice prior to destroying unsolicited information.

- 15.3.3. If You determine that You could have collected the Personal Information under APP 3 or can retain the Personal Information because it is contained in a Commonwealth record, You **must** handle the information in accordance with the Privacy Act.

## 15.4. Notification of the collection of Personal Information

- 15.4.1. APP 5 requires an APP entity that collects Personal Information about an individual, to take reasonable steps to notify the individual of certain matters or to ensure the individual is aware of those matters.
- 15.4.2. As well as obtaining an individual's consent to the collection of sensitive information as required by APP 3, the Privacy Notice and Consent Form complies with APP 5.2 by informing the individual of matters such as:
- (a) the identity and contact details of the Department
  - (b) the purposes for which the Department and its agents are collecting the personal information and
  - (c) the main consequences for the individual if all or some of the Personal Information is not collected by the Department or its agents.
- 15.4.3. The purpose of the Privacy Notice and Consent form is to:
- (a) notify individuals of the matters required under APP 5
  - (b) obtain individuals consent to the collection of sensitive information, as required by APP 3 and
  - (c) obtain individuals consent to the disclosure of their Personal Information overseas, as required by APP 8.

## 15.5. Use and Disclosure of Personal Information

- 15.5.1. APP 6 provides that if an APP entity holds Personal Information about an individual that was collected for a particular purpose (primary purpose), the entity **must** not use or disclose the information for another purpose (secondary purpose) unless an exception applies.
- 15.5.2. The primary purpose is the purpose for which You collect Personal Information. That is, the specific function or activity for which You collected the information.
- 15.5.3. The primary purpose for the collection of Workers' Personal Information under the PALM scheme is for the purpose of managing the Scheme, as set out in the Privacy Notice and Consent Form. You may use and disclose a Worker's Personal Information, including sensitive information, for this purpose.
- 15.5.4. A secondary purpose is any purpose that is not the primary purpose. You **must** not use or disclose Personal Information for a secondary purpose unless an exception applies, including where:
- (a) the individual consents to the use or disclosure for the secondary purpose

- (b) the individual would reasonably expect the use or disclosure for the secondary purpose, and either the secondary purpose is related to the primary purpose or, in the case of sensitive information, is directly related to the primary purpose or
- (c) the use or disclosure is required or authorised by or under an Australian law or a court/tribunal order.

### ***Tax File Numbers***

- 15.5.5. The [\*Privacy \(Tax File Number\) Rule 2015\*](#)<sup>64</sup> only allows certain people, agencies, organisation and other entities authorised by taxation, personal assistance or superannuation law to ask for and receive tax file numbers (TFNs). You **must** not record, collect, use or disclose TFN information unless this is permitted under taxation, personal assistance or superannuation law.
- 15.5.6. You **must** take reasonable steps to protect Workers TFNs from misuse and loss, and from unauthorised access, use, modification or disclosure. A breach of the *Privacy (Tax File Number) Rule 2015* is an interference with privacy under the Privacy Act.
- 15.5.7. Due to the sensitivities attached to the TFNs, their use and disclosure are governed by secrecy provisions in applicable legislation. Relevantly, subsection 8WB(1) of the [\*Taxation Administration Act 1954\*](#)<sup>65</sup> provides that, unless an exception applies, a person **must** not divulge or communicate another person's TFN to a third person. A breach of subsection 8WB(1) of the *Taxation Administration Act 1953* may lead to criminal liability.

## **15.6. Direct Marketing**

- 15.6.1. In accordance with APP 7 You **must** not use or disclose Personal Information for the purposes of direct marketing unless an exception applies. Prior to undertaking any direct marketing in relation to Your functions and activities under the Deed, You **must** consider whether the proposed marketing is consistent with the Privacy Act. You should obtain Your own independent legal advice.

## **15.7. Overseas Disclosures**

- 15.7.1. APP 8 relates to the cross-border disclosure of Personal Information.
- 15.7.2. The Privacy Notification and Consent Form expressly informs Workers that the Department will not be required to ensure that any overseas recipients of Workers Personal Information does not breach the APPs and obtains Workers' express written consent to the overseas disclosure of their Personal Information with this understanding.
- 15.7.3. Where consent is not provided or is withdrawn, You cannot disclose Workers' Personal Information overseas unless an exception applies to permit disclosure without consent. Where a Worker does not consent to the disclosure of their Personal Information overseas the Worker may be unable to participate in the PALM scheme.

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<sup>64</sup> Federal Register of Legislation—*Privacy (Tax File Number) Rule 2015*: <https://www.legislation.gov.au/Details/F2015L00249>

<sup>65</sup> Federal Register of Legislation—*Taxation Administration Act 1953*: <https://www.legislation.gov.au/C1953A00001/latest/text>

## 15.8. Access to and correction of Personal Information

- 15.8.1. Under APP 12, if an APP entity holds Personal Information about an individual, the entity **must**, on request by the individual, give the individual access to the information. APP 12 does not stipulate any formal requirements for making a request or require that a request to access Personal Information be made in writing or require an individual to state that it is an APP 12 request. Therefore, a verbal request for Personal Information may be a valid request under APP 12.
- 15.8.2. Under APP 13, if an APP entity holds Personal Information about an individual and the individual requests the entity to correct the information, the entity **must** take such steps as are reasonable in the circumstances to correct that information to ensure that, having regard to the purpose for which it is held, the information is accurate, up-to-date, complete, relevant and not misleading.
- 15.8.3. You **must** process requests for access to Personal Information and requests for correction of Personal Information. If You receive such a request, You **must** provide a response within 30 calendar days after the request is made.
- 15.8.4. You **must** not direct a request to Us without first considering whether You are obliged to process the request.
- 15.8.5. If an individual is seeking access to Personal Information on behalf of another individual, You **must** obtain written authority from the individual whose Personal Information is being sought before releasing any documents. At a minimum, an authority should state the individual's name, include a description of the documents that they are authorising the release of, who the documents can be released to and bear the individual's signature.
- 15.8.6. If You are unable to obtain written authority, You should inform the individual that they may wish to make a request under the [Freedom of Information Act 1982](#)<sup>66</sup>. Requests under the *Freedom of Information Act 1982* should be directed to Us via [FOI@dewr.gov.au](mailto:FOI@dewr.gov.au).

