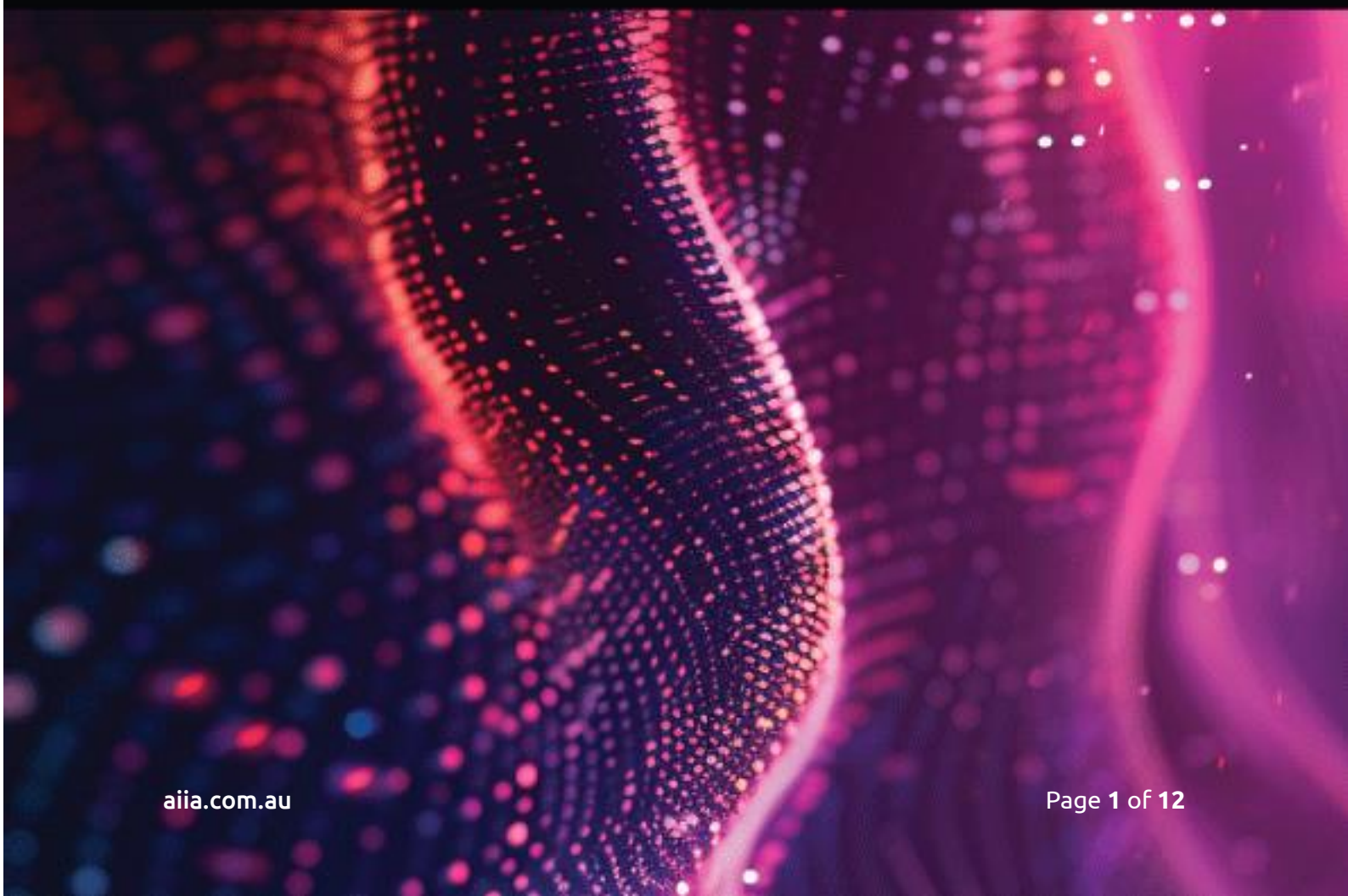
Australian Information Industry Association

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Submission on the Secure Australian Jobs Framework



About the AIIA

The Australian Information Industry Association (AIIA) is the nation's peak body for those in the digital ecosystem, leading strategic policy and advocacy to shape a thriving digital sector. Through strong engagement with government, industry, and the broader community, the AIIA ensures the voice of its members informs decision-making on technology, innovation, and digital capability.

