Queensland Construction Productivity Code 2026

DELIVERING FOR QUEENSLAND

Queensland Government

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1. Statement on the Code

The Queensland Government is a major purchaser of construction services and has a responsibility to ensure public investment delivers value for money, productive workplaces and high standards of conduct. The Queensland Construction Productivity Code 2026 (the Code) establishes the Government's expectations of all participants involved in publicly funded construction work and provides a framework for promoting lawful, safe, productive and respectful workplaces. This Code is complementary to the Queensland Procurement Policy 2026.

Protecting taxpayer investment through productivity and value for money

Queensland taxpayers expect publicly funded projects to be delivered efficiently, on time and within budget. The Code supports these outcomes by promoting productivity, innovation, effective workplace management and cooperation between project parties. Compliance with the Code assists in achieving better project delivery outcomes while ensuring public funds are used responsibly and effectively. The Government expects all parties to contribute to improved industry performance and the efficient delivery of public infrastructure and services.

Establishing lawful, respectful and construction workplace practices

The Government supports a construction industry characterised by lawful conduct, mutual respect and constructive workplace practices. The Code promotes modern industrial relations practices that encourage cooperation, good faith engagement and compliance with workplace laws. Industrial relations systems and workplace practices must not be misused to create unnecessary disruption, delay projects, undermine productivity or disadvantage workers, employers or the community. All participants are expected to contribute to a culture that supports respectful engagement, lawful conduct and effective resolution of workplace issues in the public interest.

Applying consistently across all industry participants

The Code applies to participants involved in the delivery of Queensland Government construction work, including client agencies, principal contractors and subcontractors, where their activities fall within the scope of the Code. Each participant is responsible for compliance with those requirements of the Code that are relevant to its role and activities and within its contractual influence and practical control. Participants must take all reasonable steps to ensure their workplace practices and contractual arrangements support compliance with the Code. This approach establishes consistent standards across Government-funded construction work while recognising the respective responsibilities and capacity of individual participants to influence project outcomes.

Maintaining eligibility for Government work through demonstrated compliance

Compliance with the Code is an ongoing condition of participation in Queensland Government construction work. Parties must cooperate with compliance monitoring and be able to demonstrate adherence to Code requirements throughout the life of a project. Continued access to Government procurement opportunities depends on maintaining compliance with the Code.

The Queensland Government's expectation is clear: parties benefiting from publicly funded building and construction work must deliver value for taxpayers, maintain lawful and respectful workplace practices, comply with the Code requirements, and demonstrate that compliance as an ongoing condition of participation in Government funded construction projects.

2. Commencement

From the date the Code takes effect, all new government funded construction work released to market for an expression of interest or request for tender will be required to comply with its provisions.

The Code does not apply to:

1. a procurement where the request for tender, expression of interest or other substantive invitation to the market was issued before the Code commencement date;
2. a contract entered into before the Code commencement date;
3. work undertaken under, or as a variation, extension, option or additional package forming part of, a contract or procurement commitment made before the Code commencement date; or
4. an existing project, program, stage or package that has passed a prescribed procurement or commercial commitment milestone before the Code commencement date or a rolling program of work focused upgrades or maintenance.

However, the Minister for a client agency may seek approval in writing from the Responsible Minister to apply the Code to an existing procurement process or contract.

3. Application and scope

The Code applies to **all publicly funded construction contracts exceeding $150 million in value** where an expression of interest or request for tender is issued on or after the commencement date of the Code.

However, the Minister for a client agency may seek approval in writing from the Responsible Minister to apply the Code to publicly funded construction contracts below $150 million.

The Code only applies to parties who participate in on-site activities.

The Code does not apply to any construction work that is privately funded.

In exceptional circumstances, and where the exemption is considered to be in the public interest, a client agency may seek exemption from one or more requirements of the Code.

3.1 How does the Code apply in practice?

Each individual provision in the Code applies using the following terms:

- **must:** it is mandatory to apply the provision
- **should:** while it is not mandatory to apply the provision, the provision represents best practice, and all parties are encouraged to apply the provision where practical
- **may:** while it is not mandatory to apply the provision, parties have flexibility and authority to apply the provision.

The glossary contains a list of meanings of terms used in this document.

3.2 Government-owned and government-operated delivery entities

The Code does not apply to construction work undertaken by a Queensland Government department, agency or government-owned or government-operated delivery entity using its own workforce, including RoadTek and QBuild or to local councils engaged to undertake works on behalf of the Queensland Government.

3.3 Relationship with Queensland Procurement Policy and Supplier Code of Conduct

The Queensland Procurement Policy (QPP) 2026 is the lead document for the Queensland Government Procurement Framework. The Queensland Government Supplier Code of Conduct 2026 applies to suppliers in accordance with its terms.

The Code complements those requirements for Queensland Government construction procurement. They are to be applied consistently with the QPP and Supplier Code of Conduct 2026 and do not displace obligations or processes applying under those instruments.

Where the Code imposes an additional construction-specific requirement, agencies must implement that requirement consistently with the QPP, including its requirements relating to value for money, fair and open competition, supplier participation, procurement assurance and contract management.

The QPP and Supplier Code of Conduct 2026 prevail in the event of any inconsistency or conflict with the Code.

3.4 Relationship with Queensland Prequalification (PQC) system

All suppliers who undertake construction work for the Queensland Government and where the building project is valued at more than $1 million, must first be prequalified through Queensland's whole-of-government Prequalification (PQC) System.

As part of the PQC application process, applicants are required to provide or verify certain information including details of:

- Portable long service leave - QLeave registration number or copy of certificate
- Workers' compensation insurance (WorkCover Queensland certificate of currency or self-insurance)
- Queensland Building and Construction Commission licence with maximum revenue for licensing of at least $3 million, or equivalent licence specific to my trade (licence number, licence body, licence class and any restrictions)
- Management systems (mandatory for government building projects over $50 million) and all certificates must be third party certified
- Occupational Workplace Health and Safety Management System - certified by a third party and/or accreditation under the Australian Government Building and Construction OHS Accreditation Scheme (FSC Accreditation) and supporting documents
- Women in construction (mandatory for government building projects over $100 million) by providing a current gender equity or workforce diversity plan or other suitable information and evidence.

Under the Code where the above list of information is required, and this information is already held by the Queensland government, the material can be incorporated by reference rather than being resubmitted.

Note: This section does not apply to the Department of Transport and Main Roads, which uses the National Prequalification System for Civil (Road and Bridge) Construction Contracts. Equivalent prequalification and assurance information held under that system may be incorporated by reference for Code purposes.

3.5 Relationship with the *Fair Work Act 2009* (Cth)

This Code does not displace or alter any requirements under the *Fair Work Act 2009* (Cth).

The Code is not intended to require, support or encourage conduct that is in contravention of the *Fair Work Act 2009* (Cth). If any part of the Code could be read as requiring or encouraging behaviour not consistent with their legal obligations, that part does not apply to the extent of the conflict.

If a party considers that compliance with the Code would contravene the *Fair Work Act 2009* (Cth), it must notify the Department of State Development, Infrastructure and Planning within 48 hours, outlining the reasons and circumstances, and provide any further information reasonably requested.