## 15.9. Privacy Incidents and the Notifiable Data Breaches Scheme

- 15.9.1. Acts or practices by You which breach an APP are an interference with the privacy of the individual. The Office of the Australian Information Commissioner (OAIC) has powers to investigate possible interferences with privacy, either following a complaint by an individual or on the OAIC's own initiative. The OAIC also has a range of enforcement powers and other remedies.
- 15.9.2. You are required under the Notifiable Data Breaches scheme to notify affected individuals and the OAIC about eligible data breaches. An eligible data breach occurs when:
  - (a) there is unauthorised access to, or disclosure of, Personal Information held by an entity, or information is lost in circumstances where unauthorised access or disclosure is likely to occur

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<sup>66</sup> Federal Register of Legislation—*Freedom of Information Act 1982*: <https://www.legislation.gov.au/C2004A02562/latest/text>

- (b) this is likely to result in serious harm to any of the individuals to whom the information relates and
  - (c) You have been unable to prevent the likely risk of serious harm with remedial action.
- 15.9.3. You **must** Notify the Department as soon as possible following becoming aware of any unauthorised access to, use or disclosure of, Personal Information, or a loss of Personal Information You hold. This applies to all privacy incidents, whether or not they are an eligible data breach.
- 15.9.4. Details about the [Notifiable Data Breaches Scheme](#)<sup>67</sup> can be found on the OAIC website.

## 15.10. Privacy complaints

- 15.10.1. An individual who considers that their privacy has been interfered with can contact the Department and/or the OAIC to make a complaint. Where possible, complaints under the Privacy Act should be directed to You in the first instance.
- 15.10.2. You are required to respond to any privacy complaints within 10 Business Days where a privacy incident has been identified. You should follow OAIC's advice on [handling privacy complaints](#)<sup>68</sup>.

## 15.11. Referring Individuals to the Department in relation to privacy matters

- 15.11.1. After first directing their query to You, an individual can contact the Department to query how their Personal Information is handled, request access to or correction of their Personal Information, or make a privacy complaint in relation to the Department or You.
- 15.11.2. Individuals may contact the Department via [privacy@dewr.gov.au](mailto:privacy@dewr.gov.au).
- 15.11.3. For further information and alternative contact details, please refer to the Department of Employment and Workplace Relations' [Privacy Policy](#)<sup>69</sup>.

## 15.12. Freedom of Information

### *Deed clause 49*

- 15.12.1. You are required to assist Us in processing requests received under the *Freedom of Information Act 1982*, by providing Records (digital or physical) in Your possession that are relevant to a request.

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<sup>67</sup> OAIC website Notifiable data breaches: <https://www.oaic.gov.au/privacy/notifiable-data-breaches/about-the-notifiable-data-breaches-scheme>

<sup>68</sup> OAIC website Handling privacy complaints: <https://www.oaic.gov.au/privacy/privacy-guidance-for-organisations-and-government-agencies/more-guidance/handling-privacy-complaints>

<sup>69</sup> DEWR website Privacy Policy: <https://www.dewr.gov.au/about-department/resources/dewr-privacy-policy>

15.12.2. An individual seeking access to documents containing their Personal Information may submit a request for access either under the Privacy Act or the Freedom of Information Act 1982. However, where the documents being sought does not contain their Personal Information, access is not available under the Privacy Act as the Privacy Act only applies to Personal Information.

Requests under the *Freedom of Information Act 1982* should be directed to Us via [FOI@dewr.gov.au](mailto:FOI@dewr.gov.au).

# Historic Version History

Version	Effective Date	Change Summary
1.0	26 June 2023	N/A
1.1	27 July 2023	Correction to references in section 12.2.8 (b): reference to paragraph (c) corrected to (a) and 12.2.9: reference to section 12.2.8 (d) corrected to 12.2.8 (b)
1.2	7 August 2023	Correction of spelling errors in sections 8, 9 and 10.
1.3	25 August 2023	Amend 2.1.5 (e) to remove reference to National Minimum Wage and replace with 'applicable minimum rate of pay' (page 13) Insert new clause 10.2.10 relating to Accommodation Plans (page 67) to align with requirements set out in 10.8.2 (l)
1.4	30 November 2023	Remove references to PLF contact details and insert new DEWR email address <a href="mailto:PALM@dewr.gov.au">PALM@dewr.gov.au</a> at pages 10, 56 and 63
1.5	6 December 2023	Amend 3.3.6 (d) to remove reference to the number of months work will be available and replace with 'the duration of employment' (page 19) Insert new clauses to provide for Fixed Term Contract provisions introduced by the Fair Work Ombudsman: 3.6.11 (page 24), 4.2.3 (page 31), 4.2.10 and 4.2.14 (page 32) Amend 8.7.6 (a) to include reference to Fixed Term Contract Information Statement (page 52) Remove reference to 'team leader' in 9.6.5 (page 61)
1.6	12 December 2023	Amend 2.1.1 (b) (v) to clarify scheme eligibility relating to holding a license, skills or experience as required by regulatory or licensing standards (page 12) Amend cultural competency 'applicable from date' to 1 March 2024 from 1 January 2024 (page 15) Amend 3.3.6 (f) to clarify that Labour Market Testing advertisements <b>must</b> not request applicants possess skills unless mandated by a regulatory requirement (page 19) Update link at 3.7.11 to Fair Work Ombudsman National Employment Standards leave entitlements (page 26) Amend 9.2.2 to reflect cultural competency applicable from 1 March 2024 (page 56)
1.7	4 April 2024	Amend 1.1.7 to include 'PALMIS' to identify the Department's IT Systems (page 9) Amend 1.2.1 (a) to remove reference to 'clause' and replace with 'Section' (page 10) Amend 1.2 Table 2 Defined Terms 'Net Financial Benefit' (d) to simplify wording (page 11) Amend 1.2 Table 2 Defined Terms 'Piecemaker' to repair link to section 21 of the FWA (page 11) Amend 1.2 Table 2 Defined Terms 'Visa' to add note regarding 408 Visa (page 12) Amend 1.2 Table Defined Terms 'You' to add 'Your' (page 12) Amend 1.3 Table 4 'Other Useful Information and Contacts' 'Department's IT Systems' to add PALMIS email address (page 12)