Membership provides direct access to influential networks, premium events, and opportunities to collaborate on initiatives with the sector's best and brightest to drive industry growth, improve productivity, and secure Australia's place as a global technology leader. AIIA members access real collaboration, real connections, and real outcomes.

Executive Summary

AIIA supports secure, fairly paid work, safe workplaces and investment in Australian skills. These outcomes support reliable digital services and Australia's long-term technology capability. This submission responds to both the September 2026 draft Secure Australian Jobs Framework and the proposed amendments to the Commonwealth Supplier Code of Conduct, building on AIIA's earlier Secure Australian Jobs Code submission.

We welcome the principles-based approach and the express statement that an enterprise agreement is not a condition of government funding. However, important parts of the Supplier Code could undermine that flexibility. In particular, the expectation that suppliers meet a majority of the Framework's indicators risks turning examples of good practice into a numerical compliance test. Several indicators favour particular employment arrangements or require evidence that may be difficult for smaller technology businesses to obtain.

ICT procurement comprises a range of very different activities, from software subscriptions and equipment supply to ongoing managed services and specialist project delivery. Workforce stability matters across these activities, but it cannot reliably be assessed through a single permanent-employment percentage, the presence of an enterprise agreement or a requirement to retain an incumbent supplier's workforce. Assessment should consider lawful employment, actual conditions, worker choice and the capability needed to deliver the contract.

AIIA recommends clearer separation between mandatory obligations and illustrative indicators, equivalent ways to demonstrate good workforce outcomes, and evidence requirements proportionate to the supplier and procurement. These safeguards should appear in the operative Code and contract clauses, supported by consistent guidance. A staged implementation should test workforce benefits, supplier costs and competition before broader application.

Summary of Recommendations

AIIA recommends the following:

1. Remove the majority-of-indicators test and distinguish mandatory obligations, principles and illustrative evidence, with equivalent evidence expressly accepted.

2. Recognise lawful ICT delivery models and worker choice; remove the illustrative 80 per cent permanent-workforce benchmark and align employment pathways with applicable law.

3. Provide an equally accessible route for suppliers without enterprise agreements, without compulsory public benchmarking or a requirement to exceed prevailing industry standards.

4. Apply supply-chain, safety and diversity expectations through relevant, proportionate evidence, recognising existing reporting arrangements and statutory thresholds.

5. Recognise Australian digital skills, knowledge transfer and SME services as capability contributions, with clear treatment of global supply chains and mixed construction and ICT contracts.

6. Align contract-transition expectations across both documents and preserve lawful service redesign and employee choice.

7. Use reusable declarations and targeted verification, with reasonable supply-chain duties, confidentiality protections and fair, graduated enforcement.

8. Pilot the implementation, publish standard guidance and clauses before commencement, protect existing contracts from unplanned changes and review results before expansion.

Part One – Response to the draft Framework

Make the principles usable across different ICT procurements

The Framework's preamble describes the indicators as examples of good practice through which current and future suppliers can demonstrate a secure job with good conditions.[1] The proposed Supplier Code instead states that 'suppliers will demonstrate alignment with, and meet, the majority of the indicators in the Secure Jobs Framework'.[2] The Framework states that 'in the event of an inconsistency between the Secure Jobs Framework and the Supplier Code, the Supplier Code will prevail'[3], so the distinction has practical consequences.

The Department of Employment and Workplace Relations (DEWR) and the Department of Finance (Finance) should establish three clear categories: legal obligations that suppliers must meet; workforce principles assessed in the circumstances of the procurement; and examples of evidence that may demonstrate those principles. Suppliers should be able to explain why an indicator is inapplicable and provide equivalent evidence.

The final documents should define the assessment boundary. Assessment should concern the contracting supplier and activities relevant to delivery only. Agencies should not demand workforce data for an entire multinational group or unrelated business streams. The approach should recognise that different levels of influence are held by software resellers, systems integrators and manufacturers.

Any workforce criteria used to assess tenders should be disclosed with their assessment method before bids are prepared. Officials should consider the relevance and credibility of the evidence within value for money, including quality, delivery risk and competition. An undisclosed indicator count would increase uncertainty for bidders without explaining whether the procurement will improve workforce outcomes.

The final guidance should also confirm the circumstances in which the Supplier Code does not apply, and when an Accountable Authority (or an official to whom the power is delegated) may determine that a contract need not include the Code. This clarity is important given that breach of the Code can trigger immediate notification obligations and remediation activity.

