MINERALS COUNCIL OF AUSTRALIA

SUBMISSION TO THE DEPARTMENT OF EMPLOYMENT AND WORKPLACE RELATIONS

PROPOSED SECURE AUSTRALIAN JOBS FRAMEWORK

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INTRODUCTION AND RECOMMENDATIONS

This is the submission of the Minerals Council of Australia (MCA) to the consultation process on the Australian Government's proposed Secure Australian Jobs Framework (the **Framework**).

The consultation material states:

> [The Framework] outlines a transparent, principles-based framework to deliver value for money and quality outcomes for taxpayers, while supporting productivity, by prioritising suppliers that invest in skills, workforce stability and good workplace practices.[1]

The MCA is deeply concerned that the proposed Framework will not achieve value for money for taxpayers, or support productivity, and will, in fact, encourage the exact opposite outcomes. While the Framework includes a reference to 'value for money', it will clearly fail to achieve this goal. Once considered in detail, it is clear the Framework reproduces the worst elements of the Queensland 'Best Practice Industry Conditions' (BPIC) procurement policy and the Victorian Government's approach to public construction procurement. Each of these policies has become notorious for embedding highly unproductive work practices, compromising government integrity, and encouraging serious corrupt behaviour by both unions and businesses.

The proposed Framework is even worse than the Queensland and Victorian policies, as it openly allows discrimination that would have previously been unlawful.

While the Framework states that union collective agreements will not be 'a condition' of receiving government funding, it is designed to favour union agreements to such an extent that any alternative will become unviable.

By creating an 'easy path' for employers who have a preferred union enterprise agreement and a 'hard path' for those that do not, the Framework creates a commercial incentive to agree to union demands, whether they are reasonable or not. Such discrimination is not only objectionable as a breach of freedom of association, it was also, until very recently, illegal. However, recent government amendments to the *Fair Work Act* have removed these integrity safeguards and made such discrimination lawful.

The MCA strongly recommends that the Framework be reconsidered and amended to address the following fundamental principles:

- Value for money must be the overriding consideration.
- The Framework must not favour one form of industrial arrangement over others.
- The Framework should not undermine legitimate and essential workplace arrangements such as service contracting.
- The Framework should not duplicate other existing regulatory obligations.
- The Framework should not be used as a vehicle to deliver the industrial objectives of unions over value for money for taxpayers.

The Framework is of direct concern to the mining industry given how broadly it is intended to apply. Both the Framework, and the recent legislation underpinning it, can be applied to any contract, funding or arrangement with any Commonwealth entity.

The MCA has identified up to $50 billion in Commonwealth mechanisms or arrangements in the resources industry that could be captured (see **Appendix**). This includes measures aimed at meeting the challenge of developing Australian critical minerals industries, which the government has recognised is a strategic imperative, vital to ongoing national security and sovereign capability.

[1] Department of Employment and Workplace Relations, announcements *Secure Australian Jobs Framework*: https://www.dewr.gov.au/secure-australian-jobs-framework (accessed 21 October 2026).

Recommendations

1. The Framework should not have the effect of requiring or giving preference to any form of collective agreement as a condition of accessing government funding. This includes both express conditions and requirements that give preference to union agreements.
2. The government should repeal its discriminatory legislation that allows Commonwealth agencies to discriminate against businesses based on enterprise agreement and union coverage.
3. The proposed Framework should be expressly clear that value for money to taxpayers is the overriding consideration in procurement decisions.
4. Procurement decisions should be subject to a rigorous integrity framework to protect against the risk of corrupt practices that the Framework may encourage.
5. The Framework should protect freedom of association and employees' right to determine their workplace arrangements.
6. The Framework should not duplicate existing workplace laws or create parallel regulatory requirements through procurement.
7. Procurement, funding and other government frameworks should not restrict legitimate workforce models, including service contracting, labour hire, FIFO and DIDO arrangements, or make it harder for businesses to access workers and in-demand skills.
8. The Framework should prohibit certain workplace arrangements that are clearly damaging to productivity and value for money.

SECURE AND WELL-PAID JOBS IN THE MINING INDUSTRY

The MCA is proud that mining is Australia's highest-paying and most productive industry. In 2024-25, average annual resources industry wages were $168,100, which is 57 per cent more than the all-industries average of $107,400.[2]

On any practical measure, mining has consistently delivered strong outcomes on job security. While there is no single definition of a 'secure job', the industry stands out across key indicators:

- 97 per cent of mining employees are full-time (not part-time)[3]
- 91 per cent of mining workers are permanent (not casual)[4]
- 97.7 per cent of mining workers are directly employed (not labour hire)[5]
- 92.1 per cent of mining employees expect to remain in their current job for the next 12 months.[6]

These results are the product of an industry that is highly productive and operates in a highly competitive environment, where businesses compete for both market share and workers. If an industry is productive and competitive, then higher paid and more 'secure' jobs are more likely to result.

If an industry is inefficient and uncompetitive, then a government procurement framework will not make its workers more highly paid, nor their employment more 'secure'. Additional regulation of this kind is unnecessary in the context of the mining industry and would only serve to add cost, red tape and inefficiency.

[2] Australian Bureau of Statistics, Average Weekly Earnings, Australia, Table 10H, released 14 August 2025. (average weekly full-time adult total earnings for 2024-25).
[3] Australian Bureau of Statistics, Labour Force, Australia, Detailed, Table 6. Employed persons by Industry sub-division of main job (ANZSIC) and Sex, released 18 December 2025.
[4] ABS Table Builder, Labour Statistics, Characteristics of Employment, 2025, Whether had paid leave entitlements in main job by Industry of main job, released 12 December 2025 (excludes oil and gas).
[5] ABS Table Builder, Labour Statistics, Characteristics of Employment, 2024, industry of main job by reference year and whether employed as a labour hire workers in main job, released 19 December 2024. The MCA's calculation uses the same method as that used by the Department of Employment and Workplace Relations in its impact analysis statement, published in August 2023: Australian Government, Department of Employment and Workplace Relations, Annexures to Certification Letter OBPR22-02409: Closing the labour hire loophole, August 2023, p. 48.
[6] ABS Table Builder, Labour Statistics, Characteristics of Employment, 2025, Reference year and Industry of main job by Expectations of future employment in main job (next 12 months), released 12 December 2025 (excludes oil and gas).

ORIGINS AND INTENT OF THE FRAMEWORK

- The proposed changes give effect to the government's policy of using taxpayer-funded procurement to promote union-preferred workplace arrangements, which goes beyond government election commitments.
- Such discrimination would previously have been unlawful, but the government has since created a legal loophole to allow it.
- The proposed changes will increase union leverage over businesses competing for government work, prioritising union objectives over productivity and value for money.
- Experience in Victoria, Queensland and the ACT shows how similar approaches have undermined procurement integrity and imposed substantial costs on taxpayers.