		<p>Amend 2.1.1 (b)(iii) 'Recruitment Requirements' to add 'substantial' (page 14)</p> <p>Amend 2.1.1 (b)(iv) 'Recruitment Requirements' to acknowledge that good character is established by visa grant (page 14)</p> <p>Amend 2.1.1 (b)(viii) 'Recruitment Requirements' to amend minimum age to align with Deed (page 14)</p> <p>Amend 2.1 Recruitment Requirements to insert new 2.1.5 regarding experience in industries (page 15)</p> <p>Amend 2.1.6 (b) 'Workplace and Relevant Laws' to reflect wording changes made to 2.1.1 (b)(v) on 12 December 2023 (page 15)</p> <p>Amend 2.1.6 (g) to include 'report an issue' (page 15)</p> <p>Amend 2.1.10 (e) to repair 'Hiring employees' link (page 16)</p> <p>Amend 2.1.16 (a) 'Labour Hire Organisations' and throughout Guidelines to align 'Conflict of Interest' references to definition in the Deed (page 17)</p> <p>Amend 2.1.19 'Cultural Competency' for consistency with 2.1.17 (page 17)</p> <p>Amend 2.2.2 (c) 'Recruitment Methods if Participating Countries' to insert 'Licensed' (page 18)</p> <p>Amend 2.3.2 'Pay Parity' to remove incorrect link and references to fact sheets (page 18)</p> <p>Amend 2.4.2 (d) 'Net Financial Benefit' (d) to simplify wording (page 19)</p> <p>Amend 3.2.3 'Recruitment Approval' to clarify notification is via email, not the Department's IT Systems (page 21)</p> <p>Amend 3.3.6(f) 'Labour Market Testing' to include a note for clarification (page 22)</p> <p>Amend 3.4.8 'Contingency Planning' regarding notification requirements (page 23)</p> <p>Amend 3.5.1 to replace 'less with 'fewer' (page 23)</p> <p>Amend 3.6.3 (e) 'Engagement Details' to remove reference to 'the relevant' (page 24)</p> <p>Amend 3.6.3 (m) 'Deductions' to include reference to 'relevant law' (page 25)</p> <p>Amend 3.6.3(n) 'Offer of Employment' to insert 'Workers' to 'Privacy Notice and Consent Form' for clarification (page 25)</p> <p>Amend 3.6.4 (c) to include 'and deductions' of health insurance (page 25)</p> <p>Amend 3.6.7 'Offer of Employment' reworded to simplify (page 26)</p> <p>Amend 3.7.2 to clarify full time hours of work 'in every week during the Worker's Placement subject to the relevant Fair Work Instrument, full time hours are generally considered to be 38 hours per week' (page 27)</p> <p>Amend 3.7.6(b) 'Shutdowns' to clarify AE obligations where workers are on paid leave (page 28)</p> <p>Amend 'Changes to Approved Recruitments' Table 6 'Change of Workers Accommodation' notification requirements (page 32)</p> <p>Amend 4.2.17 for clarification (page 36)</p> <p>Amend 5.1.7 'Minimum Net Pay Guarantee' to simplify wording (page 38)</p> <p>Amend 5.3.2 (a)(v) 'Unauthorised Deductions' to include payments to migration agents (page 40)</p> <p>Amend 7.1.1 (c) to clarify that Flight Matrix is available on the PALM website (page 46)</p> <p>Amend 8.3.4 (e) to include 'any other relevant person' (page 52)</p> <p>Amend 8.3.2 (j) for consistent references (page 52)</p>
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		<p>Amend 9.5.8(e) 'Welfare and Wellbeing Plan' to insert 'access to' regarding sexual health information (page 65)</p> <p>Amend 9.10.1(b) 'Supporting Worker Community Engagement' to clarify references are examples only (page 68)</p> <p>Amend 10.1.1 (b) 'Your Accommodation Obligations' insert 'for a minimum' with respect to accommodation for Long-Term workers (page 70)</p> <p>Amend 'Changes to Approved Accommodation Plans and insert new 10.2.16 and 10.2.17 regarding rental increases (page 73)</p> <p>Amend 10.3.25 'Accommodation Type' to include a note regarding suitable accommodation for short-term workers (page 78)</p> <p>Amend 10.3.26 'Accommodation Type' to include a reference to Australian Safety Standards for bedding (page 78)</p> <p>Amend 10.11.2 to include 'AEs <b>must</b> offer to arrange transport' (page 83)</p> <p>Amend 10.11.5 to clarify transport arranged 'for workers' (page 83)</p> <p>Amend 10.11.8(c) 'Transport Plan' to change reference from 'car' to 'transport' (page 84)</p> <p>Amend 10.11.10 'Transport Plan' to include a requirement to provide evidence safety concerns were discussed, if requested (page 84)</p> <p>Amend 11.3.4 'Worker Resignation' to remove 11.3.4(a) (page 87)</p> <p>Amend 12.1.1 and 12.1.2 'Mandatory Offshore Period' 'Short-Term Workers' to remove references to visa requirements (page 89)</p> <p>Amend 12.1.5 'Mandatory Offshore Period' 'Long-Term Workers' to remove references to visa requirements (page 89)</p> <p>Amend 13.2.2(b) 'Reporting Critical Incidents' to insert 'PALMIS' (page 94)</p> <p>Amend 13.3.2(a) and 13.4.2 'Reporting Other Incidents' to insert 'PALMIS' (pages 94 and 95)</p> <p>Minor editorial and formatting changes throughout document</p> <p>Include Annexure A - Family Accompaniment Pilot (page 117)</p>
1.8	1 July 2024	<p>Amend 3.3.6(i) to remove the reference to the 'Harvest Trail' website (page 23).</p> <p>Amend 3.7.1(b) 'Minimum Hours' to update minimum hours requirement as of July 1, 2024 (page 29).</p> <p>Amend 3.7.1(c) 'Minimum Hours' to updated requirements as of July 1, 2025 (page 29).</p> <p>Amend 3.7.2 'Minimum Hours' to reflect updated requirements as of 1 July 2024, to 30 June 2025, (inclusive) 'Short-Term Workers' (page 29).</p> <p>Amend 3.7.3 to clarify reasonable and genuine offer of hours of work (page 29).</p> <p>Insert new clauses 3.7.4 to support the implementation of 'Minimum Hours' requirements set out in 3.7 (page 29).</p> <p>Insert new clauses 3.7.5, 3.7.6 and 3.7.7 relating to complying with the 'Minimum Hours' requirements set out in 3.7 (page 29).</p> <p>Amend 13.8.1 'Reporting Pay and Hours Data' to support the requirements set out in 3.7 (page 101).</p> <p>Amend 13.8.2 'Reporting Pay and Hours Data' to support the requirements set out in 3.7 (page 101).</p> <p>Minor editorial and formatting changes throughout document.</p>
1.9	4 November 2024	<p>Removal of 1.1.11-1.1.13 and section 13.10 references to Managing Contractor</p> <p>Amend 1.2 Table Defined Terms 'You' to add 'Your' and clarification of 'Portability Arrangement'</p> <p>Amend 2.1.5 to clarify 12-month experience obligations</p>