The Department of State Development, Infrastructure and Planning or Responsible Minister may issue a Practice Direction stating when and how that part of the Code does not apply in relation to the matter identified. While the Practice Direction is in effect, the relevant part of the Code is taken not to apply.

4. Responsibilities

4.1 Principal contractor responsibilities

Principal contractors must take reasonable steps within their contractual influence and practical control to support compliance with the Code by subcontractors engaged to perform work on the project site.

Key responsibilities include:

- *Build compliance into contracts and systems:* Principal contractors must ensure the Code is built into contract-management processes and ensure tender, and contract documents are comprehensive and clear about compliance requirements. Contracts must include legally enforceable warranties that the principal contractor, subcontractors, consultants and related entities will comply with the Code and legal consent to the Department of State Development, Infrastructure and Planning and other Queensland Government authorised personnel to monitor and investigate compliance as indicated in the Code.
- *Actively manage compliance with the Code:* Use all reasonable efforts to ensure subcontractors, consultants and related entities comply with the Code and actively monitor the discharge of their workplace relations obligations.
- *Prepare and follow the workplace relations management plan:* prepare a Workplace Relations Management Plan (WRMP), comply with it, and act consistently with the tender response. The WRMP must cover labour sourcing, workplace arrangements, subcontractor management, industrial-relations risks, disputes, site access, productivity and delivery within budget and on time.
- *Report unlawful conduct or breaches quickly:* Notify the Department of State Development, Infrastructure and Planning and client agency within 24 hours of becoming aware of threatened, possible, likely or actual unlawful industrial conduct, or a breach of the Code.
- *Report disputes and project impacts:* Report industrial relations or work health and safety grievances or disputes that may affect costs, other contracts or deadlines within 24 hours. Give regular updates on resolution efforts, establish procedures for early reporting, and accurately record and promptly provide lost-time information.
- *Respond to industrial action:* Take reasonable steps to resolve industrial action that could affect project delivery, report it within 24 hours, and use all reasonable efforts, including legal remedies where available, to prevent or end unprotected industrial action.
- *Cooperate with compliance checks:* Ensure the Department of State Development, Infrastructure and Planning is given access to relevant work, records and people; comply with reasonable access and information requests; and cooperate with investigations.
- *Maintain lawful workplace practices:* Avoid sham arrangements, unlawful avoidance of obligations, improper right-of-entry arrangements, and workplace arrangements that restrict lawful workforce flexibility or productivity.

4.2 Subcontractor responsibilities

Subcontractors must as far as reasonably practical comply with the Code and all legal requirements that apply to their work and to the extent relevant to their control.

A subcontractor is subject only to those Code requirements that are relevant to the work or services it performs in connection with covered work.

Key responsibilities include:

- *Comply with the Code:* From the time they submit a tender for or enter a covered public-work contract, subcontractors must comply.
- *Give contractual commitments and access:* Contracts must include a warranty to comply with the Code. They must allow the Department of State Development, Infrastructure and Planning to inspect relevant work, records and documents, and interview people where needed to check compliance.

- *Meet legal obligations:* Comply with applicable laws, court or tribunal orders, and industrial instruments. They must not use sham contracting, arrangements designed to avoid legal duties or strike-pay obligations, improper right-of-entry arrangements, or practices that undermine freedom of association.
- *Comply with work health and safety duties:* Meet all applicable WHS obligations and maintain appropriate safety, risk-management, training, incident-reporting, rehabilitation and record-keeping practices.
- *Follow lawful right-of-entry rules:* They must not relax or bypass statutory right-of-entry requirements or allow unauthorised people to monitor workplace arrangements.
- *Report unlawful conduct or breaches quickly:* Notify the Department of State Development, Infrastructure and Planning within 24 hours of becoming aware of threatened, possible, likely or actual unlawful industrial conduct, or a breach of the Code.

4.3 Client agency responsibilities

Government agencies must ensure any party engaged to undertake publicly funded construction work complies with the Code. This requires agencies to embed Code requirements in procurement and contract management processes and use all reasonable efforts to monitor compliance and notify of any breaches.

Key responsibilities include:

- *Establish internal coordination procedures:* They must ensure there are clear procedures in place for managing all Code matters that relate to the client agency (e.g., reporting, exemption requests).
- *Embed the Code in procurement processes:* They must ensure expressions of interest, tenders and contracts clearly state Code requirements and compliance is part of the agency's contract-management systems.
- *Require contractual commitments:* Contracts must require the principal contractor and subcontractors to comply with the Code as well as allow the Department of State Development, Infrastructure and Planning to inspect works and records and interview relevant people. Actively manage contractors and delivery partners for their compliance with their executed contract using all reasonable efforts.
- *Refer notifications:* The client agency must be notified within 24 hours of relevant unlawful industrial conduct, disputes, industrial action, or work health and safety matters that could affect cost, timing or related contracts. It must also receive ongoing updates from the principal contractor about how the issue is being addressed. The client agency must also refer notifications received to the Department of State Development, Infrastructure and Planning within a timely manner.
- *Act on compliance findings:* After a breach is confirmed, the client agency must take appropriate action (where relevant within the terms of the contract) and report its response to the Department of State Development, Infrastructure and Planning.
- *Consider exemption requests robustly:* An exemption from parts of the Code is only available in exceptional circumstances and where it is in the public interest. The client agency Chief Executive must document the reasons fully and submit them to the responsible Minister.
- *Cooperate and work collaboratively with Department of State Development, Infrastructure and Planning*.

4.4 Industry associations

Industry associations should contribute towards making the Code operate effectively.

Where a principal contractor or sub-contractor entity is found to have breached the Code, the circumstances of the breach may be referred to the relevant industry association for appropriate action under the association's rules or Code of practice.

4.5 All parties responsibilities

All relevant parties should play an active role in achieving and maintaining these standards by promoting the Code in all activities and promptly take action to address any issues as well as adopting and promoting a cooperative, non-adversarial approach and communicating honestly in all relationships and business dealings; and improve skills and capabilities in procurement, financial planning, management and business efficiency.

All parties to the Code must:

- maintain confidentiality, particularly in connection with commercial issues;
- operate within the law and comply with all relevant laws and applicable standards (e.g., work health and safety, right of entry, industrial relations, employment, training, environmental management);
- comply and promote compliance with the provisions of applicable awards or enterprise agreement, dispute settlement procedures, all orders, formal directions and decisions of any court of competent jurisdiction; and
- report any suspected non-compliances with the Code to the Department of State Development, Infrastructure and Planning.

4.6 Responsible Minister

The Minister for Industrial Relations has overall responsibility for the administration of the Code. The Minister must report on performance with the Code to the Cabinet at least annually.

5. Project and contract management

5.1 Project planning

Specific project management principles and processes for government agencies are detailed in the Queensland Project Assurance Framework.

All parties have a responsibility to ensure that effective project planning is carried out and that an appropriate level of expertise and resourcing is applied to the process. In addition, all parties should adopt a proactive approach to project planning by:

- applying strategic management principles
- clearly defining project scopes
- developing clear risk-identification and management strategies, including industrial relations
- identifying planning and resource issues early, including human, physical, work health and safety, rehabilitation, environmental and financial concerns
- establishing and maintaining well-defined lines of communication
- clearly defining roles and responsibilities
- deploying staff to tasks who have appropriate technical qualifications, skills and experience
- preparing contingency plans
- seeking approval to subcontract or sub-contract core works.

