

Law Council of Australia

# RRR Digital Treechange Terms And Conditions

August 2021



Law Council  
OF AUSTRALIA

# TERMS AND CONDITIONS

## 1. Objects & Background

- 1.1. The 'RRR Digital Treechange' is a recruitment model programme designed by the Law Council, for implementation by participating legal practices and workplaces.
- 1.2. The Law Council will not administer the participants' implementation or delivery of the programme. Rather, this initiative offers a model solution, designed to facilitate practical solutions to recruitment and retention issues in legal practices and workplaces in Australian states and territories.
- 1.3. The Law Council and its Constituent Bodies will promote this initiative as a model programme that, though these terms and conditions:
  - promote a consistency of quality and delivery; and
  - reflect the ethics and values of the Law Council and its Constituent Bodies.
- 1.4. In this way it is envisaged that, over time, the RRR Digital Treechange will build a national branding and reputation as an effective solution to RRR recruitment, that is trusted by both employers and candidates.
- 1.5. It is important to note that the 'RRR Digital Treechange' is only one of the policy responses to RRR recruitment and retention under development by the Law Council. The Law Council acknowledges that the RRR Digital Treechange does not, and cannot, address all the underlying causes contributing to recruitment and retention issues in RRR areas. The Law Council is accordingly also developing other policy responses targeting other contributing factors in consultation with its Constituent Bodies, Sections and relevant external stakeholders.

## 2. Definitions

- 2.1. **Candidates** refers to any applicants to the model Programme, as implemented by the participants.
- 2.2. **Law Council** means the Law Council of Australia, ABN: 85 005 260 622.
- 2.3. **PAE** means Post Admission Experience.
- 2.4. **Participants** means the legal practices and/or workplaces in Rural, Regional and Remote locations, who commit to these terms and conditions.
- 2.5. **Programme** means the Law Council of Australia's Digital Treechange Model Programme.

2.6. RRR means Rural, Regional and Remote.

### 3. Commitment

- 3.1. Participants who commit to these terms and conditions:
- will be permitted use of the Law Council's 'RRR Digital Treechange' logo on their websites, social media and other promotions of the Participant's business;
  - will be listed on the Law Council's 'RRR Law' webpage; and
  - consent to featuring in any promotion of the Programme as the Law Council considers appropriate.
- 3.2. In order to qualify for the benefits outlined in paragraph 3.1, Participants must deliver the model as outlined in **section 4**, and otherwise comply with these terms and conditions. This is to ensure, as far as is reasonably possible:
- consistency of quality and delivery of the Programme;
  - that Participants reflect the ethics and values of the Law Council and its Constituent Bodies; and
  - that candidates can have confidence in recruitment programmes bearing the 'Digital Treechange' brand.
- 3.3. Participants availing themselves of the benefits outlined in paragraph 3.1 will be taken as having committed themselves to these terms and conditions.
- 3.4. If, for any reason, the Law Council considers that a Participant does not reflect the objectives in 3.2 above and/or is not complying with these terms and conditions, the Law Council reserves the right to take any of the steps as outlined in **section 6**.
- 3.5. It is the responsibility of the Participant to ensure that the Law Council is advised:
- of any changes or updates to business, contact and other relevant details; and
  - if the Participant no longer wishes to participate in the Programme.

### 4. Model Programme

#### Overview

- 4.1. The 'Digital Treechange' initiative aims to overcome the 'barrier of the unknown' for lawyers considering RRR practice. Rather than having to relocate (with all the associated difficulties) before knowing much about the Participant's workplace, the work, the area and the lifestyle; the 'Digital Treechange' initiative provides for candidates to work remotely for a RRR participating workplace, for a defined trial period. This will allow the candidate

to get a sense of the work and workplace prior to relocating and, conversely, gives the Participant an opportunity to trial the candidate beforehand.