		<p>Addition to 2.3.6 to reflect Fair Work Act amendments</p> <p>Amend 3.3.6(c) to improve LMT location visibility and data</p> <p>Remove references to translate Fair Work Information statements 3.6.10-3.6.11</p> <p>Amend 3.7.14 - 3.7.16 to include interim arrangements for standdowns</p> <p>Addition to table 4 to include 'Mandatory variation of the terms in OoE'</p> <p>Amend 7.4.1 to clarify employer obligations</p> <p>Amend 7.4.2 to require employers of short-term workers to arrange and purchase return travel</p> <p>Amend 7.4.3 to change from 'any worker' to 'long-term' worker</p> <p>Insert 7.4.3(b)(i) to clarify departure arrangements for long-term worker in portability arrangements</p> <p>Amend 8.7.1 to update and clarify definitions</p> <p>Amend 8.7.2 to clarify portability arrangements and their definitions</p> <p>Amend 8.7.3 (b) (ii) and (iii) to clarify portability arrangements and their definition</p> <p>Addition 8.7.6 to confirm 'Documentary Evidence of Workers; being paid requirement</p> <p>Amend 8.7.8 (b) to remove requirement for AEs to 'jointly' submit an RA</p> <p>Amend 8.7.9 to clarify that AEs <b>must</b> pay transfer costs for an onshore portability arrangement</p> <p>Addition of 8.7.9 (c) to clarify that a Worker must not be charged for any costs associated with an onshore portability arrangement</p> <p>Amend 8.7.13 to 8.7.17 to clarify Temporary Portability Arrangements and include reference to Temporary Portability Arrangement Host Organisation</p> <p>Amend 9.1.1(e)(i) to remove reference to 200km radius and replace with 200km travel distance</p> <p>Amend 9.5.3 Welfare and Wellbeing Plan (c)</p> <p>Amend 9.6.4 (c) to remove reference to 200km radius and replace with 200km travel distance</p> <p>Amend 10.2.5 Accommodation Plan validity</p> <p>Insert 12.2.4 (a) to clarify flight arrangements for long-term workers who cease employment</p> <p>Amend 12.3.3(i) to remove reference to 'visa conditions' and replace with 'program settings'</p> <p>Amend 12.3.4 to remove reference to Worker Repatriation Factsheet</p> <p>Removal of section 13.10 Concerns or disputes with the Managing Contractor.</p> <p>Amend 13.1.1 (c) to reflect reference to 13.4.2</p> <p>Amend references from sector/s to industry/ries</p> <p>Minor editorial and formatting changes throughout document.</p>
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# Annexure A Family Accompaniment Pilot

# Chapter 1: Overview

## 1.1. Introduction and Purpose

- 1.1.1. This document (this Annexure) is an annexure to the Pacific Australia Labour Mobility scheme Approved Employer Guidelines (Guidelines), and forms part of the Guidelines. The Guidelines are issued by the Department of Employment and Workplace Relations (Department, Us, Our or We) under the Pacific Australia Labour Mobility scheme - Approved Employer Deed (the Deed). The Guidelines, including this Annexure, **must** be read in conjunction with the Deed document executed by the Approved Employer (You). Each reference in this Annexure to a:
- (a) clause 'of the Deed' is a reference to a clause in that Deed document executed by You;
  - (b) a section or Chapter 'of the Guidelines' is a reference to a section or a Chapter, respectively, in the main body of the Guidelines in effect at the time under the Deed; and
  - (c) section or Chapter 'of this Annexure' is a reference to a section or a Chapter, respectively, in this Annexure to the Guidelines (as opposed to a section or Chapter in the main body of the Guidelines).
- 1.1.2. This Annexure sets out the obligations of Approved Employers participating in the Family Accompaniment Pilot (the Pilot). The obligations set out in this Annexure do not reduce the obligations set out in the main body of the Guidelines.
- 1.1.3. This Annexure may be reviewed from time to time and will be made available on the PALM website alongside the Guidelines: <https://www.palmscheme.gov.au/resources>.

## 1.2. Definitions and Interpretation

- 1.2.1. Unless otherwise specified, capitalised terms in this Annexure have the meaning given in clause 1.1 of the Deed, section 1.2 of the Guidelines or otherwise in accordance with Table 1 below. As this Annexure forms part of the Guidelines, which form part of the Deed, this Annexure is to be interpreted in accordance with clause 2.1 of the Deed.

**Table 14: Defined Terms**

Term	Definition
Accompanying Family Member	An individual who: <ul style="list-style-type: none"><li>(a) is not a Worker;</li><li>(b) is an Immediate Family Member of a Worker;</li><li>(c) is in Australia;</li><li>(d) holds a Pilot Visa; and</li><li>(e) the Approved Employer has assisted to obtain that Pilot Visa by submitting the relevant application.</li></ul>

Family and Domestic Violence	Means violent, threatening or other abusive behaviour by any member of a Worker's Family Unit towards any other member of the Family Unit that both: <ul style="list-style-type: none"> <li>(a) seeks to coerce or control that other member; and</li> <li>(b) causes that other member harm or fear.</li> </ul>
Family Unit	Means, in relation to a Worker, the Worker and each Immediate Family Member of the Worker who is also an Accompanying Family Member.
Immediate Family Member	Any individual who is a member of the immediate family of a Worker for the purposes of the <i>Migration Regulations 1994</i> (Cth).
Overseas Family Member	An individual who is: <ul style="list-style-type: none"> <li>(a) not a Worker;</li> <li>(b) an Immediate Family Member of a Worker; and</li> <li>(c) a national of a country participating in the Pilot.</li> </ul>
Pilot Visa	A Temporary Work (International Relations) visa (subclass 403) Pacific Australia Labour Mobility stream that is granted to a secondary applicant.
Family Liaison Officer	An individual employed on behalf of the Australian government to support workers and families participating in the Family Accompaniment Pilot

### 1.3. Participation in the Pilot

- 1.3.1. Participation in the Pilot is optional for Approved Employers, Workers and their family members. Only those Approved Employers who meet the eligibility criteria and who are favourably assessed against the selection criteria will be permitted to participate. To participate in the Pilot, Workers **must** have the support of their Approved Employer and be approved by the Department of Foreign Affairs and Trade. Support for a Worker to participate in the Pilot is expressed by their Approved Employer submitting an application on behalf of the Worker and their Overseas Family Member(s) for the Overseas Family Member(s) to participate in the Pilot
- 1.3.2. You **must not** coerce, or otherwise influence the decision of, any Worker to agree to any of their Overseas Family Members participating in the Pilot.
- 1.3.3. If You apply to participate in the Pilot and are selected, You **must** comply with the obligations set out below.