5.2 Contract management – all parties

All parties should adopt a cooperative approach to contracting and contract administration including to:

- cooperate and maintain communication and relationships with other parties in the administration of contracts so they may fulfil their contractual obligations and mitigate potential cost and time overruns
- maintain confidentiality
- appoint personnel with appropriate levels of skill, competence and authority to administer contracts

- respond promptly to reasonable requests for advice and information
- cooperate to minimise problems, claims or disputes
- adopt a non-adversarial approach to dispute resolution to the extent that legal recourse is reserved as a last resort
- fulfil the commitments made in the tender in respect of work health and safety systems and standards and commitment to apprentices and training.

Further all parties should devote an appropriate level of skill and competence to the management and administration of contracts. This includes:

- technical skills and experience
- financial skills
- knowledge of the applicable procurement and contract system
- commercial expertise
- identification and allocation of risk.

5.3 Contract management – client agency

Specific contract management requirements for government agencies are detailed in the QPP. The QPP requires agency procurement policies and/or procedures to specify how contracts will be managed, including establishment, disclosure, performance, renewal and recording.

Compliance with the Code must be an integral component of agency contract management systems and procedures. Contracts must include a provision to obtain the consent for the Department of State Development, Infrastructure and Planning or other authorised Queensland Government personnel, to be able to access site and/or records for monitoring compliance, investigating suspected breaches and reporting on compliance with the Code.

For clarification purposes, the Code applies to all procurement methods relating to Queensland Government funded construction projects, construction contracts and consultant commissions for which expressions of interest or tenders are invited. This includes, but is not limited to:

- traditional fully documented/lump sum contracts
- public private partnerships
- alliance contracts
- managing contractor arrangements - design and construct
- construction management procurement method
- any other project funding arrangements or other procurement methods that may be introduced from time to time to reflect changes in Queensland Government contractual and delivery practices.

All expressions of interest, tender and contractual documents must clearly set out the requirements in the Code.

The form of wording may vary according to the contract form and the type of service supplied. However, the relevant contractual documents must include:

- a legally enforceable warranty by the principal contractor, subcontractors, other contractors, consultants and/or related entities (as applicable) to comply with the Code; and
- the legal consent of the principal contractor, subcontractors, other contractors, consultants and/or related entities (as applicable) to allow the Department of State Development, Infrastructure and Planning to:
  - » inspect any work, material, machinery, appliance, article or facility;
  - » inspect and copy any record or document relevant to the project; or
  - » interview any person, as is necessary to demonstrate compliance with the Code.

Where a tendering party is to be subject to an industrial instrument that has been approved by Fair Work Commission, the party must include details of any areas wherein the instrument does not conform with the requirements of the Code and for any related entity or entities in any declarations it makes to client agencies in relation to compliance with the Code.

6. Workplace Relations Management Plan

6.1 WRMP requirements for Expressions of Interest or tender response

A tenderer is not required to prepare or submit a full WRMP as part of an expression of interest or initial tender response. Instead, the tenderer must provide a written commitment that it:

- understands the WRMP requirements;
- will comply with the Code; and
- will prepare a compliant WRMP if shortlisted or otherwise invited to proceed to the next procurement stage.

Where a procurement process does not include a shortlisting or subsequent tender stage, the successful tenderer must prepare and submit a compliant WRMP before the contract is awarded or entered into.

The client agency must be satisfied that the WRMP complies with the Code before the tenderer is awarded the contract. The successful contractor must thereafter comply with the approved WRMP for the duration of the project.

6.2 WRMP requirements

The WRMP must address each of the following matters:

a) sourcing of labour requirements (e.g. trade packages, direct employees, labour hire, apprentices);

b) how workplace compliance arrangements will be regulated, including the provision of any industrial instruments;

c) how the principal contractor will ensure subcontractors comply and remain in compliance with the Code;

d) engagement of the required labour including, but not limited to:

   - » selection processes for engaging contractors, apprentices and other labour procurement arrangements;
   - » reference checks and inductions;

e) approach to developing and maintaining a productive workforce, ensuring the optimal use of labour requirements (e.g. approach to managing inclement weather and heat, rostered days off), and sourcing, selection and training of suitably experienced construction supervisors;

f) utilisation of major plant and equipment and the minimisation of unproductive time;

g) approach to relationship management with employees, employee representatives and/or unions including, but not limited to, the approach and process for communicating and consulting with the workforce;

h) approach to the use and engagement of labour hire;

i) approach to managing third party site access;

j) approach to ensuring compliance with statutory workplace rights including, but not limited to, freedom of association, freedom from unlawful coercion and freedom from unlawful discrimination;

k) approach to performance and conduct management of labour (e.g. disciplinary process to be applied);

l) identification of industrial relations risks in relation to the project and details as to the proposed approach to managing those risks, including but not limited to, the following:

   - » approach to dispute resolution;
   - » approach to dealing with demarcation disputes;
   - » response to industrial action (both threatened, impending, probable and actual, lawful and unlawful; protected and unprotected) including in respect of subcontractors;
   - » approach to management of disputes in relation to rights of entry; and
   - » approach to minimising lost time or limitations due to industrial disputes;

m) approach to the management of subcontractors, outlining:
   - » the measures to be taken to select subcontractors who have the skills, capacity and resources to comply with legislative requirements, employment obligations and the WRMP (to the extent relevant);
   - » contractual conditions to be imposed on subcontractors to ensure they comply with legislative requirements, employment obligations and the WRMP (to the extent relevant within their control);
   - » how dealings with subcontractors and other contractors are to be managed including, but not limited to, identification of representatives and methods for engaging with those representatives; and
   - » how subcontractor compliance with the workplace relations requirements will be monitored and enforced;

n) be able to demonstrate how it will:
   - » achieve the objectives of the Code on the project; and
   - » deliver the project on time and within budget;
     For example, a tenderer must be able to demonstrate how the objectives of the Code relating to costs and improved efficiency and productivity can be met in the context of any of the following (if applicable to the tenderer):
     - *restrictions on when work can be performed, such as mandated or fixed rostered day off schedules and one-in-all-in arrangements;*
     - *the potential for unexpected costs or increased costs during the life of a project, such as site allowances which are not quantifiable at the time of contracting;*
     - *adoption of a pattern agreement to a project or an industry and which has terms and conditions that are not specific to, or reflect, the needs of the enterprise; and*
     - *impositions or restrictions on the engagement and/or use of labour.*

o) demonstrate that it has a track record of delivering construction projects on time and within budget: however, if this is not possible, the tenderer must demonstrate what actions it has taken to achieve such objectives in the future;
   For example, where a tenderer has failed to deliver construction projects on time and within budget in the past as a result of industrial relations matters, that tenderer must be able to identify the reasons for the failure; and the steps it has taken to address those matters for future projects.

p) demonstrate that it has a track record of adopting efficient and productive work practices: however, if this is not possible, the tenderer must demonstrate what actions it has taken to achieve such objectives in the future;

q) demonstrate what workplace arrangements a contractor will institute to provide improved productivity and/or cost outcomes; and

r) measures to support the recruitment and retention of women.

