STRATEGIC WORKFORCE ADVISORY GROUP
TERMS OF REFERENCE

1. Purpose

1.1. The purpose of a Strategic Workforce Advisory Group (SWAG) is to establish a dedicated group of experts and stakeholders from industry, unions and government to provide advice, industry insights and guidance on workforce related matters and project priorities for Service and Creative Skills Australia (SaCSA).

1.2. The SWAG will promote open dialogue and co-operation between industry, unions and government.

1.3. Five (5) SWAGs will be established for each of the following sectors:

- Arts
- Personal Services
- Retail
- Tourism
- Hospitality

2. Role of the SWAG members

2.1. To support the SWAG purpose, members of a SWAG will:

a. offer insights into the vocational training and skills needs of that industry sector;

b. provide advice on career and educational pathways, opportunities and priorities;

c. share intelligence and discuss industry wide challenges and opportunities;

d. share insights, where appropriate, regarding any opportunities or improvements to workforce matters;

e. share outcomes and findings from current or previous strategies, initiatives or actions to address skills, labour market and workforce planning needs;

f. consider cross-jurisdictional legislative frameworks and training products to inform the SWAG's advisory function;

g. consider the workforce needs of a wide range of individuals, including but not limited to employers, employees, learners and trainers; and

h. consider the diversity, equity and inclusion of employees, employers and learners in forming advice and recommendations to workforce matters.

3. Operational and membership arrangements

3.1. The SWAG will comprise of no less than six (6) and no more than twenty-one (21) individuals.

3.2. A member of the SWAG does not need to be a member of SaCSA.

3.3. At least one (1) member of any SWAG must be a Board Director of SaCSA.

3.4. Members of the SWAG aim to meet three (3) to four (4) times a year.

3.5. The Board Director may be the Chair of the SWAG.

3.6. SWAGs may meet in-person or virtually.

3.7. A representative from Federal Government Departments may attend any or all SWAG meetings as an observer.

3.8. Other industry stakeholders may be invited by the SWAG Chair or SaCSA management to be a guest speaker and present at a SWAG meeting.

3.9. SaCSA Technical Committee members are eligible to apply to join a SWAG through the normal application process and their application will be reviewed and assessed by SaCSA management as set out in the SWAG Assessment and Selection Process.

3.10. An agenda and any relevant papers will be circulated to members of the SWAG at least five (5) business days prior to a meeting.

3.11. The CEO of SaCSA or their proxy may attend any or all meetings.

3.12. Select members of the SaCSA team may attend any or all meetings.

3.13. A SaCSA staff member may attend the meetings for the purpose of note taking and record keeping.

3.14. SWAG Members or other persons attending may not independently record (including audio, video or screen recording) any SWAG meeting. A SWAG meeting may only be recorded by SaCSA with the prior approval of the Chair. Meeting participants will be advised before any recording commences. Any recording made by SaCSA remains the property of SaCSA and will be stored, managed and disposed of in accordance with SaCSA's records management and record retention policies.

3.15. At times, there will be a requirement for SWAGs meetings to be held by sub sector to allow for advice, industry insights and guidance on project priorities.

4. SWAG Member appointments and term

4.1. The SWAG Assessment and Selection Process sets out the criteria used by management to make recommendations for SWAG membership to the Board or SWAG Chair.

4.2. The SaCSA Board appoints SWAG members (other than Alternate Members – refer to 4.3 below), guided by recommendations from SaCSA management. SWAG members cannot send proxies to attend meetings on their behalf.

4.3. Where a SWAG Member notifies SaCSA of an absence from SWAG meetings for up to 6 months, the SWAG Chair (who is also a Board Director), in consultation with the CEO, may appoint an Alternate Member for a period of up to six (6) months. This appointment will be guided by recommendations from SaCSA management. The SWAG Chair, in consultation with the CEO, may approve an extension of three (3) months for an Alternate Member.

4.4. If requested by a SWAG Member or prospective SWAG member, the Board may approve a co-SWAG Member arrangement subject to completion of the SWAG Assessment and Selection process by Management.

4.5. The SaCSA Board or the SWAG Chair (who is also a Board Director), in consultation with the CEO, may remove a SWAG member:

- whose conduct is prejudicial to the interests of SaCSA;
- who fails to attend two (2) consecutive SWAG meetings without prior notice;
- who does not comply with these Terms of Reference, the JSC Code of Conduct and / or SaCSA policies; or
- who no longer meets the relevant criteria as assessed by management as part of the SWAG Assessment and Selection Process.