## Chapter 2: Obligations of Approved Employers who participate in the Pilot

### 2.1. Obligation to apply for Pilot Visas

- 2.1.1. Where the Department of Foreign Affairs and Trade informs You that a Worker has been accepted to participate in the Pilot, You **must**, within a reasonable timeframe after being so informed, apply for a Pilot Visa on behalf of each of the Worker's relevant Overseas Family Member(s).

### 2.2. Assisting Workers to identify and secure suitable accommodation for Accompanying Family Members

- 2.2.1. Where You support a Worker to participate in the Pilot (by submitting an application for participation in the Pilot and the Pilot Visa application(s) referred to above in section 1.3.1 of this Annexure), You **must**, before their Overseas Family Member(s) arrive in Australia:
- (a) assist the Worker to find suitable accommodation for their Overseas Family Member(s) before they arrive in Australia. This assistance **must** include providing the Worker with:
    - (i) appropriate real estate agent contact details;
    - (ii) guidance on shortlisting properties suitable to accommodate the Overseas Family Member(s); and
    - (iii) providing a reference for any rental applications;
  - (b) inform the Worker that:
    - (i) it is their responsibility to secure accommodation for their Overseas Family Member(s) prior to their Overseas Family Member(s) arriving in Australia; and
    - (ii) the Worker should not enter into a binding agreement in relation to accommodation for their Overseas Family Member(s), or pay a deposit in relation to that accommodation, until their Overseas Family Member(s) has(ve) been granted a Pilot Visa;
- 2.2.2. You **must not** coerce, or otherwise influence the decision of, any Worker or any Accompanying Family Member to agree to reside in any accommodation provided or arranged by You, or to agree that any particular services (such as cleaning or catering services) will be included in the cost of such accommodation.
- 2.2.3. You **must** comply with the obligations set out in Chapter 3 below in relation to any accommodation that You provide or arrange for any Accompanying Family Member.
- 2.2.4. You **must not** seek to impose any rules relating to accommodation on any Accompanying Family Member who has arranged their own accommodation.

- 2.2.5. Where any Accompanying Family Member finds their own accommodation, You **must** support them to understand:
- (a) that their accommodation **must** comply with relevant state, territory and local government legislation, regulations, rules, and codes (such as fire safety);
  - (b) their tenancy agreements and obligations;
  - (c) the processes for escalating maintenance and repair issues to property managers and landlords; and
  - (d) that they can seek help from You with tenancy correspondence from property managers and landlords, if needed.
- 2.2.6. Each state and territory has consumer rights bodies and government-funded services that may be able to assist You and Accompanying Family Members with information about accommodation rights and dispute resolution services.

## **2.3. Report the arrival of Accompanying Family Members, and if any would be Accompanying Family Member did not arrive as expected**

- 2.3.1. For each Accompanying Family Member who arrives in Australia, You **must** Notify Us via an email to [palm@dewr.gov.au](mailto:palm@dewr.gov.au), within 14 calendar days after the Accompanying Family Member arrives.
- 2.3.2. For each would be Accompanying Family Member who was expected to arrive in Australia, but did not arrive, You **must** Notify Us, via an email to [palm@dewr.gov.au](mailto:palm@dewr.gov.au), within 14 calendar days after the expected arrival date.

## **2.4. Provide details of the PALM Support Service Line to Accompanying Family Members on arrival**

- 2.4.1. Within 7 calendar days after each Accompanying Family Member arrives in Australia, You **must** provide the Accompanying Family Member with written information on how to contact emergency services and the PALM Support Service Line.

## **2.5. Report Serious Incidents involving Accompanying Family Members**

- 2.5.1. For the purposes of this section 2.5, the term "Serious Incident" means:
- (a) any suspected Family and Domestic Violence;
  - (b) any suspected child abuse or neglect, including where state or territory child protection services are involved;
  - (c) the death of any Accompanying Family Member;
  - (d) any serious or significant accident, injury or illness of any Accompanying Family Member;
  - (e) any other incident that negatively impacts on the welfare of any Accompanying Family Member, including a breakdown of the family or financial hardship;
  - (f) when any Accompanying Family Member is:
    - (i) arrested;
    - (ii) charged with a criminal offence;

- (iii) a victim of a criminal offence; or
- (iv) evacuated or evicted from accommodation; or
- (g) any other incident that may negatively impact upon the Department, or which brings You or the Pilot into disrepute.

2.5.2. You **must**, as soon as possible, and in all cases within 24 hours of becoming aware of any Serious Incident, notify a Family Liaison Officer (FLO) of the Serious Incident, even if this is sometime after an incident has occurred. We understand that You may not always be made aware of these incidents but should seek further information if You hold suspicion that a Serious Incident may have occurred.

2.5.3. The obligations set out in this section 2.5 of this Annexure are in addition to Your obligations under section 13 of the Guidelines.

## **2.6. Additional reporting requirements where Workers have Accompanying Family Members**

2.6.1. Whenever You are required to notify or otherwise inform Us of an incident in relation to any Worker under Chapter 13 of the Guidelines, and the Worker has one or more Accompanying Family Members, You **must**, at the same time, inform Us through the Department's IT Systems that the Worker has Accompanying Family Members.

## **2.7. Extend availability of Worker Departure Briefing to Accompanying Family Members**

2.7.1. Whenever You provide a Departure Briefing to any Worker, and the Worker has an Accompanying Family Member who is an adult, You **must** invite that Accompanying Family Member to also attend the Departure Briefing.

## **2.8. Privacy obligations and Freedom of Information**

2.8.1. You **must** comply with all Your privacy related obligations, including privacy notification obligations to Us and to the Department of Foreign Affairs and Trade. In particular, those obligations in clause 43 of the Deed and Chapter 15 of the Guidelines, in relation to the Personal Information of each Accompanying Family Member, as well as in relation to the Personal Information of each Worker, including where Personal Information or sensitive information is collected for the purposes of delivering the Pilot. In Chapter 15 of the Guidelines, a reference to a Worker includes a reference to an Accompanying Family Member.