The election policy

The Secure Australian Jobs Code was announced as part of the Australian Labor Party's 2021 *Secure Australian Jobs Plan* election commitment, in the following terms:

> Labor will introduce a Secure Australian Jobs Code to ensure that taxpayers' money being spent through government contracts is being used to support secure employment for Australian workers.[7]

The proposed Code was to include guidelines covering *'the fair treatment of workers, including job security'*, *'fair and reasonable wages and conditions'*, ethical and sustainable practices, gender equality and local workforce capability.

The policy was carried forward through the government's *Buy Australian Plan* under which the government committed to a Secure Australian Jobs Code to *'prioritise secure work and good workplace practices in government contracts'*.[8]

Neither announcement stated that businesses with union collective agreements would receive preferential treatment.

The ACTU's policy

In contrast to the election policy, the use of government procurement to discriminate in favour of union collective agreements has been a clear objective of the union movement. ACTU policy calls for:

> 'all forms of Government support including procurement, grants, loans, investments and tax incentives' to promote key principles, including '…Collective agreements with unions and good faith bargaining behaviour'.[9]

Legislative changes to implement the ACTU's policy

Preferential treatment based on union collective agreements had long been prohibited, meaning that the policy advocated by the ACTU could not be implemented through Commonwealth procurement without legislative change. The broad safeguard against discrimination based on workplace arrangements had its origins in section 45 of the *Building and Construction Industry Improvement Act 2005* (Cth). This followed recommendation 12 of the 2003 Cole Royal Commission report, which called for a prohibition on:

> all forms of discrimination for or against a contractor on the ground that the contractor has or does not have a particular form of workplace agreement with its employees.[10]

This recommendation was in response to extensive evidence of coercive and corrupt conduct by unions such as the CFMEU, to force tenderers into union agreements.

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[7] Anthony Albanese MP, Leader of the Opposition, 'Secure Australian Jobs Plan', 15 November 2021.
[8] Australian Government, Department of Finance, Buy Australian Plan, updated 19 December 2025.
[9] Australian Council of Trade Unions, Procurement – Make Good Jobs the Norm, ACTU Congress 2024, paras 6–7.
[10] Royal Commission into the Building and Construction Industry, *Final Report* (2003), Recommendation 12; *Building and Construction Industry Improvement Act 2005* (Cth) s 45; *Fair Work Act 2009* (Cth) s 354.

The safeguard was re-enacted in the 'General Protections' of the *Fair Work Act* when it was first enacted in 2009 and, until recently, it had been bipartisan policy to retain it.

The government delivered the required legislative change in July 2026 through amendments to the *Fair Work Act*.[11] The changes introduced an exemption that allows the Commonwealth government to discriminate against employers because their employees are not covered by an enterprise agreement, or because their enterprise agreement does not cover a union.[12] This also extends to proposed arrangements for enterprise agreement and union coverage.[13] The exemption can extend to any contractual arrangements involving a Commonwealth entity.[14]

These legislative changes created a legal loophole to enable Commonwealth spending to be used to preference union enterprise agreements, an objective expressly identified in ACTU policy but not stated in previous election policies.

The MCA raised strong concerns that these powers could be used to impose union-preferred workplace arrangements through government funding and contracts, undermining freedom of association, productivity and competition, and generating serious corruption risks.[15]

The proposed Framework

In December 2025, the Department of Employment and Workplace Relations (DEWR) commenced consultation on a proposed *Secure Australian Jobs Code*. The MCA's February 2026 submission raised concerns that the Code could be used to favour particular union arrangements through government procurement. It argued that industrial outcomes should be determined by businesses and their workforces, not imposed through conditional access to government contracts, and called for a detailed draft Code to be released for further consultation.

The present consultation provides additional detail. It comprises:

1. '*Draft Secure Australian Jobs Framework'* issued by the Department of Employment and Workplace Relations (the Framework), and
2. '*Amendments to the Supplier Code of Conduct to implement the Secure Australian Jobs Framework in procurement processes'* issued by the Department of Finance (**the Supplier Code**).

The proposed changes go well beyond the government's stated election policy by giving preferential treatment to union enterprise agreements. The government and the Framework both state that an enterprise agreement will not be a 'condition' of receiving government funding.[16] However, the relevant issue is preferential treatment. The Framework, as designed, will mean that a union agreement becomes the only practical way in which tenderers can meet its requirements.

Experience in Victoria, Queensland and the ACT demonstrates the risks associated with that approach, including to procurement integrity and value for taxpayers.

[11] *Workplace Relations Legislation Amendment (Building Cooperative Workplaces No. 1) Act 2026* (Cth) sch 1 pt 9.
[12] *Fair Work Act 2009* (Cth) s 354(2A).
[13] *Fair Work Act 2009* (Cth) s 354(2B).
[14] *Fair Work Act 2009* (Cth) ss 354(2A)(c), (2B)(c), (2C).
[15] MCA member note, *Proposed Commonwealth Government funding conditions under the 'Building Cooperative Workplaces Bill 2026*, June 2026: https://minerals.org.au/wp-content/uploads/2022/12/MCA-Member-note-Secure-Australian-Jobs-Code-Legislation_June-2026.pdf
[16] Hon Amanda Rishworth MP, Minister for Employment and Workplace Relations, *Australian Industry Group PIR Conference - Canberra*, 8 September 2026.

KEY CONCERNS WITH THE PROPOSED FRAMEWORK

The Framework is strongly opposed, as it will:

- Reduce value for money for taxpayers, increasing costs for taxpayers and businesses.
- Reduce competition for government work by making it harder for businesses to tender.
- Encourage inefficient and unproductive workplace practices.
- Repeat the costly procurement mistakes made in Victoria and Queensland.
- Duplicate existing workplace regulation, creating unnecessary red tape and uncertainty.
- Discriminate against productive and high-paying workplace arrangements that are not favoured by unions.
- Undermine service contracting in the mining industry.
- Undermine freedom of association.
- Put investment in Australia's developing critical minerals industry at risk.

The Framework fails to prioritise value for money for taxpayers

While the Framework states that *'achieving value for money... is a central consideration'*, this statement is not credible. It is directly contradicted by a number of its specific elements.

It will create costly additional red tape by duplicating existing legal obligations. The complex processes involved in assessing its requirements, which are vague and unclear, will create further red tape and uncertainty.

It will embed unproductive workplace practices favoured by unions, repeating the mistakes of Queensland and Victorian procurement policies.

Moreover, it does not contain any workplace obligations that would improve value for money. If it was genuinely concerned with value for money, it would prohibit specific inefficient workplace practices, as previous procurement codes have done.[17]

The proposed changes also risk reducing competition for Commonwealth work by making participation more costly and by favouring businesses with union collective agreements. Businesses that operate under different but lawful arrangements will be placed at a competitive disadvantage, while others may decide that Commonwealth work is not worth pursuing.