[1] Department of Employment and Workplace Relations, Secure Australian Jobs Framework, Draft September 2026, 2.
[2] Amendments to the Supplier Code of Conduct to implement the Secure Australian Jobs Framework in procurement processes, September 2026, 3.
[3] Ibid 1, 3.

Principle one: Secure work and fair treatment

Framework 1.1 and indicators 1.1(a) to 1.1(c)

AIIA supports ongoing employment where the work supports it, predictable working arrangements and effective pathways for workers seeking permanent employment. The example of a workforce with over 80 per cent direct and permanent employment should be removed. Although presented as an example, it could become an informal threshold when combined with the Code's majority test.

Technology projects can require permanent staff, genuinely independent specialists and workers employed permanently by specialist subcontractors. A small cyber security firm may engage a specialist for a short penetration-testing assignment while maintaining stable employment for its core team. A managed services provider may employ staff permanently across several customers. These are illustrative delivery models, and assessment should examine the actual employment relationship and conditions. Genuine operational requirements should be recognised without requiring suppliers first to establish that permanent employment is impossible.

Indicator 1.1(b) should distinguish voluntary progression opportunities from statutory entitlements. Fair Work Ombudsman guidance describes an employee choice pathway for eligible casual employees after six months, or twelve months for small-business employees.[4] The draft's reference to six months across casual, fixed-term and labour hire workers is broader and should not be presented as a statement of those legal rights. Guidance should support lawful progression and worker choice without implying a universal conversion entitlement or an obligation on a host to employ another business's staff.

Framework 1.2 and worker representation

We support correct and timely entitlements, freedom of association and workers' access to representation. Indicators should reflect applicable workplace laws, including lawful delegate and entry rights, and preserve workers' choice to join or not join an organisation. Inductions should explain relevant rights and contact options without making participation in union engagement a procurement requirement. Bargaining notices under indicator 2.1(b) should be linked expressly to the applicable Fair Work Act requirements and triggers.

Framework 1.3 and supply-chain labour standards

AIIA supports preventing exploitation and modern slavery through effective due diligence and remediation. Technology supply chains can include hardware manufacturing, distributors, cloud services and specialist subcontractors across several jurisdictions.

[4] Fair Work Ombudsman – Becoming a permanent employee <https://www.fairwork.gov.au/starting-employment/types-of-employees/casual-employees/becoming-a-permanent-employee>.

Expectations should reflect the risk of harm and the supplier's ability to investigate, influence and address it, with stronger action where risks are identified.

Indicator 1.3(c) should allow for suppliers that comply with the Modern Slavery Act to be treated as substantially meeting this principle. The Framework should not establish a parallel reporting or due-diligence obligation that duplicates the Modern Slavery Act regime. Dual enforcement under two regimes with different standards and consequences would be disproportionate and would raise compliance costs without a corresponding improvement in worker outcomes. Existing statements and credible supplier assessments should be reusable. References to international labour standards should identify the relevant instruments and distinguish legal duties from broader responsible-business expectations. A supplier should demonstrate reasonable diligence and action on identified risks rather than warrant the absence of abuse throughout every upstream business.

Principle two: Fair wages and conditions

Framework 2.1(a) to 2.1(d) and Supplier Code 3.5

Enterprise agreements negotiated in good faith can support secure work and productivity. AIIA welcomes DEWR's assurance that they are not a condition of tendering. This should be made explicit in the Code and the alternative route must be equally workable in the operative Code.

The draft asks suppliers without agreements to use 'independent public benchmarking' to demonstrate conditions exceeding both the applicable award and prevailing industry standards, compared with employers with enterprise agreements. It does not define when enterprise bargaining is accessible, the appropriate comparison group or how businesses with award-free roles should respond. Public comparisons may not capture specialist roles, different remuneration structures or the conditions of a small workforce. Requiring every supplier to exceed prevailing standards also creates a moving benchmark.

Indicator 2.1(f) replicates the statutory Same Job, Same Pay provisions through a procurement expectation rather than the Fair Work Act mechanism. This risks extending those provisions beyond the boundaries Parliament set. Pay arrangements for labour hire workers should be governed by the Fair Work Act and its established processes, not by a procurement indicator that applies a different standard.