2.8.2. You **must** also comply with all Your obligations under clause 49 of the Deed and Chapter 15 of the Guidelines relating to Freedom of Information requests made to Us or the Department of Foreign Affairs and Trade.

## Chapter 3: Obligations that apply where You provide or arrange any accommodation for any Accompanying Family Member

- 3.1.1. The obligations set out in this Annexure A are in addition to all the other obligations that You have under the Guidelines, including those obligations that You have under the Guidelines in relation to the Worker accommodation.
- 3.1.2. The obligations in this Chapter 3 apply where You offer to provide or arrange accommodation for any Accompanying Family Member, and that offer is accepted. Note the obligation in section 2.2.2 of this Annexure above that You **must not** coerce, or otherwise influence the decision of, any Worker or any Accompanying Family Member to agree to reside in any accommodation provided or arranged by You, or to agree that any particular services (such as cleaning or catering services) will be included in the cost of such accommodation.
- 3.1.3. If you provide or arrange accommodation for any Accompanying Family Member, You **must**:
  - (a) ensure that:
    - (i) the accommodation is suitable for the Accompanying Family Member, including where they are a child; and
    - (ii) the accommodation does not pose unreasonable risks to the Accompanying Family Member's safety or welfare, including, in particular, where the accommodation is on, or in close proximity to, a worksite and/or the accommodation of any other Worker who is not the Immediate Family Member of the Accompanying Family Member(s).
- 3.1.4. You **must** ensure that the accommodation costs are comparable to local market rates.
- 3.1.5. You **must** ensure that any accommodation You provide or arrange for any Accompanying Family Member:
  - (a) is safe and secure;
  - (b) is fit for occupation and use for each Accompanying Family Member who does, or who You propose will, reside in the property; and
  - (c) complies with any WHS legislation and state and territory government and local government legislation and codes that may apply to such accommodation.
- 3.1.6. Rental arrangements and inclusions **must** be fair and provide good value for money for Accompanying Family Members. When considering value for money, We will consider 'like for like' properties in the region, if possible. In this context 'like for like' means the same number of bedrooms, and similar facilities/amenities and condition of the property.
- 3.1.7. You **must not** charge any Accompanying Family Member or the relevant Worker any administration fees or additional charges for organising the accommodation the Accompanying Family Member resides in, and any accommodation that You provide for any Accompanying Family Member **must** be provided at cost.



- 3.1.8. Rent **must not** be used to offset labour costs.
- 3.1.9. If services are included in accommodation costs, such as cleaning or catering, You **must**:
- (a) provide these services to Accompanying Family Members at cost; and
  - (b) identify these charges separately from the rental payments when making deductions from Worker wages. See Chapter 5 for additional requirements relating to deductions from Workers' wages.
- 3.1.10. If You have paid a security bond upfront to rent a property that will be used to accommodate any Accompanying Family Member, and it has been registered with the appropriate authority, You **may**, recover the cost of the security bond through clearly identified deductions from the relevant Worker's wages in accordance with Chapter 5.
- 3.1.11. You **must not** deduct the cost of any security bond from any Worker's wages under section 3.1.10 of this Annexure unless You:
- (a) identify this cost separately to any rental or services related deduction;
  - (b) cease the deductions immediately when the total security bond amount has been recovered; and
  - (c) refund to the relevant Worker the total amount deducted from their wage to cover the costs of the security bond at the end of the Accompanying Family Member's stay at the property.
- 3.1.12. You are entitled to retain the part, or the whole, of the total amount deducted from a Worker's wage to cover the costs of the security bond at the end of the Accompanying Family Member's stay at the relevant property where You have not been able to recover that amount of the security bond You paid directly due to the actions of the relevant Accompanying Family Member, provided that You are otherwise entitled under the agreement with the relevant Accompanying Family Member, the Deed and the law to retain that amount.
- 3.1.13. You **must**:
- (a) ensure any security bond payment deducted from the relevant Worker's wage is registered with the appropriate authority;
  - (b) explain to the relevant Worker in plain English, ensuring the information can be understood by a non-native speaker, the purpose of a security bond prior to any deductions being made from the wage of the Worker;
  - (c) have a written agreement with the relevant Worker (in plain English, ensuring the information can be understood by a non-native speaker) that clearly specifies the obligations and expectations of both You and the Worker if You intend to hold the Worker liable for any potential costs incurred because of damage to the accommodation or furnishings provided;
  - (d) not assert that the Worker is liable to You for any costs related to any damage to the accommodation their Accompanying Family Member has stayed in unless You have, and are able to provide to Us and the Worker, if requested:
    - (i) evidence of the condition of the relevant accommodation or furnishings before and after any damage has occurred;

- (ii) a Record clearly specifying the cost involved in repairing the damage (labour/parts/replacement), and that cost is reasonable in the circumstances; and
- (iii) evidence that the damage does not relate to general wear and tear of the relevant accommodation or furnishings;
- (e) provide information in writing to the Worker on how the bond will be refunded at the end of the Accompanying Family Member's stay in the relevant accommodation; and
- (f) keep a Record of any bond cost, registration, deductions, and refund, and provide a copy of these to Us and the relevant Worker, if requested.

3.1.14. You **must not**:

- (a) incorporate or add a 'bond charge' into the cost of any rent deducted from the wage of the Worker; or
- (b) make any deduction from the wage of the Worker in relation to the cost of any security bond where the security bond is not registered with the appropriate authority.

3.1.15. All accommodation costs passed on to Workers or Accompanying Family Members (including for damage repairs) **must** be at cost, and receipts or proof of cost **must** be made available on request by Us, the Accompanying Family Members or Workers (as relevant) and/or their nominated advocate.