Fewer businesses competing for Commonwealth work means less competitive pressure on price and delivery. This is likely to disproportionately affect smaller tenderers.

The Framework must prevent inefficient and unproductive work practices

If the Framework is to genuinely prioritise value for money, then it must prohibit terms and practices that will clearly erode productivity. The example of the Code for the Tendering and Performance of Building Work 2016 (Cth) should be drawn on. It specifically prohibited agreement terms, conduct, arrangements or practices that would clearly add costs and inefficiencies. This included terms that:[18]

- impose or purport to impose limits on the right of the code covered entity to manage its business or to improve productivity
- discriminate, or have the effect of discriminating against certain persons, classes of employees, or subcontractors

[17] For example, the *Code for the Tendering and Performance of Building Work 2016* ('2016 Building Code').
[18] 2016 Building Code, cl 11.

- are inconsistent with freedom of association requirements set out in section 13 of this code of practice
- prescribe the number of employees or subcontractors that may be employed or engaged on a particular site, in a particular work area, or at a particular time
- restrict the employment or engagement of persons by reference to the type of contractual arrangement that is, or may be, offered by the employer
- require an employer to consult with, or seek the approval of, a building association or an officer, delegate or other representative of the building association in relation to the source or number of employees to be engaged, or type of employment offered to employees
- require a code covered entity to consult with, or seek the approval of, a building association or an officer, delegate or other representative of the building association in relation to the engagement of subcontractors
- prescribe the terms and conditions on which subcontractors are engaged (including the terms and conditions of employees of a subcontractor)
- prescribe the scope of work or tasks that may be performed by employees or subcontractors

The 2016 Building Code prohibited such practices precisely because history and practice in the construction industry had demonstrated they were inefficient and reduced value for money. In contrast, the Framework will encourage some of these practices. Moreover, it does nothing to prevent them. Any claims to 'value for money' are essentially meaningless if the Framework fails to address the risk of unproductive practices that are entirely foreseeable and proven to be inefficient.

Lack of safeguards to protect against corruption risks

Recent experience in the construction industry demonstrates the corruption risks associated with government procurement. The pattern is clear and well established. Where government procurement policy has made union-favoured industrial arrangements commercially valuable, this has been accompanied by industrial leverage that has been misused to impose unproductive or inappropriate requirements on businesses. Worse, this industrial leverage has been monetised for private and improper financial gain. This has been done by both unscrupulous unions and unscrupulous businesses.

The proposed changes repeat clear flaws in state-based procurement policies in Queensland and Victoria, which have become notorious for generating enormous cost blowouts and grave allegations of serious corrupt conduct. Concerns have been raised by other parties that the proposed Framework would result in 'procurement-rigging' in support of union-favoured tenderers.[19] The MCA shares these concerns. Critically, in both Queensland and Victoria union-preferred workplace arrangements were not a formal 'condition' of government work. Preferential treatment was enough to give those arrangements commercial value and create leverage over businesses seeking government work.

In seeking to carve out the construction sector from the Framework, the government's policy implicitly acknowledges this risk. The MCA supports differential treatment to account for the specific risks in the construction industry. However, even after removing the construction industry, the Framework does not sufficiently deal with the risk of corruption. It contains no safeguards against this risk in other industries. For example, it will not be unlawful for a union to seek to influence a procurement process by pressuring an employer to accept unproductive or unreasonable terms in collective agreements under the threat that government funding may be put at risk. This could simply become an ordinary part of doing business.

[19] '*Rigged: Business blasts Labor's latest suite of new pro-union procurement rules*', The Australian, 28 September 2026: https://www.theaustralian.com.au/nation/politics/rigged-business-blasts-labors-latest-suite-of-new-prounion-procurement-rules/news-story/f8a0e282c99341623e6a7247125a4504

Case studies in procurement-rigging and corruption

Recent history has shown that where government procurement has made union-endorsed industrial arrangements commercially valuable, this has undermined the public interest through a loss of rigour and integrity in procurement processes and an elevated risk of corrupt practices.

These risks have been revealed in great detail in Queensland, Victoria and the ACT, where similar government procurement policies have been corrupted at great cost to taxpayers and enormous cost to public integrity.

In Queensland, the former 'Best Practice Industry Conditions' for government procurement in the construction industry mirrored many of the proposed elements of the Framework. Under the BPIC policy, the 'executive government' could issue its preferred 'best practice' industrial conditions as a condition of tendering. In practice, these were little more than a 'cut and paste' version of the CFMEU's preferred enterprise agreement terms. The Queensland Productivity Commission found they had contributed to a decline in industry productivity of around 9 per cent since 2018.[20] Moreover, they also led to highly questionable and corrupt practices, as the union effectively became the 'gatekeeper' in determining which businesses could tender for government-funded work. This is entirely consistent with the ACTU's proposed tender process, in which potential tenderers must first qualify for union approval before even being considered for government work.

In Victoria, a similar approach has been applied to state government-funded infrastructure projects. The 'Watson Report' into corruption in the Victorian building industry estimated (conservatively) that the cost of inefficiency and corruption added 15 per cent to the overall costs – a total of $15 billion.[21]

The extent of corrupt and unlawful practices that have been recently documented in media reports and in the 'Watson Report', which revealed how such practices have led to 'systemic corruption' in which:

> EBAs were bought and sold as commodities on a kind of black market. According to the black market, different types of EBAs had different values. Unsurprisingly, labour hire and traffic management EBAs were the most valuable. There were many accounts to suggest that a labour hire EBA will cost $500,000, there was one account (mentioned above) where the asking price was $1 million. There was hard evidence that eager contractors paid $250,000 to obtain a civil construction EBA and that $250,000 had been agreed for a demolition EBA. We also know that, at least usually, the way the black market operated involved an arrangement made before the EBA was allocated – the corrupt businessman paid someone to have a new EBA drawn up and agreed…[22]

Undermining productive and high-paying workplace arrangements not favoured by unions

The Framework assumes that particular forms of workplace arrangement, including union enterprise agreements and direct permanent employment, produce better outcomes for workers. That assumption is flawed. The existence of a union enterprise agreement does not itself mean that workers receive better pay, conditions or job security. Nor does its absence mean that workers receive poor outcomes.

Mining provides direct evidence of this. Highly productive workplace arrangements can deliver high wages, superior conditions and secure employment without union enterprise agreement coverage. Workplace arrangements in the Pilbara since the 1990s provide an important example. The proposed Framework risks placing such arrangements at a commercial disadvantage simply because they do not conform to the industrial model preferred by unions.