4.6. If a SWAG member resigns from their current position but remains active within the sector, the SWAG Chair, in consultation with SaCSA management, will review their eligibility to continue on the SWAG.

4.7. The term of SWAG membership is two (2) years from the Board approval date. Members can be re-appointed by the Board of Directors.

4.8. The term of the Chair will be two (2) years unless removed by the Board. There is no limit to the number of terms that the Chair may serve.

5. Conflicts of Interest

5.1. A conflict of interest occurs when a person's personal interests conflict with, or are at odds with their responsibilities as a member of the SWAG, including where those interests may influence, or be perceived to influence the SWAG members advice, insights or guidance. Conflicts may be actual, potential or perceived, and may be financial or non-financial.

5.2 Personal interests include any direct or indirect interests of an individual, whether financial or non-financial, and include the interests of family members, close associates or related entities, as well as interests arising from employment, professional activities, business relationships, investments, memberships, offices held, or other relationships.

5.3 An interest or association will be considered to give rise to a 'material' conflict if it has a reasonable possibility of influencing, or could reasonably be seen to influence, the advice, insights or guidance provided by the relevant member. In determining whether a conflict is material, regard will be had to whether the interest or association is of some substance or significance, and not merely trivial, remote or low value.

5.4 SWAG members must disclose any personal interests, associations or circumstances that could give rise to an actual, potential or perceived conflicts of interest in relation to the affairs of the SWAG, to the SWAG Chair and other members of the SWAG.

5.5 Where a conflict of interest arises:

a. the SWAG members (excluding the conflicted SWAG member) will determine whether the conflict is material and how it should be managed; and

b. where a conflict is assessed as material, the conflicted member must not be present while the matter is being considered.

5.6 Where a conflict is not assessed as material, the SWAG members may determine appropriate management actions, including whether the member may:

a. be present during discussion;
b. participate in discussion; or
c. contribute to the advice of the SWAG.

5.7 Any disclosures and decisions regarding the management of conflicts of interest must be recorded in the minutes of the meeting.

6. Reimbursement of Advisory Committee Members

6.1. SaCSA may reimburse a SWAG member for any reasonable expenses (including travelling and accommodation expenses) incurred by the SWAG member:

a. in attending SWAG meetings;

b. on the business of SaCSA related to SWAG business; or

c. in carrying out other duties as a SWAG member,

upon receipt of a valid, itemised invoice in respect of such expenses.

6.2 For the purposes of clause 6.1, reimbursement will be at the discretion of SaCSA and the expenditure must be approved in advance.

7. Powers

7.1. The SWAG has an advisory role to assist SaCSA and the Board and does not have any power to commit the organisation or Board to any advice given, except if it has express, delegated authority from the Board.

7.2. Based on SaCSA's priorities and in consultation with management, the SWAG may establish a subgroup for a specific purpose and duration, comprising all or a portion of the current members of the SWAG. The subgroup will be bound by the SWAG Terms of Reference.

8. Confidentiality and fit and proper persons

8.1. SWAG members must keep all deliberations, and advice of the SWAG, which are not publicly known, confidential. In addition, all information received or presented at SWAG meetings remains confidential unless otherwise authorised by SaCSA.

8.2. Any confidential information received by a SWAG member in their position as a member of a SWAG must not be disclosed to any third party, unless authorised by the CEO, SaCSA Board of Directors or required by law.

8.3. At all times, a SWAG member must be a fit and proper person (as defined in the JSC Code of Conduct) to perform their duties and functions in accordance with these Terms of Reference.

8.4. The SWAG Chair (who is also a Board Director), in consultation with the CEO, has the authority to take any action necessary against any member of a SWAG who breaches confidentiality responsibilities and fit and proper person requirements, including removing the member from the SWAG.

9. Review

9.1. A review of the Terms of Reference for a SWAG may be undertaken by the Chair of the SWAG and/or SaCSA management. Any recommended changes to the Terms of Reference must be approved by the Board of Directors before taking effect.

9.2. These Terms of Reference were adopted by the Board of Directors on 15 February 2024 and last reviewed and approved by the Board on 27 August 2026.