7. Workforce management framework

The Queensland Government is committed to continuous improvement by ensuring suppliers achieve an effective workforce-management focus at the enterprise and project levels, and in the industry generally.

Workforce management requires suppliers to:

- create and maintain a safe working environment; and
- ensure productive and lawful industrial relations, including compliance with awards and/or agreements and legislation.

This means suppliers should adopt a broad-based agenda to improve productivity through:

- ensuring no impediments to construction occurring every day[1] on every site
- delivering projects on time and with respect for taxpayers' money
- ensuring high standards in work health and safety
- implementing effective workplace practices
- a continuous improvement approach to their work.

7.1 Work health and safety (WHS)

The Queensland Government attaches a very high priority to the improvement of WHS for participants in the construction industry. It is imperative that WHS management is integral to the culture of industry.

The below requirements complement the WHS requirements outlined in the Queensland Government Supplier Code of Conduct 2026 for construction procurement.

In the context of the *Work Health and Safety Act 2011*, the overall control of the management of WHS on government construction projects is the responsibility of the principal contractor. The principal contractor for the project is defined in *Work Health and Safety Act 2011* (section 20 - person with management or control of a workplace) and the *Work Health and Safety Regulation 2011* (section 293 – definition of principal contractor).

Principal contractors, in meeting their WHS duties will:

- take all practical steps to ensure their suppliers and workers engaged in work subject to the contract comply with all relevant legislation;
- maintain a documented WHS management plan for each project;
- obtain a copy of the safe work method statement before high-risk construction work commences and ensure compliance with the safe work method statement;
- implement a monitoring and self-assessment regime; and
- ensure on-site work health and safety provisions are met.

All other parties, as duty holders, must also meet their WHS duties under the *Work Health and Safety Act 2011* (e.g., officers; designers of plant, substances, structures; workers; and other persons).

Suppliers are required to implement comprehensive management systems, ensuring a safe working environment, in compliance with existing WHS laws. Implementation of a managed and systematic approach to WHS provides definition of roles, duties and responsibilities for all parties involved on the project and will drive continuous improvement of individual and industry performance.

Senior management commitment to safety

A tenderer must have policies and practices that demonstrate its senior managers are proactively involved in, and committed to, achieving safety objectives and improving safety outcomes on the project.

1 Subject to the application of the *Holidays Act 1983* (Qld), which establishes Queensland's public holidays

Such commitment may be demonstrated by:

- recognition under the Queensland Government prequalification system;
- the tenderer's work health and safety policy/ commitment statement;
- governance structures and reporting requirements that enable senior management to understand and respond to WHS issues on the project including the identification of WHS and rehabilitation personnel, WHS and rehabilitation responsibilities and accountabilities and WHS and rehabilitation reporting lines.

Effective work health and safety risk management

A tenderer must have in place policies and practices and be able to demonstrate:

a) detailed risk management processes that can be applied to both the design and construction phases of the project;
b) processes for reviewing, updating and communicating the WHS and Rehabilitation Management Plans;
c) provision of adequate WHS and rehabilitation resources during the project, including human resources, financial resources and technical resources;
d) emergency response and incident management processes, including identification of personnel with specific responsibilities and proposed engagement with emergency services prior to and during the project;
e) processes for the preparation and communication of task specific safety procedures (e.g. safe work method statements), including sample procedures for addressing high risk construction activities (e.g. work at heights);
f) processes for ensuring all persons working on the project receive necessary information and training, including general induction training, site induction training and task-specific training;
g) reporting and investigation of incidents resulting in (or with the potential to result in) personal injury and property damage;
h) strict adherence to lawful right of entry provisions;
i) appropriate WHS and rehabilitation performance monitoring, auditing and reporting processes for the project, including frequency and responsible personnel;
j) appropriate systems for case management and rehabilitation of injured workers; and
k) appropriate record-keeping and document management systems.

A tenderer must be able to demonstrate that it has a track record of delivering construction projects safely. However, if this is not possible, the tenderer must demonstrate what actions it has taken to achieve such a track record in the future. For example, where a tenderer has failed to deliver construction projects safely in the past, that tenderer must be able to identify the reasons for the failure; and the steps it has taken to address those matters for future projects.

WHS Consultation and issue resolution

A tenderer must have policies and practices and demonstrate how it will engage with other parties about safety on the project and resolve safety issues that arise in order to achieve the objectives of the Code, including how it will promote the highest standards of safety practice in the industry as well as the delivery of the project on time and within budget.

A tenderer must have a process for each of the following, aligning with *Work Health and Safety Act 2011* (where relevant):

- **Consultation with workers and employee representatives:** which addresses determination of designated work groups, election and training of health and safety representatives, establishment of health and safety committees, agreement on specific roles and rights for Health and Safety Representatives (HSRs) and committee members, establishment of WHS right of entry protocols and the procedural requirements for consultation (e.g. how consultation is to occur – in person, via email, through HSR);
- **Consultation, cooperation and coordination with other stakeholders:** which addresses transfer of knowledge and information before and during the project, allocation of WHS roles and

responsibilities, collaboration about risk management and emergency response and communication/ reporting protocols. Relevant stakeholders may include (depending on the project) other contractors/ consultants, residents or occupiers near the project site; utility/asset owners and emergency services;

- **WHS issue/dispute resolution:** which addresses reporting of WHS issues to the tenderer, roles and responsibilities for responding to issues reported, consultation requirements, protocols for involving third parties (including Workplace Health and Safety Queensland, employee representatives, other stakeholders, independent bodies/experts, etc.) and timelines for resolution/escalation; and
- **Engagement with regulatory authorities:** which addresses proactive engagement and relationship building with relevant regulators; consultation with regulators regarding safety issues and best practice, provision of information regarding the project to regulators and responding to the exercise of regulatory powers and/or enforcement action.

7.2 Workers' compensation and rehabilitation and return to work

The *Workers' Compensation and Rehabilitation Act 2003* provides support for workers who are injured in their employment and protection for employers.

Suppliers must ensure all applicable requirements of this legislation are met, including holding a WorkCover Queensland certificate of currency (or a licence as a self-insurer in the Queensland workers' compensation scheme), and payment of any premiums or charges levied in respect of all workers and the provision of rehabilitation and return to work for injured workers.

No party can require or compel any other party to make a payment purporting to be a worker's compensation benefit beyond requirements in the *Worker's Compensation and Rehabilitation Act 2003*. This does not affect a party's obligation to comply with a term of an industrial instrument approved under the *Fair Work Act 2009* (Cth).

7.3 Industrial Relations

Contributors to quality and value for money outcomes in the construction industry are improved workplace and management culture, higher productivity, better employer and employee relationships, and improved industrial relations planning and management.

Suppliers should adopt a strategic approach in managing industrial relations and integrate industrial relations into all normal aspects of activity.

Awards and legal obligations relating to employment

In addition to complying with this Code, all parties must comply with all applicable:

- laws;
- court and tribunal orders, directions, and decisions; and
- industrial instruments.

This includes complying with the provisions of applicable awards, enterprise agreement and industrial relations arrangements that have been certified, registered or otherwise approved under the relevant industrial relations legislation.