Undermining service contracting in the mining industry

The proposed changes treat direct and permanent employment as the preferred form of employment, with arrangements such as service contracting and labour hire treated as less 'secure' or desirable. This fails to recognise the important and legitimate role these arrangements play in mining – and the

[20] Queensland Productivity Commission, *Opportunities to Improve Productivity of the Construction Industry: Final Report* (October 2025), https://qpc.qld.gov.au/wp-content/uploads/QPC_Final-Report_24-Oct-2025.pdf.
[21] G. Watson SC, 'Rotting from the Top: The CFMEU in Victoria during the Setka Era': https://www.cfmeuinquiry.qld.gov.au/__data/assets/pdf_file/0005/897476/gw-13-watson-report-victoria-redacted.pdf
[22] 'The Black Market: Buying and Selling EBAs', page 61

fact that non-direct forms of employment through contractors also provide permanent full-time employment.

Service contractors are integral to mining operations. They provide specialised services ranging from full-service mining, construction and infrastructure to equipment maintenance, drilling and exploration, logistics and site services. A 2019 Deloitte Access Economics survey of MCA members found that service contractors accounted for approximately 40 per cent of the mining operations workforce.

The Framework states that, as an indicator of good practice, more than 80 per cent of a supplier's workforce should be directly and permanently employed. This is an arbitrary figure with no rationale. It does not define 'workforce', including whether employees of service contractors and subcontractors are included. If they are included but not regarded as directly employed, many mining businesses could be unable to satisfy the benchmark without fundamentally changing their operating models.

The Framework should not discourage service contracting or labour hire where these arrangements provide the most efficient and appropriate means of performing work.

Undermining employees' rights to decide their workplace arrangements

Australian law currently preserves democratic principles in the industrial relations system by making employees the decision makers in relation to whether they are represented by a union in collective bargaining. This includes the power to compel an employer to bargain with a union where a majority of employees supports it. However, there can be good reasons why employees may choose not to engage in union collective bargaining. For example, employees in workplaces where there is a high level of workplace trust and cooperation may collectively prefer a workplace model that prioritises sustainably high pay and good conditions underpinned by high productivity.

The Framework undercuts the ability of employees to decide their industrial representation by providing a *de facto* advantage to businesses with union enterprise agreements when they deal with the Commonwealth. The mere existence of a union enterprise agreement does not in itself indicate the 'ethical treatment of workers', as the Framework seeks to promote. Nor does the absence of a union agreement indicate that workers are not being treated ethically. Indeed, enterprise agreements can be counterproductive if they embed inefficient work practices that ultimately do not benefit workers, while workplaces without union enterprise agreements may provide high pay, good conditions and secure employment.

Employees, not the Commonwealth, should remain the decision makers in relation to which workplace arrangements are in their interests. The Framework should recognise this by expressly stating that the question of whether a business is covered by a collective agreement, and the type of any such agreement, is solely a matter to be freely determined by that business and its employees, in accordance with the *Fair Work Act*.

More union powers without protecting freedom of association

While the Framework states suppliers are expected to *'respect the right to freedom of association'*, its true effect is to attack this freedom by expanding union powers. It proposes to give union delegates greater powers to access and communicate with employees than currently exist under Australian workplace laws. This includes the expectation in 1.2(c) that suppliers should allow unions to communicate with employees during induction processes.

By contrast, the Framework provides no recognition that employees should not be exposed to inappropriate pressure or adverse consequences from union officials or union delegates. Such protections are even more important following recent legislative changes to the *Fair Work Act* that have significantly expanded union delegates' rights to communicate with employees and access workplace facilities. The same legislation has also severely restricted employers' ability to take any action that might be considered to be 'hindering, obstructing, or interfering' with the exercise of those rights.[23] The breadth of these new union powers has been confirmed by the Full Federal Court, which

[23] *Fair Work Act 2009* (Cth) ss 350A, 350C; Fair Work Legislation Amendment (Closing Loopholes) Act 2023 (Cth) sch 1 pt 7.

reversed a Fair Work Commission decision that had sought to place reasonable and practical limits on how those powers could be used.[24]

At the very least, the Framework should draw on the former *Code for the Tendering and Performance of Building Work 2016*, which contained safeguards to support freedom of association, including a prohibition on any clause in an enterprise agreement that suggested union membership was '*anything other than a matter for individual choice'.*[25] This Code was repealed by the government immediately following its election in 2022.

'Transparent' and 'enforceable' terms and conditions

The Framework includes a requirement that employers demonstrate they have 'transparent' and 'enforceable' mechanisms to provide employees with appropriate terms and conditions.

The use of such language is concerning, given how it has been misused by certain unions in campaigns in support of union collective agreements. For example, unions currently campaigning for union collective agreements to cover iron ore workers in the Pilbara have asserted that terms and conditions not contained in such agreements are not 'transparent'.[26]

In a similar vein, the union which campaigned for multi-employer bargaining to be imposed on three NSW coal mining businesses falsely asserted that terms and conditions not contained in a collective agreement were not 'enforceable'. This false claim was criticised by the Fair Work Commission's decision in this matter, which stated that *'the bold assertion that such contracts are not enforceable and can legally be unitality changed, without appropriate qualifications is not correct [sic].'*[27]

The use of language such as 'transparent' and 'enforceable' in this context is therefore concerning given that in an industrial campaign context, this is loaded language, that has particular meaning from a union perspective. It is not appropriate for the Framework to use subjective terms such as 'transparent' and 'enforceable' in a context where unions have asserted that such requirements can only be met through collective agreements. At best, this may be a careless use of language in the consultation paper. At worst, it is the government adopting the language and the objective of union campaigns for union agreements.

Additional obligations that undermine freedom of association

While some terms in the Framework appear to simply mirror existing obligations under the *Fair Work Act*, other terms impose additional obligations, with the clear intent that they are designed to ensure that union collective agreements will be required.

For example, Principle 2.1(a) requires that:

> In industries where enterprise bargaining is accessible, suppliers and the majority of their workers are covered by an enterprise agreement genuinely agreed and negotiated in good faith, approved by the Fair Work Commission, and covered by a registered employee organisation.

This principle is an affront to the principles of freedom of association and would otherwise be unlawful under the *Fair Work Act*, as it effectively compels employers seeking government work into a union agreement merely if such agreements are 'accessible' in their industry. This applies regardless of how many (if any) employees are union members, and regardless of how many (if any) employees actually want such an agreement.

Of equal concern is Principle 2.1(b), which requires that:

> If requested to commence enterprise bargaining negotiations by workers or a registered employee organisation entitled to represent them, suppliers issue a Notice of Employee Representational Rights.

[24] *Construction, Forestry and Maritime Employees Union v Australian Industry Group* [2025] FCAFC 187.
[25] *Code for the Tendering and Performance of Building Work 2016* (Cth) clauses 11(1)(n), 13(2)(j).
[26] Australian Financial Review, *BHP faces first Pilbara strike in decades after electricians' ballot*, 25 March 2026: https://www.afr.com/companies/mining/bhp-faces-first-pilbara-strike-in-decades-after-electricians-ballot-20260324-p5uk9r
[27] *Association of Professional Engineers, Scientists and Managers, Australia v Great Southern Energy Pty Ltd T/A Delta Coal; Whitehaven Coal Mining Ltd; Peabody Energy Australia Coal Pty Ltd; Ulan Coal Mines Ltd* [2024] FWCFB 253, [281].