3.1.16. You **must** ensure that, at all times, any accommodation that You provide to, or arrange for, any Accompanying Family Member:

- (a) complies with relevant state, territory and local government legislation, regulations, rules, and codes (such as those relating to fire safety), including having the relevant council approvals in place;
- (b) is fit for immediate occupation and use. This means there **must** not be any building or appliance defects, outstanding maintenance work, or health and safety issues;
- (c) is maintained in a good condition, noting that You are responsible for ensuring that general maintenance and repairs are undertaken;
- (d) has an adequate water supply that is available continuously, and is safe for drinking, cooking, bathing, and washing;
- (e) has a functioning hot water service sufficient to accommodate reasonable usage by all Accompanying Family Members who reside at the property;
- (f) provides all Accompanying Family Members who reside at the property with adequate heating, cooling and ventilation, as required and having regard to the local climate;
- (g) has adequate cooking and dining facilities, and these **must**:
  - (i) be suitable for the number of Accompanying Family Members who reside at the property;
  - (ii) not be makeshift kitchens and dining facilities;

- (iii) always be (subject to paragraph (iv) below) either inside, or if outdoors, at a minimum have sufficient cover that provides protection from various weather conditions; and
  - (iv) not be outdoors if the overnight temperatures in the region are regularly below 15 degrees.
- 3.1.17. You **must** also ensure that, when any Accompanying Family Member first arrives at any accommodation that You provide or arrange for the Accompanying Family Member, the accommodation is clean and tidy.
- 3.1.18. You **must** have in place an effective system to ensure faults are identified and repaired in a timely manner. This means that You **must**, in relation to any accommodation that You provide to, or arrange for, any Accompanying Family Member:
  - (a) as soon as You become aware of any major faults (such as broken locks, broken appliances and leaking roofs):
    - (i) immediately take steps to ensure that those faults are repaired as quickly as practicable; and
    - (ii) ensure that remedial measures are put in place if repair of the fault will take longer than 24 hours; and
  - (b) arrange the repair of any minor faults (such as dripping taps (due to faulty washers)), a broken cupboard or broken window furnishings or other faults that do not result in a breach in a timely manner, but no longer than 14 days after You become aware of the fault.
- 3.1.19. You **must** ensure that, at all times, any accommodation that You provide to, or arrange for, any Accompanying Family Member:
  - (a) is, subject to section(b), lockable;
  - (b) can be accessed by any Accompanying Family Member who resides at the property;
  - (c) is safe and secure for all Accompanying Family Members who reside at the property;
  - (d) cannot be accessed by anyone else who is not residing at property, unless such access is permitted under the Deed, including these Guidelines, or the person accessing the accommodation is authorised to do so by law;
  - (e) has lockable doors for separate sleeping and bathroom facilities, to ensure the Accompanying Family Member's privacy;
  - (f) has appropriate window coverings in good working order in all sleeping and bathroom areas to ensure the Accompanying Family Member's privacy; and
  - (g) has well-lit access between sleeping areas, living areas and bathrooms to ensure the Accompanying Family Member safety.
- 3.1.20. You **must** ensure that, in relation to any accommodation that You provide to, or arrange for, any Accompanying Family Member:

- (a) where any person (including any of Your Personnel) requires access to the property for the purposes of carrying out maintenance, repairs, services or inspections, the Accompanying Family Member(s) who reside at the property are given prior notice of such access, unless:
  - (i) the person is invited onto the property by any of those Accompanying Family Member(s); or
  - (ii) it is an emergency;
- (b) subject to section(c), access to the property for the purpose of carrying out services, repairs, maintenance or inspections is scheduled at a time agreed with Accompanying Family Member(s) residing at the property; and
- (c) an Accompanying Family Member who resides at the property, or their nominated representative (such as a representative from a relevant union or other advocate), is permitted to be at the property at the time of the access referred to in section(b), if they request.

3.1.21. You **must** ensure that, in any accommodation that You provide to, or arrange for, any Accompanying Family Member, to the extent that the property is provided furnished (in addition to the requirements set out above):

- (a) any sleeping quarters (bedrooms) are not overcrowded or set up in open living areas;
- (b) there are an adequate number of beds that are an appropriate size and level of comfort for each Accompanying Family Member who reside at the property to ensure decent, safe, and hygienic conditions for rest and sleep. This means that each Accompanying Family Member **must** be provided with:
  - (i) a separate bed with a base or bedframe (mattresses on floors, bed rolls, camp beds, swags and the like are not acceptable), except that double/queen or king beds are acceptable for spouses or de-facto partners, provided this is advised and accepted by the Accompanying Family Member; and
  - (ii) a comfortable, clean mattress; and
- (c) there is reasonable walking space and distance between beds, fixtures, furniture and exits.

3.1.22. You **must** ensure that, in any accommodation that You provide to, or arrange for, any Accompanying Family Member:

- (a) there are adequate bathroom facilities (toilets, baths/showers, hand basins) for the number of people who reside at the property; and
- (b) bathroom facilities are conveniently located and easily accessible by each Accompanying Family Member who resides at the property, and wherever possible, attached to the living quarters. Note that We do not consider portable toilets, such as port-a-loos, to be adequate bathroom facilities.

3.1.23. You **must**, in relation to any accommodation that You provide to, or arrange for, any Accompanying Family Member:

- (a) not seek to impose:

- (i) any rules on the Accompanying Family Member in relation to the property; or
    - (ii) any consequences for a failure to comply with any such rules, if imposing the rules or the consequences for failure to comply would:
    - (iii) be inconsistent with any provision in this Annexure; or
    - (iv) breach any law, including any workplace, property, privacy or tenancy laws; and
  - (b) if You do seek to impose rules on the Accompanying Family Member and consequences for non-compliance:
    - (i) clearly communicate those rules and consequences to the Accompanying Family Member, and provide a copy of the rules to them in writing; and
    - (ii) provide procedural fairness to the Accompanying Family Member in the event of a suspected non-compliance.
- 3.1.24. If any Accompanying Family Member has concerns related to the accommodation provided or arranged, You **must** take reasonable and prompt steps to resolve their concerns.
- 3.1.25. Refer to section 3.1.18 of this Annexure for further information on repairs and maintenance.
- 3.1.26. You **may** require any Accompanying Family Member to provide a notice period when moving out of accommodation You have provided or arranged for the Accompanying Family Member. Any such notice period **must**:
- (a) be compliant with any relevant laws;
  - (b) be communicated to the Accompanying Family Member when the Accompanying Family Member first moves into the accommodation and agreed by them in writing; and
  - (c) not be unreasonably onerous considering both:
    - (i) the Accompanying Family Member's right to determine where they will reside; and
    - (ii) the cost incurred by You, and the obligations imposed on You, in arranging the accommodation.