Practices designed to avoid compliance with legal obligations

A party must not enter into, participate in, or facilitate arrangements or practices designed to avoid its own legal obligations, or the legal obligations of others.

This includes, but not limited to, arrangements or practices that:

- avoid awards, registered agreements and/or legislative obligations;
- are sham contracting arrangements;
- are designed to avoid or circumvent strike pay obligations;
- are designed to avoid or circumvent strict conformance with their right of entry requirements in accordance with applicable legislation; or
- undermine freedom of association.

Any information obtained to ensure obligations are being met must be obtained through proper means, and in a way that respects confidentiality.

Unregistered written agreements

A party must not enter into an unregistered written agreement with any third party or parties.

An unregistered written agreement is an individual or collective agreement that has not been certified, registered, lodged or otherwise approved under an industrial law, but is concerned with the relationship between an employer and its employees and/or registered or unregistered industrial association.

This does not include common law agreements made between an employer and an employee.

Workforce dispute settlement

All parties must make every effort to resolve grievances or disputes at the enterprise level in accordance with the procedure outlined in the relevant award or registered agreement.

If a dispute cannot be resolved at a particular level, it should be escalated to higher levels within an acceptable timeframe. Where, due to the nature of the dispute, a conflict arises between the dispute procedures of the principal contractor and that of subcontractor/s then the principal contractor's procedures shall prevail for the settlement of the dispute.

If the matter remains unresolved, the dispute should be referred to the Fair Work Commission or other appropriate tribunal for settlement. All parties to a dispute are required to comply with industrial tribunal decisions, subject to any legal appeal rights

At the same time all parties must comply with Part 3-3 of the *Fair Work Act 2009* (Cth) in relation to industrial action. While an agreed dispute resolution procedure is being followed, parties are encouraged to maintain work as usual.

Nothing in this Code displaces the dispute-resolution procedure contained in a party's own industrial instrument which has been approved by the Fair Work Commission.

Workplace arrangements inconsistent with the Code

The following workplace arrangements, however described or implemented, are inconsistent with the Code:

a) Parties are expected to comply with general protections provisions of the *Fair Work Act 2009* (Cth) including coercion/pressure to make over-award payments etc.

b) Payments to industry superannuation, redundancy and income protection funds which provide for contributions in excess of award and legislative requirements are prohibited unless decided by each employer subject to applicable legislation.

c) Provisions in industrial instruments or contracts should not require, or have the effect of coercing or pressuring, any third-party including labour-hire firms or group apprenticeship schemes or similar providers to set particular terms and conditions, including the making of an over-award payment.

d) Any parties that engage in unlawful conduct will be in breach of the Code.

e) A list of criteria which are inconsistent with providing for productivity, timely delivery of a project and respect for taxpayers' money as set out below.

  » Where a tenderer's industrial instrument contains a provision of a kind listed below, the tenderer must identify it in its WRMP and explain how any impact on costs, productivity and timely delivery will be managed. The presence of such a provision in an instrument approved under the *Fair Work Act 2009* (Cth) is not, of itself a ground for potential sanction, however parties will need to be able to demonstrate how impact on costs, productivity and timely delivery will be managed.

    - No ratios of employees. A Workplace Arrangement must not prescribe or limit the number of employees or workers a company may engage on a particular site or work area, or within their company in general. This includes references to permanent, temporary and casual employees, or the source of labour a company may engage;
    - No one-in-all-in arrangements. A Workplace Arrangement must not allow for situations

where one-in-all-in practices occur, such as in relation to overtime;

- No last on, first off clauses. A Workplace Arrangement must not contain selection criteria for redundancy that ignore the employer's operational requirements, such as last on, first off clauses. Similarly, an industrial instrument should not contain clauses that determine redundancy solely by reference to the seniority of employees, or by reference to the engagement of other sources or types of labour;
- No restrictions on labour. A Workplace Arrangement must not contain a provision that restricts an employer's short or long-term labour requirements (including casual labour; part-time labour; labour hire or the source of labour etc) nor provisions that stipulate the terms and conditions for the labour of any person not a party to the industrial instrument. Accordingly, an industrial instrument must not include provisions that require an employer to consult or seek the approval of a third party to the employment relations (such as a union) over the number, source, type (for example casual, contract) or payment of labour required by the employer;
- No prohibiting of all-in payments. A Workplace Arrangement must not preclude the employer from making all-in payments. For this purpose, all-in payments mean payment to an employee for work done that is made on an hourly, daily or weekly basis and which is in lieu of payment for all or some entitlement specifically provided for by legislation or awards, such as annual leave loading or overtime. A payment to a subcontractor is not an all-in payment for the purpose of this definition. All-in payments are not to include statutory obligations, such as superannuation contributions. Arrangements where the intended outcome is to avoid employer/ employee obligations are illegal and inconsistent with the Code; and
- No restrictions on the arrangements of rostered days off (RDOs). A Workplace Arrangement must not prevent an employer from substituting an RDO for another day. (i.e. nothing in an agreement should prevent work on a site being able to be performed every day).

f) No relaxation of the right of entry provisions. A Workplace Arrangement must not seek to relax or circumvent the legislative provisions or processes in relation to the right of entry for officials of industrial organisations and/or provide for a person or entity that is not a party to the instrument to monitor its operation. For this purpose, any reference in an industrial instrument to right of entry must provide for entry in the same terms as the *Fair Work Act 2009* (Cth) and/or any relevant and applicable Queensland legislation. These procedures govern access to employer and employee records and/or the holding of discussions with employees. Attempts to avoid right of entry requirements for union officials by allowing delegates or shop stewards to have access to employer and employee records and/or the exercise of a right of entry under the *Work Health and Safety Act 2011* (Qld) are inconsistent with the Code. Any breaches of this requirement may be deemed a significant breach of the contract.

g) An employer must not allow, and an instrument must not provide for, a person or entity that is not covered by the instrument to monitor its operation. Monitoring does not include activity required or permitted under Commonwealth or State law, or monitoring by a Queensland Government or Commonwealth Government agency to ensure compliance with the Code.

h) No 'standing' authorisation to cease work. A Workplace Arrangement must not provide an entitlement for employees to take paid time off to attend union activities other than as provided in a modern award or legislation.

i) A Workplace Arrangement that attempts to negate or render ineffective the application of the Code is inconsistent with the Code.

j) If an industrial instrument provides for a site allowance (however described), the amount of the allowance must be specified in the industrial instrument, or the instrument must contain an objective and predictable method of determining the allowance amount.

8. Freedom of association and right of entry

Consistent with the *Fair Work Act 2009* (Cth) and the *Industrial Relations Act 2016* (Qld), all parties have the right to freedom of association.

This means that parties are free to join or not to join an industrial organisation of their choice and they are not to be discriminated against or victimised on the grounds of membership or non-membership of an industrial organisation. A person cannot be forced to pay a fee to an industrial organisation if not a member.

The Code requires all contractors to adopt policies and procedures that promote freedom of association.