AIIA recommends accepting enforceable employment terms, evidence of correct pay and entitlements, relevant remuneration comparisons and workforce development practices. Suppliers should not have to publish individual pay, commission a bespoke public study or obtain union coverage of an agreement to demonstrate good conditions. The assessment should recognise the outcome achieved through the relevant arrangement, while preserving all applicable bargaining and representation rights.

Principle three: Safe and healthy workplaces

Framework 3.1 and Supplier Code 3.1

AIIA supports compliance with applicable WHS laws, effective worker consultation and prevention of physical and psychosocial harm. ICT guidance should recognise relevant risks such as fatigue during incident response, excessive on-call demands, remote working and work at customer facilities.

The proposed Code expressly refers to established Health and Safety Representatives. This should recognise the applicable statutory arrangements, including worker requests and elections, rather than imply that every supplier must already have a representative. Safe Work Australia's guidance explains that an HSR is not mandatory unless requested by workers.[5] Suppliers must support applicable representation rights and demonstrate effective consultation. Existing WHS systems and proportionate records should be accepted without a new general certification or bespoke evidentiary requirement, noting the expectations in the principles and the Supplier Code are both unclear in this respect. Any assessment should ultimately focus on the demonstrated effectiveness of a supplier's safety management system.

Principle four: Gender equality and diversity

Framework 4.1 and Supplier Code 3.3

AIIA supports fair recruitment and promotion, prevention of discrimination and harassment, flexible work and greater participation in technology careers. The Framework should recognise practical action such as accessible recruitment, return-to-work pathways, paid learning opportunities and improvements in progression and retention.

The indicator requiring an overall gender pay gap below the industry midpoint should remain contextual evidence rather than an eligibility threshold. An aggregate comparison can be affected by occupational mix and workforce size. It should be considered alongside pay equity within comparable roles, action on identified gaps and progress over time.

Existing Workplace Gender Equality Agency reporting should be reusable where applicable. Businesses outside statutory reporting requirements should be able to provide simpler evidence. Small employers should not have to disclose information that identifies individual employees through small demographic groups. Diversity targets should be lawful, appropriate to the skills and experience needed by an organisation and assessed alongside meaningful action. References to the Australian Skills Guarantee should preserve its applicable coverage and avoid extending project-specific targets to every ICT purchase through an indicator.

[5] Safe Work Australia, Health and safety representatives and work groups <https://www.safeworkaustralia.gov.au/safety-topic/managing-health-and-safety/consultation/health-and-safety-representatives-and-work-groups>.

Principle five: Australian jobs skills and industry capability

Framework 5.1

AIIA supports building Australian digital capability through local employment, training and opportunities for Australian SMEs. The indicators should recognise software development, cyber security expertise, structured knowledge transfer and paid learning that leads to usable skills. Relevant pathways include internships, traineeships, graduate programs, industry certifications and training for existing workers.

Indicator 5.1(c) refers to SMEs delivering goods. It should expressly include services and digital products, including SME subcontractors providing specialist expertise.

Global technology suppliers can contribute to Australian capability through local teams, research and development, training and partnerships with Australian businesses. Assessment should recognise these contributions alongside those of Australian-owned firms, consistently with applicable procurement rules and Australia's international obligations. Access to overseas expertise may support delivery and knowledge transfer where suitably skilled workers are not reasonably available. This must remain consistent with contract security, data and other applicable requirements.

The Framework should define local employment for ICT delivery, including remote work performed from regional Australia. Short visits by specialist installers or incident-response staff should not automatically trigger evidence requirements designed for a continuous FIFO or DIDO workforce. Safety and fatigue obligations remain relevant to the actual work.

Part two Changes to the proposed Supplier Code

Replace the majority test with an assessment of relevant outcomes

The Code's introductory provisions should remove the expectation that suppliers meet a majority of the Framework indicators. A numerical test does not distinguish a serious rights violation from an inapplicable example and leaves officials to decide which indicators count.

Suggested replacement wording is:

> Suppliers must comply with applicable legal obligations. In demonstrating the workforce principles in this Code, suppliers may use relevant indicators in the Secure Australian Jobs Framework or equivalent evidence of the outcomes achieved.

> Indicators are illustrative and are not a numerical compliance test. Assessment and evidence requests must be proportionate to the procurement's scale, scope and risk and the supplier's size, role and ability to influence relevant activities. Non-application of an illustrative indicator does not, of itself, constitute a breach of the Code.