This principle is also contrary to both freedom of association and the provisions of the *Fair Work Act*. The Act provides for democratic decisions by employees to decide whether they wish to engage in collective bargaining. If a majority of employees wish to be covered by a collective agreement, the employer is required to issue a 'notice of employee representational rights' and commence bargaining. The Framework does away with this democratic requirement. All that would be required is for a union to 'request' bargaining, and an employer would be effectively forced into a union bargaining process – bypassing employees' role in deciding whether this is the course they wish to pursue.

These two provisions are objectionable in principle and further evidence of how the Framework is designed to force employers into union collective agreements. They make a farce of words in the Framework that it '*does not require an employer to enter into an enterprise agreement as a condition of receiving government funding*'.

In this respect, the Framework goes even further than the Queensland BPIC policy and even further than the Victorian government's policies in terms of requiring union enterprise agreements and the potential for cost blowouts and corrupt practices that this will entail.

Making it harder to build Australia's critical minerals industry

The Australian Government is seeking to build a globally competitive critical minerals and rare earths industry in circumstances it acknowledges are already exceptionally challenging.[28]

This includes strategic investments to help projects overcome significant commercial barriers and attract investment.

The MCA has identified around $50 billion worth of potential Commonwealth contracts in the resources industry that could be impacted by the Framework. These include, but are not limited to:

- Concessional loans for critical minerals projects under the 'National Reconstruction Fund'
- Research and development funding through Cooperative Research Centres (CRCs)
- Community Benefit Principles attached to Future Made in Australia assistance
- Northern Australia Infrastructure Facility
- Export Finance Australia (currently providing assistance to businesses to manage minimum fuel inventory stocks)
- Funding support for various smelters to remain operational

A list of potential Commonwealth contracts and their possible value is set out in the **Appendix** to this submission.

The already difficult challenge of building critical minerals and rare earths industries risks being compromised if access to that support is made conditional on businesses adopting inefficient or prescriptive workplace arrangements.

Australia cannot afford to jeopardise a globally competitive critical minerals industry by using government financial support to influence how participating businesses structure their workforces.

[28] Australian Government, *Critical Minerals Strategy 2023-2030*, June 2023.

NEEDLESS DUPLICATION OF EXISTING LAWS AND REGULATIONS

The Framework creates unnecessary red tape

The Framework overlaps with existing regulations. It is predicated on five principles, which in turn form the basis of specific obligations. These are:

1. Secure work and fair treatment of workers
2. Fair wages and conditions
3. Safe and healthy workplaces
4. Promote gender equality and diversity
5. Support for local industry workforce capability and capacity development where possible

Of these five principles, the first four are already comprehensively dealt with by existing laws and regulations. This includes comprehensive workplace relations, anti-discrimination and safety laws and regulations that apply to employers.

These laws and regulations have been made even more onerous in recent years. The government's previous consultation paper on the Framework noted no less than five separate pieces of workplace relations legislation passed by the government since 2022, intended to:

> …improve fairness, promote gender equality and job security, protect workers' entitlements and increase wages.[29]

This included changes to:

- Ensure enterprise agreements have been genuinely agreed
- Provide a range of powers to union delegates, such as communications rights, access to facilities and equipment and paid training leave
- Convert casual employees to permanent employment if they choose to do so
- Restrict the use of fixed-term employment contracts
- Ensure workers supplied to perform work for the benefit of another business are paid the same as directly employed workers
- If the government has already passed such a large number of laws to secure such outcomes, it begs the question as to why further obligations on business are now necessary.

The Framework does not identify or aim to address any 'gaps' in these laws. It simply adds administration over subject matter that is already comprehensively regulated.

The Framework makes it clear that the burden of proof will be on businesses: *'The Australian Government expects businesses to demonstrate how they meet these principles to support secure work for their workers wherever possible'.*

Requiring further documentation about 'secure work' will not make work more secure. It simply diverts limited resources away from increasing productivity and competitiveness and into another layer of compliance activity. While larger businesses may be able to absorb additional costs, for smaller businesses, this would have a larger impact.

Duplication between the Framework and existing regulations

It is unclear from the Framework whether it is simply requiring businesses to observe their existing obligations, or whether it is adding additional duties. As the table below illustrates, some proposed

[29] Department of Employment and Workplace Relations, *Secure Australian Jobs Code Consultation Paper*, 2025, p 5.

duties in the Framework appear to simply reflect existing legal duties whilst others appear to go further, though this is often not clear given the vague wording of the Framework.

Framework obligation	Relation to existing duty	Impact
1.2(a) Suppliers comply with all applicable workplace relations laws and instruments (including relating to pay and conditions), and demonstrate they have rectified any historic breaches, and have processes in place to address any past judgments, applicable orders, decisions or directions.	Obligations apply under the *Fair Work Act*, with sanctions for non-compliance	The Framework appears to simply reflect existing legal duties.
1.2(b) Suppliers have policies and practices in place to ensure workers can exercise their rights to freedom of association in the workplace.	Obligations apply under the *Fair Work Act*, with sanctions for non-compliance	The Framework undermines freedom of association by allowing discrimination in favour of union agreements. It is unclear whether it requires suppliers to introduce new company policies to reflect their existing legal duties.
1.2(c) A supplier's workers are entitled to communicate directly with a registered employee organisation or workplace delegate in relation to their workplace rights, including during an induction.	The *Fair Work Act* and awards include extensive rights for employees to communicate with union delegates and new powers for delegates in workplaces. However, these do not mandate delegates' powers at inductions.	Businesses will be required to provide additional powers for union delegates to address employees at inductions.
1.2(d) A supplier's workers have the right to access representation in relation to their workplace rights, including from a registered employee organisation.	Employee rights to be represented by unions are protected in detail in the *Fair Work Act*.	The Framework appears to simply reflect existing legal duties.
1.3(a) Suppliers adhere to labour standards in the fundamental conventions of the International Labour Organisation and, where applicable, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct.	Goes beyond existing legal obligations	Businesses will be required to undertake further compliance activity to demonstrate compliance with international treaties.
1.3(b) Suppliers have policies and processes in place to identify and prevent, mitigate or address risks to labour and human rights in practice, such as risk assessments for high-risk industries.	Goes beyond existing legal obligations	Businesses will be required to undertake further compliance activity.
1.3(c) Suppliers publicly report on modern slavery risks and actions taken to address those risks, and are compliant with obligations under the Modern Slavery Act.	Existing legal duties plus additional assessment and reporting requirements.	Even small businesses will be required to assess and then 'publicly report' on their modern slavery risks.