The Code does not support any practices that limit or discourage freedom of association. Examples include:

- providing the names of new staff, job applicants, contractors or subcontractors to unions other than as required by law;
- "no ticket, no start" signs, "show card" days or any other similar practices that imply that union membership is anything other than a matter of individual choice;
- employers unlawfully encouraging or discouraging employees to join a union;
- using employee representatives, site delegates or other union representatives to administer site induction processes. Administering site induction processes is a responsibility of site management and cannot be delegated. These processes are to be undertaken by site management. Where there is a requirement in any enterprise agreement for employee representatives, site delegates or other union representatives to administer site induction processes, then any such process must be overseen by, and actively involve, site management;
- discriminating against or disadvantaging elected employee representatives;
- using forms requiring the employee to identify their union status, or requiring employers and contractors to identify the union status of employees or subcontractors;
- refusing to employ, or terminating an employee's employment, because of their union status;
- an employer refusing a reasonable request from a workplace delegate to represent an employee or employees in relation to grievances and disputes or discussions with members;
- the request, threat or imposition, or attempted imposition, of a requirement for any contractor, subcontractor or employer to hire any individual nominated by a union or to employ a non-working shop steward or job delegate. Practices or arrangements which facilitate non-working shop stewards or job delegates are inconsistent with the Code;
- the display of union or associated logos, flags, mottos or other signage at the worksite or on property or equipment supplied by an employer; and
- any requirement that a person pay a bargaining fee, however described, to an industrial association of which he/she is not a member, in respect of services provided by it.

In addition, under the Code:

- A Workplace Arrangement must not seek to relax or circumvent the legislative provisions or processes in relation to the right of entry for officials of industrial organisations and/or provide for a person or entity that is not a party to the instrument to monitor its operation. For this purpose, any reference in an industrial instrument to right of entry must provide for entry in the same terms as the *Fair Work Act 2009* (Cth) and/or any relevant and applicable Queensland legislation. These procedures govern access to employer and employee records and/or the holding of discussions with employees. Attempts to avoid right of entry requirements for union officials by allowing delegates or shop stewards to have access to employer and employee records and/

or the holding of discussions with employees are inconsistent with the Code.

- An employer must not allow, and an instrument must not provide for, a person or entity that is not covered by the instrument to monitor its operation. Monitoring for this purpose does not include activity required or permitted under Commonwealth or State law, or monitoring by a Queensland Government or Commonwealth Government agency to ensure compliance with the Code.
- A Workplace Arrangement that recklessly or deliberately ignores or seeks to undermine the boundaries of union coverage as defined by union rules of membership is inconsistent with the Code.
- A workplace arrangement which allows an external party to hold meetings on work time is a matter for the employer. The Queensland government must not be charged for employee time for attending such a meeting, not any delays to the program as a result of that meeting.

9. Dispute settlement, industrial action, strike pay and payments

The Code requires:

- All parties must make every effort to resolve grievances or disputes with their employees and applicable unions at the enterprise level, in accordance with the procedure outlined in the relevant award or workplace arrangements.
- The client of the principal contractor must be advised during the progress of the dispute, and at the earliest opportunity within 24 hours, of any industrial relations or WHS matter which may have an impact on the construction program, the principal contract, other related contracts or project costs.
- No payment must be made to employees for time spent engaged in industrial action, unless payment is legally required or properly authorised by an industrial tribunal (where this is permitted by relevant industrial legislation).
- No payments, commissions, gratuities or similar payments must be made directly or indirectly by any contractor or their representatives to a union delegate, union official, union representative or agent or to any union-controlled account or fund however described, for any reason. Payment of any monies is a breach of the Code.

9.1 Dispute Settlement

Grievances or matters under dispute are to be dealt with at the workplace level between the appropriate management representative, employees and where applicable, union representatives.

Agreements should contain arrangements providing graduated steps for discussion of disputes involving higher levels of authority to which the matter in dispute can be referred if it cannot be resolved.

Reasonable time limits should be allowed for each stage of relevant dispute settlement processes. While dispute settlement procedures are being followed the parties are to ensure that:

- industrial action does not occur;
- the circumstances that existed prior to the dispute prevail; and
- work continues as normal without detriment to any of the parties.

Dispute settlement provisions must allow an employee to have freedom of choice in deciding whether to be represented, and, if so, by whom. Accordingly, dispute settlement provisions must allow an employee to raise an issue either directly with their employer or through a representative of their choice.

An enterprise agreement may contain its own dispute settlement process that gives a third party the ability to arbitrate or otherwise impose an outcome to settle the dispute. In such cases, the clause must contain an express limitation that any outcome determined by the third party cannot be inconsistent with the Code or inconsistent with legislative obligations.

Where a dispute relates to WHS issues, the procedures contained in the *Work Health and Safety Act* 2011 must be followed. Parties must take all reasonable steps to resolve grievances or disputes at the enterprise level at the earliest opportunity, in accordance with the procedures outlined in the relevant industrial instrument or other workplace arrangement. Any time lost through industrial action, either lawful or unlawful, and/or through any WHS matter or purported WHS matter must be reported to the Department of State Development, Infrastructure and Planning as soon as practicable or within 24 hours of the commencement of the lost time.

9.2 Industrial Action

Contractors must take all steps reasonably available to them to prevent, manage or bring to an end unprotected industrial action occurring on, or affecting project deliver. Contractors will be required to use all reasonable efforts to pursue legal remedies to protect their rights and obligations under the Code. A failure to instigate appropriate remedies may be considered to be a breach of the Code.

Contractors must also report any request by any industrial organisation or their representative for payment of any kind in relation to a threatened, impending, possible, probable or actual industrial dispute.

9.3 Reporting any threatened, impending, possible or probable or actual unlawful industrial conduct

A party must notify the Department of State Development, Infrastructure and Planning and client agency as soon as reasonably practicable, and within 24 hours, after becoming aware of any threatened, possible, probable or impending dispute, relating to industrial relations or WHS matters (purported or otherwise) that may impact on the construction program delivery, project costs, contracts or timelines.

The principal contractor must implement procedures to enable such reporting to occur at the earliest opportunity.

The principal contractor must provide regular updates to the Department of State Development, Infrastructure and Planning and the client agency about the steps being taken to resolve such grievances or disputes.

All lost time information as a consequence of lawful and unlawful industrial conduct must be accurately recorded and provided to the Department of State Development, Infrastructure and Planning and client agency on a timely basis.

9.4 Reporting any suspected Code breaches

All parties including principal contractors and sub-contractors undertaking work covered by the Code must notify the Department of State Development, Infrastructure and Planning of any suspected breach of the Code within 24 hours of becoming aware of the suspected breach of the Code.

10. Compliance and assurance

The QPP already provides a whole-of-government procurement assurance function that can assess compliance with the Supplier Code of Conduct and undertake assessments, audits, investigations, complaints handling and advisory activities.

This Code complements the Procurement Assurance Model (PAM) Framework under the QPP. As a result, suppliers covered by this Code may be subject to the consequences set out in the PAM Framework where commitments are not met.

The Department of State Development, Infrastructure and Planning role under this Code is distinct. It acts as the construction sector's compliance and assurance function, operating alongside the existing PAM Framework. In exercising its functions, the Department of State Development, Infrastructure and Planning will coordinate with Procurement Assurance Branch to minimise duplication of supplier assurance, reporting, investigation and compliance activity.