- 4.2. At the conclusion of the trial period, and if the Participant and candidate are both willing to proceed, the candidate would then be required to relocate to the Participant's RRR workplace location.
- 4.3. During the trial period the candidate is to visit the participant's workplace on-location for a short period, so that both parties can make fully informed decisions at the conclusion of the trial period.
- 4.4. Unless otherwise indicated, the Law Council owns the copyright and all other intellectual property rights in all text, graphics, information, designs, data and other content forming part of the Programme. Where Participants have signed up to the Programme, the Participant may not alter or modify the Programme and retain the benefits addressed in paragraph 3.1.

## Duration

- 4.5. In the initial rollout of the Programme, the Law Council is piloting two streams of the RRR Digital Treechange model:
  - a 6 week programme; and
  - a 3 month programme.
- 4.6. This aspect of the Programme will be reviewed, as outlined in **Section 7** below.

## Recruitment

- 4.7. Candidates with suitable qualifications and experience are recruited through the usual recruitment processes utilised by Participants, however the interviews are to be conducted via remote access technologies such as Zoom, Skype or Teams.
- 4.8. In-person interviews, if desired by the candidate, will not be a contravention of this model. However, Participants cannot require in-person interviews and retain the benefits outlined in paragraph 3.1 above.
- 4.9. Participants must provide accurate information to the candidate as soon as reasonably possible in the recruitment process, in respect of the following:
  - The applicable pay/salary;
  - The applicable contractual arrangements including type of employment and notice periods in respect of both:
    - the trial period; and
    - in the event that the candidate is retained.
  - What support the candidate will receive:
    - during the trial period; and

- if successful, upon relocating to the RRR area.
- The type and practice area of work available;
- Any restrictions to work during the trial period that is likely to change following any relocation - for example, the availability of in-person court work;
- The availability of:
  - Accommodation (including affordability);
  - Amenities such as grocery stores, doctors, shopping, postal services; and
  - Attractions for recreation; and
  - Where the candidate can obtain further information regarding the RRR area.
- Information must also be provided in respect of arrangements for the on-site visit(s) during the trial period, if successful, including whether suitable accommodation is provided and, if not, where it can be obtained.

### Remote-access trial period

- 4.10. Participants offering the 'Digital Treechange' agree to offer a trial work period to successful candidates for the durations outlined in paragraph 4.5.
- 4.11. During this trial period, the candidate is to be provided with a supervisor who is:
- easily contactable within work hours; and
  - available for at least a 15 minute one-on-one meeting, via phone or video-conferencing each work day.
- 4.12. During the trial period, there is to be a scheduled visit to the Participant's physical workplace for a short period, so that both parties can make fully informed decisions at the conclusion of the trial. This visit will be:
- For the 6 week stream: 5 business days completed over the course of the trial; and
  - For the 3 month stream: 10 business days total that can be split, with at least 5 business days completed by the 6 week mark.
- 4.13. Participants may consider providing additional incentives to attract candidates, such as providing tour of the area, a buddy or mentor and/or accommodation during the on-site visit depending on the resources of the Participant.
- 4.14. In order to qualify for the benefits outlined in paragraph 3.1, Participants must:
- only offer the position on a paid basis and in compliance with state/territory and federal workplace laws; and
  - be transparent with its applicants about pay in the recruitment process.
- 4.15. Participants further agree that any employment contract for the remote access trial period addresses the use of the candidate's de-identified information as outlined in paragraphs 5.8 to 5.13 below.

## Conclusion of trial-period

- 4.16. At the conclusion of the trial period a performance review is to be conducted, in line with the usual practise utilised by the Participant.
- 4.17. Successful candidates who pass the trial period/probation period are to be offered ongoing positions on a paid basis, and in compliance with state/territory and federal workplace laws.
- 4.18. It is imperative that the position offered to the successful candidate reflects the same terms, as far as it is reasonably possible, discussed at the recruitment stage. Failure to accurately represent the position ultimately offered may be treated as a contravention of these terms and conditions and result in steps being taken in accordance with **section 6**.
- 4.19. Successful candidates (excluding graduates) are to be allowed a reasonable amount of time to relocate to the RRR area of not less than 30 days, unless a shorter period is desired by the candidate.
- 4.20. Graduates are not required to relocate until they have graduated.
- 4.21. Participants may consider offering additional support or assistance with this relocation, such as bonus annual leave days, assistance with finding accommodation and/or a RRR 'buddy', mentor or guide, depending on the resources of the participant.