		Compliance with the *Modern Slavery Act* reflects existing legal duties.
2.1(a) In industries where enterprise bargaining is accessible, suppliers and the majority of their workers are covered by an enterprise agreement genuinely agreed and negotiated in good faith, approved by the Fair Work Commission, and covered by a registered employee organisation/s.	Until July 2026, the *Fair Work Act* prohibited the Commonwealth from requiring suppliers to have union collective agreements. The conduct required by the Framework was previously illegal.	Imposes a *de facto* requirement for a union agreement.
2.1(b) If requested to commence enterprise bargaining negotiations by workers or a registered employee organisation entitled to represent them, suppliers issue a Notice of Employee Representational Rights.	The Fair Work Act requires an employer to issue a Notice of Employee Representational Rights when a majority of employees indicate their support to commence enterprise bargaining.	A major departure from the democratic rules governing bargaining under the Fair Work Act. A single union official could 'request' collective bargaining, in the absence of employee support, and the business would be required to do so.
2.1(c) Enterprise agreements between suppliers and their workers are negotiated in good faith, genuinely agreed and made free from coercion or intimidation.	Existing legal obligations under the *Fair Work Act*. The Fair Work Commission cannot approve agreements that were not negotiated in good faith, not genuinely agreed, or were a result of coercion or intimidation.	Does the Framework require employers to re-litigate Commission approval processes, or require Commonwealth authorities to second-guess Commission decisions?
2.1(f) Labour hire workers receive at least the same pay as a suppliers' directly hired workers doing the same work.	The Fair Work Act now provides for 'Same Job, Same Pay' orders to be made by the Fair Work Commission when workers are considered to be performing the 'same' work.	Will suppliers be required to perform the role of the Commission in determining whether work is 'the same'? Is the Framework intended to bypass the Fair Work Commission process and remove the need for unions to apply for 'Same Job, Same Pay' orders? The question of what is or is not 'labour hire' is contested and is a matter for the Commission to determine. Is the Commonwealth entity expected to make such decisions?
2.1(i) Where a government contract is awarded to a new supplier, wherever possible, suppliers offer employment to existing employees of the outgoing contractor where there are available positions on the site; and provide all	'Transfer of Business' rules under the *Fair Work Act* impose similar obligations.	The Framework appears to simply reflect existing legal duties.

employees with wages and conditions no less favourable than those provided by the outgoing contractor.		
3.1(a) Suppliers participate in WHS accreditation schemes where required or implement recognised WHS management frameworks. 3.1(b) Suppliers have processes in place to record and address notifiable WHS incidents. 3.1(c) Suppliers have policies and systems in place to manage WHS risks for workers, including but not limited to, workers, contractors, volunteers and apprentices. 3.1(d) Suppliers have established Health and Safety Representatives, who are able to access recognised health and safety training of their choice. 3.1(e) Suppliers have Health and Safety training and worker consultation arrangements in place. 3.1(f) Suppliers have processes to ensure they are considering and implementing relevant guidance published by Safe Work Australia and relevant jurisdictions.	Existing obligations under Work Health and Safety legislation.	The Framework appears to simply reflect existing legal duties.
4.1(e) Suppliers comply with applicable reporting and other obligations under the Workplace Gender Equality Act 2012.	Existing obligations under the *WGEA Act*.	The Framework appears to simply reflect existing legal duties.

HOW THE FRAMEWORK WILL BE APPLIED IN PRACTICE

The statement in the Framework that a union collective agreement will not be a 'condition' of tendering for Commonwealth work is not credible when detail of the Framework is considered.

Any objective reading of the Framework can only conclude that it has been intentionally designed to leave businesses with no alternative but to enter into such an agreement in order to meet its requirements.

In practice, both Commonwealth agencies and unions will adopt the view that there is an 'easy way' or a 'hard way' to comply. The 'easy way' is for a business to agree to the relevant union collective agreement, which may include terms necessary to satisfy most or all the Framework obligations. This was the reality in practice under the Queensland BPIC policy. It was also its deliberate design feature. In Victoria, the relevant Minister reportedly told prospective tenderers to simply reach an agreement with the CFMEU in order to be considered for particular government projects.[30]

The table below sets out various obligations under the Code and how they compare to equivalent terms in the current CFMEU Victoria 'pattern' agreement. It then compares how the Framework suggests that these obligations could be achieved without a union agreement. The list below is an illustrative sample of certain union agreement terms and is by no means exhaustive.

Examples of union pattern agreement terms

Framework obligation	CFMEU pattern agreement term[31]	Alternative means of compliance under the Framework?
2.1(a) In industries where enterprise bargaining is accessible, suppliers and the majority of their workers are covered by an enterprise agreement genuinely agreed and negotiated in good faith, approved by the Fair Work Commission, and covered by a registered employee organisation/s.	*The employer satisfies this requirement by signing the pattern agreement.*	'Suppliers demonstrate through appropriate independent public benchmarking that they have transparent and enforceable mechanisms to provide workers with safe and secure jobs with good conditions that exceed the applicable modern award and the prevailing relevant industry-standards (compared with employers with an enterprise agreement).'
1.1(a) Suppliers support direct and permanent employment wherever possible. For example, the majority of the workforce is employed on a direct and permanent basis, e.g., over 80%.	*Works may be sub-subcontracted to genuine subcontractor businesses: where direct engagement is not practicable; or where it is consistent with custom and practice … The intent remains that key trades … will be employed directly by the Employer*	Not stated
3.1(a) Suppliers participate in WHS accreditation schemes where required or implement recognised WHS management frameworks.	*'an employee appointed or elected as an accredited Union Delegate/Employee representative shall, upon application in writing to the Employer, be granted up to 5 days leave with pay each calendar*	Not stated

[30] '*Can you work with the union or not?' Allan 'linked' to Big Build back-room dealmaking*', The Age, 1 July 2026: https://www.theage.com.au/national/can-you-work-with-the-union-or-not-allan-linked-to-big-build-s-back-room-dealmaking-20260630-p60bcn.html