The Department of State Development, Infrastructure and Planning is responsible for assessing compliance with additional construction-specific requirements under the Code including:

- construction specific WRMP requirements;
- construction-site compliance (e.g., WHS requirements that exceed the requirements specified in the Supplier Code of Conduct 2026);
- construction productivity requirements; and
- construction-specific reporting (e.g., each of the specific reporting requirements under the Code).

10.1 Compliance monitoring

Department of State Development, Infrastructure and Planning responsibilities

The Department of State Development, Infrastructure and Planning has operational responsibility for monitoring compliance, investigating suspected breaches and reporting on non-compliance with the Code.

Functions include (but are not limited to):

- promote awareness of the Code to all stakeholders through a range of information products and educational activities;
- liaise with relevant Commonwealth and other state government agencies, including the Fair Work Commission, Fair Work Ombudsman, Workplace Health and Safety Queensland on relevant matters under the Code;
- liaise with the Procurement Assurance Branch to ensure coordination and alignment to reduce duplication of effort and resources;
- refer matters to relevant tribunals, courts and law enforcement agencies;
- monitor and review project contracts and tender documentation to ensure they are comply with the Code;
- investigate tenderer's current workplace compliance and regulation;

- receive reports of suspected breaches and undertake appropriate actions;
- undertake audits and investigations, site visits, inspections on its own initiative;
- reporting proven Code breaches to the Minster of Industrial Relations and make recommendations for sanctions in the event of a proven breach of the Code;
- provide advice on consequences of non-compliant suppliers from tenders and report to the client agency on its findings;
- prepare six-monthly project status reports to the Minister for Industrial Relations to identify trends or emerging issues on Queensland construction sites and to identify offending suppliers;
- monitor and ensure compliance with any active Practice Direction requirements; and
- make recommendations to further develop the effectiveness of the Code to deliver improved productivity and value for money for publicly funded projects.

Compliance monitoring may include desktop and field audit activities (site inspections), inspection and copying of any relevant documents, interviewing relevant stakeholders and post contract review any other activity that will enable the Department of State Development, Infrastructure and Planning to determine compliance with the Code.

10.2 Addressing suspected breaches and possible sanctions

The compliance and assurance approach undertaken by the Department of State Development, Infrastructure and Planning should align as far as reasonably practicable with the investigative, procedural, types of possible sanctions for unmet commitments and appeals process in the PAM framework.

In addition, the Department of State Development, Infrastructure and Planning will provide feedback to the principal contractor and client agency as appropriate, including where a suspected breach of the Code is identified.

Where it is suspected that the breach of the Code involves an infringement of a law or statute, the matter will be referred to the relevant administering agency. The monitoring of compliance with specific statutory requirements remains the responsibility of the relevant government agencies that administer those requirements.

10.3 Suspected breaches by client agencies

Chief Executives are responsible for ensuring agency compliance with the Code.

Proven breaches by a client agency will be reported to the Chief Executive of the client agency. The Chief Executive is responsible for providing written advice to the Department of State Development, Infrastructure and Planning of the remedial action taken to remedy the breach and stop a recurrence (including any disciplinary action where the breach is by a public sector employee).

Proven breaches by a Government agency will be reported to the responsible or portfolio Minister who will consider whether appropriate changes to that agency's policies, practices and/or procedures are required to ensure future compliance with the Code.

11. Exemptions and Practice Directions

11.1 Exemptions

A client agency or affected party may seek exemption from one or more requirements of the Code. Exemptions can only be sought in exceptional circumstances and where strict application of a Code requirement or part thereof:

- is not reasonably practicable;
- would materially reduce competition or market capacity;
- would adversely affect value for money or project delivery;
- would conflict with an existing procurement, contract, industrial instrument or legal obligation;
- would duplicate an equivalent statutory, accreditation or assurance requirement;
- be a barrier to small business being awarded government funded work; or
- would otherwise produce an outcome inconsistent with the objectives or public interest purposes of the Code.

1. Application for exemption

A request for an exemption must be approved by the relevant client agency's Chief Executive before being submitted to the Responsible Minister.

The request must be in writing and clearly identify:

- the circumstances giving rise to the request and why those circumstances are exceptional;
- why compliance with the relevant requirement is not reasonably practicable or would otherwise produce an outcome contrary to the public interest;
- the scope and proposed duration of the exemption;
- any legal, financial, operational, integrity, probity, industrial or reputational risks associated with granting the exemption;
- any consultation undertaken with relevant agencies or stakeholders;
- alternative options considered and why those options are not appropriate; and
- any proposed conditions, safeguards or risk-mitigation measures.

The Chief Executive must certify that the information provided is complete and accurate and that, in their opinion, exceptional circumstances exist and the proposed exemption is in the public interest.

2. Department of State Development, Infrastructure and Planning assessment

Before a decision is made, the Department of State Development, Infrastructure and Planning responsible for administering the Code should assess the request and provide advice to the Relevant Minister. The assessment should address:

- whether the request meets the exceptional-circumstances threshold;
- whether granting the exemption would be in the public interest and consistent with any past exemption decisions;
- consistency with the purpose and objectives of the Code;
- relevant legal, policy, financial and integrity considerations;
- whether granting the exemption could create an undesirable precedent or have broader implications for the application of the Code; and
- whether conditions should be imposed to manage identified risks.

Further information may be sought from the client agency where necessary to properly assess the request.

3. Consideration by the Responsible Minister

The Responsible Minister must consider the client agency's request and any additional information prepared by the Department of State Development, Infrastructure and Planning to determine whether to support the application.

The Responsible Minister may:

- approve the exemption;
- approve the exemption subject to conditions, including limitations on its scope or duration; or
- decline the exemption.

4. Decision

The decision must be recorded in writing, including the reasons for the decision.

An approval must specify the particular requirements being exempted, the entities or circumstances to which the exemption applies, the period for which it applies, and any conditions attached to the approval.

An exemption should not operate retrospectively unless the Responsible Minister expressly determines that retrospective operation is justified by exceptional circumstances.

5. Notification and implementation

The Department of State Development, Infrastructure and Planning must notify the client agency of the decision in writing.

The client agency remains responsible for ensuring that:

- the exemption is implemented only within its approved scope;
- all conditions attached to the exemption are complied with; and
- appropriate records are maintained demonstrating compliance with the decision.

Any material change in circumstances relevant to an approved exemption must be notified promptly to the Department of State Development, Infrastructure and Planning.

6. Record keeping and oversight

The Department of State Development, Infrastructure and Planning must maintain a central register of exemption requests and decisions. The register should record, at a minimum:

- the client agency;
- the requirement for which exemption was sought;
- the date of the request and decision;
- whether the request was approved, approved with conditions, or declined;
- the duration of any approved exemption; and
- any conditions imposed.

Records relating to exemption applications, assessments and decisions must be retained in accordance with applicable recordkeeping requirements.

The Department of State Development, Infrastructure and Planning should periodically review exemptions granted to identify systemic issues, emerging risks or circumstances indicating the Code may require amendment and make recommendations to the Responsible Minister.

11.2 Practice Directions

A practice direction may be issued by the Department of State Development, Infrastructure and Planning (in consultation with the Responsible Minister) or the Responsible Minister concerning the interpretation, administration or application of the Code.