## 5. Terms of programme

### Recruitment practises

- 5.1. Commitment to this Programme does not restrict Participants from utilising other recruitment methods. However, any diversion from the model as outlined in **Section 4** will not be considered a Programme for the purposes of paragraphs **3.1**.
- 5.2. Moreover, the Law Council reserves the right to take any steps as outlined under **section 6**, if it considers any of the recruitment and other activities of the Participants do not reflect the ethics and values of the Law Council and its Constituent Bodies.

### Policies and procedures

- 5.3. In order to qualify for the benefits outlined in paragraph **3.1**, Participants must:
  - be signatories to the Law Council's [Diversity and Equality Charter](#) and [Equitable Briefing Policy](#); and

- to have policies addressing, and deliver training, on:
    - sexual harassment;
    - workplace bullying;
    - discrimination;
    - cultural awareness;
    - work, health and safety (including in respect of online working); and
    - complaints/grievance processes and procedures.
- 5.4. The policies and training referred to in paragraph 5.3 must be reviewed and delivered at least every 2 years.

### **Remote access technologies**

- 5.5. Participants must provide suitable and secure remote access technologies to facilitate the implementation of the Programme for the duration of the trial period.
- 5.6. Participants must offer a contact person, who is accessible remotely, who can assist the candidate with setting up the remote access system and with any technical problems that may arise during the remote access trial period.

### **Data collection and privacy**

- 5.7. Participants agree that at the conclusion of the 'Digital Treechange' trial period, they will complete, and invite the candidate to complete, a survey available on the Law Council's RRR Law webpage.
- 5.8. While this survey will require identifying details from the Participants, this survey will only collect de-identified information about the candidates from the Participants. Candidates who choose to complete a survey themselves will have the option to remain anonymous.
- 5.9. Participants agree that any employment contract for the remote access trial period addresses the use of the candidate's de-identified information for the purposes of the survey.
- 5.10. The Law Council will treat any information provided in the survey as confidential, and agrees not to report or disclose the information reported other than on an aggregated, anonymised basis.
- 5.11. Participants otherwise agree that the Law Council may collect and store personal information provided by the Participant when:
- signing up to participate in the Model programme; and
  - completing the survey at the conclusion of the trial period.
- 5.12. In addition to any permitted use set out in this section, Participants agree that the Law Council has permission to collect, disclose and use the Participants personal and company information to:

- track and record the downloading of these terms and conditions and related documentation on the Programme; and
- compile reports regarding data and trends on a de-identified and anonymised basis.

## **6. Contravention of terms**

- 6.1. The Law Council reserves the right to take the following actions in respect of Participants who fail to comply with these terms and conditions:
- Remove references to the Participant from any Law Council websites, including the RRR Law webpage, social media accounts and promotional materials as it considers fit;
  - Rescind any permissions to use the Law Council's 'RRR Digital Treechange' logo, brand, graphics, text, designs, data, information and any related intellectual property or content forming part of the Programme;
  - Take any other steps as it deems appropriate on the circumstances.

## **7. Review and changes to these terms**

- 7.1. This Programme will be reviewed on an annual basis, to ensure that it remains fit for purpose. This may also consider whether the ambit or focus of the Programme should be expanded or amended.
- 7.2. The Law Council may change these terms and conditions at any time without notice. Participants agree to be bound by the changed terms and conditions if they implement the Programme after the terms and conditions have changed.
- 7.3. Participants are advised to check the Law Council's RRR Law webpage regularly to ensure familiarity with an up-to-date version of the Programme.
- 7.4. The Law Council may release the Programme under different terms and conditions or stop making available the Programme in its sole discretion at any time.