# **Annexure B Vietnam Labour Mobility Arrangement**

# Chapter 1: Overview

## 1.1 Introduction and Purpose

- 1.1.1 This document (this Annexure) is an annexure to the Pacific Australia Labour Mobility (PALM) scheme Approved Employer Guidelines (Guidelines), and forms part of the Guidelines. The Guidelines are issued by the Department of Employment and Workplace Relations (Department, Us, Our or We) under the Pacific Australia Labour Mobility scheme - Approved Employer Deed (the Deed). The Guidelines, including this Annexure, must be read in conjunction with the Deed document executed by the Approved Employer (You). Each reference in this Annexure to a:
- (a) clause 'of the Deed' is a reference to a clause in that Deed document executed by You;
  - (b) a section or chapter 'of the Guidelines' is a reference to a section or a chapter, respectively, in the main body of the Guidelines in effect at the time under the Deed; and
  - (c) section or chapter 'of this Annexure' is a reference to a section or a chapter, respectively, in this Annexure to the Guidelines (as opposed to a section or chapter in the main body of the Guidelines).
- 1.1.2 This Annexure sets out the obligations of Approved Employers participating in the Vietnam Labour Mobility Arrangement (VLMA). The obligations set out in this Annexure do not reduce the obligations set out in the main body of the Guidelines.
- 1.1.3 This Annexure may be reviewed from time to time and will be made available on the PALM website: [PALM scheme Approved Employer Guidelines | PALM scheme](#)
- 1.1.4 The Australian Government (the Government) established Memoranda of Understanding (MoUs) with each of the nine (9) Pacific Island countries and Timor-Leste that participate in the Pacific Australia Labour Mobility scheme (the Scheme). The MoUs and the Implementation Arrangements which sit under them, set out the responsibilities of the government and the Participating Countries to mitigate risks and ensure the objectives of the Scheme are met.

## 1.2 Definitions and Interpretation

- 1.2.1 Unless otherwise specified, capitalised terms in this Annexure have the meaning given in clause 1.1 of the Deed, section 1.2 of the Guidelines or otherwise in accordance with Table 1 below. As this Annexure forms part of the Guidelines, which form part of the Deed, this Annexure is to be interpreted in accordance with clause 2.1 of the Deed.

**Table 1: Glossary**

*(Acronyms/ Abbreviations/ Initialisations)*

Term	Description
VLMA	Vietnam Labour Mobility Arrangement

**Table 2: Defined Terms**

Term	Description
Vietnam Government	Refers to the Government of Vietnam and the agencies identified at clause 1.4.1 of Annexure B

## 1.3 Recruiting Workers under the VLMA

### Background

- 1.3.1 The Australian Government entered an arrangement under a Memorandum of Understanding (MoU) with the Vietnam Government in support of citizens of Vietnam undertaking unskilled, low-skilled and semi-skilled temporary work in the Australian agriculture sector. The MoU and the supporting Implementation Arrangements set out the responsibilities of the relevant authorities of Australia and Vietnam to ensure the objectives of the MoU are met.
- 1.3.2 Participation in the VLMA is optional for Approved Employers. Only those Approved Employers who meet the eligibility criteria and who are favorably assessed against the selection criteria will be permitted to participate.
- 1.3.3 Approved Employers selected to participate in the VLMA may be required to enter a separate commercial arrangement with approved labour supply providers in Vietnam. It is the Approved Employer's sole responsibility to understand and comply with the terms and conditions of any commercial arrangement entered.
- 1.3.4 Information on the Vietnam LMA is available at [www.palmscheme.gov.au/vietnam-labour-mobility-arrangement](http://www.palmscheme.gov.au/vietnam-labour-mobility-arrangement).
- 1.3.5 If You apply to participate in the VLMA and are selected, You **must** comply with the obligations set out in Chapter 2.

## 1.4 Vietnam Organisations

### Vietnam Government

- 1.4.1 Under the VLMA, the key Vietnamese Government organisations involved in the recruitment and management of Vietnamese Workers in Australia include:
  - (a) Ministry of Home Affairs (MOHA), and
  - (b) Vietnam Department of Overseas Labour (DOLAB)

### Vietnam Labour Sending Pathways

- 1.4.2 Under the VLMA, there are two recruitment pathways available:
  - (a) Vietnamese recruitment agencies that are licensed by MOHA to provide services in sending Vietnamese citizens working overseas; and
  - (b) non-business state organisations endorsed by DOLAB to recruit Workers for the PALM scheme.



# Chapter 2: Obligations of Approved Employers who participate in the VLMA

## 2.1 Recruiting Workers

### *Deed clauses 9 and 10*

- 2.1.1 For all recruitments, You **must**:
- 2.1.2 have received Notice from the Department informing You that You have met the eligibility and selection criteria and may recruit Workers under the VLMA;
- 2.1.3 comply with any stated requirements under that Notice, including any stated recruitment caps;
- 2.1.4 only recruit Workers from Vietnamese recruitment pathways that the Department has advised are participating in the VLMA, and in accordance with the Deed and Guidelines;
- 2.1.5 only recruit unskilled, low-skilled and semi-skilled Workers for the Australian agriculture sector, including, meat processing, horticulture, fisheries (including aquaculture) and forestry;
- 2.1.6 ensure that candidates you are considering for recruitment are registered with a recruitment service provider as specified by the Department as being one of the endorsed VLMA recruitment service providers;
- 2.1.7 provide the VLMA recruitment service provider with Offers of Employment (OoE), signed by You, for each selected candidate; and
- 2.1.8 ensure each recruitment is for a minimum of six (6) months.
- 2.1.9 When submitting Your Recruitment Plan and OoEs to the Department, You **must** include details of Your recruitment service provider/s.

## 2.2 Managing Worker Grievances - VLMA

### *Deed clause 36*

- 2.2.1 In addition to the requirements in the Guidelines, You recognise that all complaints made about any Vietnamese recruitment service provider by You or Vietnamese Workers in Australia to the Department will be referred to the Vietnam Government.
- 2.2.2 You **must** make Workers aware of how they can raise a Grievance with You and how any Grievance against a Vietnamese recruitment service provider may be escalated to the Vietnam Government.

## 2.3 Exceptions to the PALM Guidelines

- 2.3.1 Under the VLMA, an Approved Employer may undertake a Portability Arrangement for a Worker in accordance with sections 2.3.2 and 8.7 of the Guidelines. If an Approved Employer undertakes a Portability Arrangement involving Workers participating in the VLMA, any transfer of a Worker **must** only occur between Approved Employers who are approved to participate in the VLMA. For the avoidance of doubt, a Worker participating in the VLMA may not be transferred to an Approved Employer who is not approved to participate in the VLMA under a Portability Arrangement.
- 2.3.2 Annexure A - Family Accompaniment Pilot does not apply.