A Practice Direction cannot:

- alter, suspend or prevent the legal operation of an award, enterprise agreement or other industrial instrument;
- require conduct inconsistent with the *Fair Work Act 2009* (Cth) or another law; or
- retrospectively establish non-compliance.

A Practice Direction must state its purpose, scope, commencement, duration and relationship with the Code, exemptions and existing industrial instruments, and must be published unless publication is contrary to law or the public interest.

12. Glossary

Award	Legally enforceable determination made by the Commonwealth Fair Work Commission and/or Queensland Industrial Relations Commission containing the minimum terms and conditions of employment to be met by an employer.
Construction Industry	Those activities associated with residential and non-residential building, refurbishment and fitout, landscaping, demolition, civil and other engineering construction, all associated maintenance and related consultancies.
Construction work	Includes: • all organised activities concerned with demolition, building, landscaping, civil engineering, process engineering, mining and heavy engineering; and • building refurbishment or fit out, installation of building security systems, fire protection • systems, air conditioning systems, computer and communication cabling, building and construction of landscapes; *but excludes* • mining operations, maintenance, landscaping such as lawn mowing, pruning and other horticultural activities and cleaning buildings.
Client	Means the project, building or facility owner or their agent. In relation to public building and construction work means the client agency.
Client agency	Enters into a contract for building and construction work with the principal contractor; and has the meaning given in the Queensland Procurement Policy 2026. For the purposes of the QPP, an agency is: • a department or a statutory body as defined in the *Financial Accountability Act 2009* • an entity declared by regulation to be a government-owned corporation under the *Government Owned Corporations Act 1993* (government-owned corporation or GOC) • public sector companies.
Consultant	Means a professional acting as an organisation or individual such as an architect, engineer, quantity surveyor, project manager, building scientist or the like, commissioned to advise on or undertake planning, design, supervision or specific technical advisory activities relevant to a project or building. Please see Engaging and managing contractors and consultants for further guidance.
Contractor	Means an organisation, entity or individual responsible for the performance of the work specified under a contract. Please see Engaging and managing contractors and consultants for further guidance.
Contract	An agreement for the supply of goods or the performance of services.
Employee	A national system employee or a person deemed to be an employee under the *Fair Work Act 2009*.
Employer	A national system employer or a person deemed to be an employer under the *Fair Work Act 2009*.

Expression of Interest	A formal market approach used by an agency to identify and assess suppliers that have the capability, experience, capacity and interest to deliver the required goods, services or works before proceeding to a more detailed procurement stage.
FW Act	Means the Commonwealth's *Fair Work Act 2009*.
Government agency	Has the meaning given in the Queensland Procurement Policy 2026 For the purposes of the QPP, an agency is: • a department or a statutory body as defined in the *Financial Accountability Act 2009*; • an entity declared by regulation to be a government-owned corporation under the *Government Owned Corporations Act 1993* (government-owned corporation or GOC) • public sector companies.
Industry association	An association whose membership generally consists of employers who operate in construction or related industries and is registered under the *Fair Work Act 2009* (Cth) and/or the *Queensland Industrial Relations Act 2016*.
Industrial instrument	Means an award or agreement, however designated, that: • is made under or recognised by an industrial law; and • concerns the relationship between an employer and the employer's employees.
Industrial Relations Act 2016	Means the *Queensland Industrial Relations Act 2016*
On-site	Includes the primary construction site(s) or any auxiliary or holding sites, where building and construction related work is performed.
Over-award payment	Means any payment and/or benefit above that set out in the relevant award, registered agreement and/or legislation and includes payments provided for in workplace arrangements.
Party	Includes but is not limited to clients, agents of clients, principals, contractors, subcontractors, suppliers, consultants, employees, unions (including their officials), employees and members, and industry associations while undertaking a representative role.
Procurement Assurance Model	Means the Procurement Assurance Model described in Part 3 of the Queensland Procurement Policy 2026.
Principal Contractor	Has the same meaning given in the PAM. The entity that has entered into a contractual agreement with the Queensland Government to deliver specified goods or services. Principal contractor does not include a subcontractor engaged by the principal contractor to deliver goods or services on that contract. In the context of work health safety duties in the *Work Health and Safety Act 2011* the principal contractor is given the same meaning as defined by section 293 of the *Work Health and Safety Regulation 2011*.

Privately funded construction work	Means building and construction work in Queensland that is not publicly funded for building and construction work.
Project	An activity or undertaking with a defined objective or objectives, beginning and end.
Public construction work	Means publicly funded (in whole or in part) building and construction work undertaken by, or on behalf of a client agency.
QPP	Queensland Procurement Policy 2026 (as amended from time to time).
Department of State Development, Infrastructure and Planning	Means the unit established which has operational responsibility for the administration of the Code.
Reasonable	In determining what constitutes reasonable, regard must be had to: a) the value, duration and risk profile of the relevant work; b) the party's position in the contracting chain; c) the relevance of the Code requirement to the party's work; d) the head contractor's contractual rights and practical ability to influence the conduct; e) market capacity and the availability of alternative suppliers; and f) whether equivalent assurance can be obtained by another reliable means.
Related entity	An entity is a related entity of a tenderer if it is engaged in construction work and: • the entity is connected with the tenderer as defined below; or • it is a body corporate which is related to the tenderer as defined below. Connected means the entity: a) can control, or materially influence, the tenderer's activities or internal affairs; or b) has the capacity to determine or materially influence the outcome of the tenderer's financial and operating policies; or c) is a member of the tenderer; or d) is financially interested in the tenderer's success or failure or apparent success or failure. Related means the body corporate—within the meanings in the *Corporations Act 2001* (Cth): a) is a holding company of the tenderer; or b) is a subsidiary of the tenderer; or c) is a subsidiary of a holding company of the tenderer; or d) has one or more directors who are also directors of the tenderer; or e) without limiting the above, controls the tenderer.
Responsible Minister	Means the Minister responsible for the portfolio within which the Code is administered.
Subcontractor	A party that provides goods and/or services to a contractor or to a subcontractor.

Supplier	Has the meaning given in the Queensland Procurement Policy 2026 An entity known to be capable of supplying required 'goods and/or services'. It includes manufacturers, stockists, resellers, merchants, distributors, consultants and contractors.
Tender	Means an offer in writing/electronically, which includes price, bids, quotations, and consultant proposals in response to an invitation to execute work or supply goods.
Tenderer	Means any party responding to an expression of interest or submitting a tender for public building and construction work, including principal contractors, contractors, subcontractors and suppliers.
Union	Means organisation of employees working in the construction or related industries that is registered under the *Fair Work Act 2009* (Commonwealth) and/or the *Queensland Industrial Relations Act 2016*.
Value for Money	Has the meaning given in the Queensland Procurement Policy 2026. The QPP defines Value for Money as the best available outcome for money spent and is described in Principle 1 of the QPP .
Work Health and Safety Act 2011	Means the *Queensland Work Health and Safety Act 2011*
Workers' Compensation and Rehabilitation Act 2003	Means the *Queensland Workers' Compensation and Rehabilitation Act 2003*
Workplace Relations Management Plan	Means a plan required on a relevant project to support implementation of this Code.
Workplace Arrangement	Means an agreement, understanding, practice, policy, procedure or other arrangement whether written or not.

DELIVERING FOR QUEENSLAND

Queensland Government