[31] https://www.cfmeuinquiry.qld.gov.au/__data/assets/pdf_file/0008/912536/cbu56-enterprise-bargaining-agreement-between-form-solutions-australia-pty-ltd-and-the-cfmeu-subcontractors-formwork-eba.pdf

	year non-cumulative to attend courses approved by the Employer.'	
3.1(d) Suppliers have established Health and Safety Representatives, who are able to access recognised health and safety training of their choice.	*'All duly elected Health and Safety Representatives shall be allowed to attend training and information sessions subject to the same requirements as those contained in Appendix E hereof so that Health and Safety Representatives are kept abreast and fully informed in the provision and maintenance of the highest possible Health and Safety Representatives standards.'*	Not stated
4.1(c) Suppliers demonstrate good practice by supporting flexible working arrangements and employer-funded parental leave are available and, accessible for employees.	*Consistent with clause 7 of this Agreement (Diversity and Inclusion), the Parties support the promotion of women into the industry and shall discuss means to achieve this objective, including ways to encourage and assist women to seek and maintain employment in the construction industry. The Parties commit to considering any recommendations provided by relevant industry working groups (with representatives from Employer Associations and the Union) in relation to the provision of parental leave entitlements.*	Not stated
4.1(g) Suppliers set targets to improve the representation of people from culturally and linguistically diverse backgrounds and First Nations people.	*Consistent with the values of the Employer, the Parties to this Agreement recognise the importance of investing for the future and creating a flexible and inclusive workplace where diversity is embraced and supported. The Parties agree that creating an accessible work environment that facilitates flexible and inclusive work practices and strategies around the attraction, engagement and retention of Employees, who represent the communities within which we operate, is important.* *The Employer, Employees and the Union recognise the First Nations People in the State of Victoria as the Traditional Owners of the Land. The Employer will ensure that an acknowledgement of Traditional Owners of the Land will be made on every Project. All Employees will receive cultural awareness information as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the Project is being constructed.*	Not stated

COMMENTS ON THE FRAMEWORK PRINCIPLES

Principle 1.1: 'Support secure work'

- Principle 1.1 requires suppliers to maximise secure work *'wherever possible'*. However, 'secure work' is not defined. Instead it treats direct and permanent employment as the preferred form of employment, with casual employment, fixed-term employment, labour hire to be used only where direct permanent employment is 'not feasible' or there is a 'genuine operational reason'.
- As an indicator of good practice, it proposes that the majority of a supplier's workforce should be directly and permanently employed, *'e.g., over 80%'*. No evidence has been provided to support the 80 per cent threshold or explain why it is an appropriate measure of job security across every industry and business. Nor does the Framework define 'workforce', including whether it includes employees of service contractors and subcontractors.
- Similarly, the Framework does not define 'not feasible' or 'genuine operational reason', or provide any guidance on satisfying those tests.

Principle 1.2: 'Respect worker rights'

- The Principle requires suppliers to *'respect the rights and entitlements of their workers'* and comply with all relevant workplace legislation.
- Suppliers are expected to be able to demonstrate compliance with 'all applicable workplace laws and instruments'. No clear justification is provided for imposing a separate procurement test over matters already extensively regulated. To the extent its indicators simply reflect existing obligations under the Fair Work Act, they would create unnecessary duplication. Such matters should be dealt with by the Fair Work Commission, Fair Work Ombudsman and courts rather than through a parallel procurement regime.
- Indicators 1.2(c) and 1.2(d) appear to provide broader rights to union communication and representation than existing law. In particular, 1.2(c) provides for direct communication with a registered employee organisation or workplace delegate *'including during an induction'*.
- The addition of prescriptive requirements to allow union officials into induction meetings is an unwarranted expansion of union powers, which have only recently been revised by parliament.
- The requirement to have 'rectified' historic breaches does not recognise businesses that are taking appropriate rectification steps.

Principle 1.3: 'Prevent labour exploitation in supply chains'

- Principle 1.3 requires suppliers to take steps to prevent labour exploitation in their supply chains, including by having systems to identify and address risks of forced labour, modern slavery and other breaches of internationally recognised labour standards.
- Suppliers are already subject to statutory requirements under the *Modern Slavery Act 2018* and other applicable workplace laws. The incentive to comply with these laws is already strong, with potential criminal liabilities for failures to comply. The government is also currently considering major changes to the *Modern Slavery Act* to expand these obligations even further.[32]
- The Framework should not create a separate or inconsistent standard through procurement policy. Existing statutory reporting and enforcement mechanisms should remain the primary means of regulating these matters.

[32] Attorney-General's Department, 'Strengthening Australia's response to modern slavery in supply chains' consultation page: https://consultations.ag.gov.au/crime/modern-slavery/

Principle 2.1: 'Support jobs with good conditions'

- Principle 2.1 requires suppliers to provide '*good pay and conditions'* through *'transparent and enforceable mechanisms*'.
- Indicator 2.1(a) strongly favours union collective agreements, including an expectation that, where enterprise bargaining *'is accessible'*, the majority of workers *'are covered by an enterprise agreement… and covered by a registered employee organisation/s*'.
- The assumption is that coverage by a union enterprise agreement is itself evidence of good employment conditions. That assumption is flawed. The mere existence of a union enterprise agreement does not mean that workers receive better pay, conditions or job security. Nor does the absence of a union agreement mean that workers receive poor pay or conditions.
- Giving preference to union agreements in this way would have previously been unlawful discrimination under the *Fair Work Act*. It is not an acceptable basis for a procurement policy.

'Prevailing industry standards' are undefined and practically impossible to assess

- Indicator 2.1(a) requires that where a union enterprise agreement does not apply, employers must demonstrate through *'appropriate independent public benchmarking'* that their conditions exceed the applicable award and *'prevailing relevant industry standards (compared with employers with an enterprise agreement)*.
- This is an absurd standard to apply and, in practice, could be virtually impossible to demonstrate. No explanation is provided of what constitutes a *'prevailing relevant industry standard'* or how such a standard would be established. In mining, there is no single set of prevailing wages and conditions. Employment arrangements vary significantly between commodities, occupations, locations, operations and projects, as well as between individual employers.
- The proposed comparison is made more difficult by the complexity of remuneration arrangements. Enterprise agreements and individual employment arrangements can contain different combinations of base rates, allowances, bonuses, incentive payments, rosters, leave and other benefits. There is no obvious basis on which a Commonwealth procurement official could determine that one package of conditions 'exceeds' another.
- The requirement for *'appropriate independent public benchmarking'* does not resolve this problem. The Framework does not identify an accepted benchmark, prescribe a methodology or explain what evidence would be sufficient. A supplier should not be placed at a competitive disadvantage because it cannot demonstrate compliance with a standard that the government itself has not defined.
- The Queensland 'Best Practice Industry Conditions' (BPICs) policy stated that its objective was to:

  > *ensure.. best practice industrial relations, to minimise disruption and resulting time and cost implications for major projects.*[33]

- The BPIC experience demonstrates how meaningless government procurement codes can be when they refer to concepts such as 'value for money' yet allow for conduct that would achieve the exact opposite.

[33] '*Best practice principles: Quality, safe workplaces'*, Queensland Government Procurement Office of Industrial Relations, April 2023, page 6.

Commonwealth officials should not have to second-guess the Fair Work Commission

- Indicator 2.1(c) requires evidence that enterprise agreements are negotiated in good faith, genuinely agreed and made free from coercion or intimidation. These are already statutory prerequisites to approval of an enterprise agreement under the *Fair Work Act*.[34]
- The Commission must also be satisfied that agreements meet the Statement of Principles on Genuine Agreement.[35] Coercion in the making of agreements is already unlawful under the 'General Protections' of the Act.
- There is no justification for requiring businesses to re-litigate the validity of their agreement through Commonwealth procurement matters already determined through the statutory agreement approval process. Nor should Commonwealth procurement officials be placed in the position of second-guessing assessments already made by the Fair Work Commission.

Principle 3.1: Manage work health and safety

- Principle 3.1 requires suppliers to comply with applicable WHS laws and provide healthy and safe workplaces. Its indicators of good practice cover WHS management frameworks, incident reporting, risk management, Health and Safety Representatives, training and worker consultation.
- Safety is the first priority in the mining industry and mining operations are regulated by comprehensive legislative and regulatory safety requirements.
- The Best Practice Review of model WHS laws, released by Safe Work Australia, has acknowledged that legislative complexity is being driven by an increasingly fragmented WHS system.[36] It recommended stronger harmonisation, reduced duplication, clearer regulatory architecture, practical industry-based guidance and a modernisation of the WHS Regulations to make compliance requirements more consistent, accessible and easier to navigate.
- The Framework should not exacerbate fragmentation by creating further unnecessary duplication in areas that are already comprehensively regulated. In any event, the Framework is unclear as to whether it is attempting to create additional obligations.

Principle 4.1: Act to improve gender equality and diversity in the workplace

- Principle 4.1 requires suppliers to demonstrate an ongoing commitment to 'embed systems and practices that promote gender equality and diversity in the workplace'.
- The mining industry recognises the benefits of a diverse and inclusive workforce and has made significant progress to broaden participation and improve opportunities for women and other under-represented groups.
- While the Principle focuses on systems and practices, Indicator 4.1(f) expects a supplier's gender pay gap to be below the industry midpoint. The government should be cautious about using a single workforce outcome as an indicator of good practice. The MCA recommends focusing on the actions suppliers are taking, rather than one measure be reflect by workforce constraints, rather than rather than a supplier's level of effort and ambition to implement change.
- Several indicators also create duplicative, additional or unclear procurement expectations in areas already comprehensively regulated by workplace and gender equality laws. The Framework should not create a parallel regulatory regime through procurement.

5.1: Support local employment and industry capability

[34] Fair Work Act (Cth), s 186.
[35] Fair Work Act (Cth), s 188.
[36] Safe Work Australia, 'Safe Work Australia calls for national action to prevent workplace fatalities and manage emerging workplace risks', 19 October 2026.

- Principle 5.1 seeks to implement an expectation that FIFO and DIDO employment should only be used where *'genuinely necessary'*. The concept of genuine necessity is not defined and is inherently problematic. The Framework goes further by requiring particular supports where FIFO or DIDO is used, including in relation to rosters, fatigue management, accommodation, travel arrangements, mental health and worker wellbeing.
- The MCA does not support introducing ambiguous expectations that would require suppliers to justify legitimate workforce models against an undefined test of genuine necessity. Mining businesses should retain the ability to determine the appropriate mix of local, FIFO and DIDO workers having regard to their operational and workforce requirements. Commonwealth authorities (or unions) are in no position to second-guess these decisions by determining whether they are 'genuine' or 'necessary'.
- There is no question that mining already makes a major economic and social contribution to regional and remote Australia. Government policy should continue to recognise and support this contribution. In 2023-24, the mining industry purchased $161.1 billion in goods and services from around 63,700 Australian suppliers, with local procurement supporting businesses across regional and remote Australia.[37] Regional economic contribution should not be assessed solely by the residential location of employees. Employment, procurement, skills development and business opportunities contribute to regional economies and Australian industrial capability, consistent with indicators 5.1(a)–(d) of the Framework.
- Mining is also a cyclical industry exposed to volatile commodity markets and intense international competition. The industry faces significant workforce pressures, with demand for an additional 35,400 workers expected by 2028.[38] Mining operations must be able to respond to changing production requirements, skills shortages and other operational demands. FIFO and DIDO arrangements remain an important part of this capacity.
- FIFO and DIDO arrangements can also support employment and training commitments with Traditional Owners, including opportunities for Aboriginal and Torres Strait Islander people residing outside the immediate project region. Restricting these arrangements could inadvertently limit the economic participation the Framework seeks to encourage.
- Requiring businesses to demonstrate 'genuine necessity' before engaging FIFO or DIDO workers would not make additional workers or skills available locally. It would instead add another regulatory and administrative hurdle to engaging workers where and when they are needed.

[37] Minerals Council of Australia, Australian Mining: Mapped 2025 (2025), citing Lawrence Consulting, Australian Resource Sector Economic Contribution Study 2023-24 (July 2025).
[38] Minerals Council of Australia, *Skilled Migration and the Australian Mining Sector* (2026), citing Australian Bureau of Statistics, *Characteristics of Australian Business* (2025).

APPENDIX: RESOURCES INDUSTRY EXPOSURE TO THE 'SECURE AUSTRALIAN JOBS FRAMEWORK'

Incentive / Program	Instrument Type	Amount	Form of Support
Critical Minerals Production Tax Incentive (CMPTI)	Refundable tax offset (10 percent)	~$7 billion (starts 1 July 2027, ceases on 30 June 2040)	Refundable tax offset, capped at 10 years eligibility per project/facility.
Critical Minerals Facility - Export Finance Australia (EFA)	Concessional finance	$4 to 5 billion facility (current envelope)	Concessional loans / guarantees
Northern Australia Infrastructure Fund (NAIF)	Concessional infrastructure/project finance	~$5 billion total facility	Co-finance loan; conditional support
CEFC (Clean Energy Finance Corporation)	Concessional/strategic investment (decarbonisation-linked)	$30 billion plus (economy-wide)	Debt finance; Equity participation
Direct Commonwealth co-investment (EFA / NAIF / National Reconstruction Fund Corporation)	Loans and equity	$1 to 2 billion per major project (indicative pipeline)	Equity and loans
Industrial processing support - Australian Renewable Energy Agency (ARENA) and other specific support	Grants / conditional funding / revenue support / demonstration funding	$400m (industrial transformation), plus $1.5 billion (FMA Innovation Fund) and targeted program	Support packages for specific projects to retain production (Cwlth & QLD govts)
Critical Minerals Development Program (2023)	Grants	$50m total grants	Direct grants ($1 to $30 million per project)
Austrade facilitation	Investment attraction	No defined funding envelope	Non-financial support through contractual arrangements (FDI, offtakes, partnerships)
Future Made in Australia (FMA)	Policy / funding framework covering various programs	Various commitments and obligations under specific programs	'Community Benefit Principles' as a condition of funding.
Critical Minerals Strategic Reserve	Supply chain resilience and incentivise development of critical minerals projects in distorted or immature markets	$1.2 billion initial commitment	Price support to de-risk project finance, including virtual stockpiling between strategic partner govts
Total funding exposure	**$48.65 to $50.75 billion**		