The final text should also distinguish evidence sought during tender evaluation from commitments enforceable during delivery. Agreed contractual commitments must be clear enough for suppliers to cost and perform, including the treatment of reasonable changes to delivery arrangements.

More Broadly, Government may wish to consider whether the Supplier Code is the appropriate instrument. The Supplier Code is incorporated as a binding obligation in almost all Commonwealth contracts and has no monetary threshold of its own, so amending it imposes new compliance obligations - and costs - on suppliers who have had no opportunity to factor them into existing commercial offers. Two alternative pathways may deliver the policy intent more proportionately: (i) amending the mandatory non-financial considerations in section 4.5 of the Commonwealth Procurement Rules so that alignment with the Framework is a mandatory consideration assessed on value-for-money grounds; or (ii) implementing the Framework as a Procurement Connected Policy, allowing officials to apply it proportionately to the nature, scale and risk of the goods or services procured.

Clarify expectations for pay conditions and secure work

Section 3.5 should be rewritten to reflect the equally accessible evidence routes described in Part one. Remove the compulsory independent public benchmarking formulation and the requirement to exceed prevailing industry standards. Retain support for genuinely agreed enterprise agreements alongside other transparent, enforceable employment arrangements that demonstrate good workforce outcomes.

The section should expressly recognise genuine operational reasons for lawful project-based and specialist arrangements, worker preferences and permanent employment through specialist suppliers. It should preserve applicable employment protections and avoid treating all subcontracting as insecure work. Accreditation should be an optional source of evidence unless required by law.

Align and target contract-transition expectations

Code section 3.5 qualifies its transition expectations by reference to substantially the same services, reasonable practicability and, particularly, precarious or predominantly low-paid occupations. Framework indicator 2.1(i) is broader and refers to available positions on the site. Both texts should use consistent scope and terminology.

AIIA supports orderly transitions and protection against workforce displacement driven by avoidance of lawful entitlements. Where substantially the same ongoing work continues

and a relevant workforce risk is established, transition planning should address suitable employment opportunities, consultation and continuity of service consistent with all applicable transfer-of-business and other employment obligations.

ICT procurements may also replace a legacy service with a different architecture or delivery model, change the skills required, or distribute work across multiple customers. A blanket expectation to retain an incumbent workforce or replicate every incumbent condition could constrain legitimate redesign and favour incumbent delivery models. Workers may also prefer redeployment with their existing employer.

Similarly, a blanket expectation that a new supplier adopt the workforce and / or conditions of the outgoing contractor is also difficult to reconcile with the principal value for money consideration for government procurement. Where a contract has been awarded to a new supplier on value-for-money grounds, requiring it to absorb elements of an outgoing supplier that was assessed as not representing value for money works against the basis on which the award was made.

Make verification proportionate and reusable

The final Code should support a short standard declaration for routine procurements, accepting existing policies and evidence, with further verification where justified by risk. Reuse should occur through existing procurement systems where practicable, rather than a separate accreditation register or portal that becomes another entry requirement.

Evidence requests should state the reason, scope and reasonable response period. They should recognise existing modern slavery statements, applicable Workplace Gender Equality Agency material, WHS systems and relevant employment records. Historic non-compliance should be considered with its seriousness, remediation and current controls; a rectified issue should not automatically exclude a supplier indefinitely.

Payroll, demographic and subcontractor information should be handled through secure channels with clear access and retention arrangements. Public transparency should focus on obligations and outcomes, with lawful protection for personal information, privileged material and commercially sensitive terms. These protections should not prevent regulators or agencies obtaining information they are lawfully entitled to receive.

Align supply-chain duties and enforcement clauses

The current Finance Supplier Code of Conduct provision requires suppliers to ensure subcontractor compliance, provides immediate breach notification and a three-business-day response to a possible breach notice, and treats failure to comply with any part of the clause as a material breach. Its definition also incorporates updates to the Code from time to time.[6] These existing mechanisms make clarity in the new expectations especially important.

[6] Department of Finance, Supplier Code of Conduct, X1-X9.

The revised clauses should distinguish a breach of a mandatory obligation from an explanation that an indicator is irrelevant or that equivalent evidence is used. Duties for subcontractors should reflect reasonable diligence, relevant contractual controls and action on identified risks. Suppliers should remain accountable for their own conduct, including how they select and manage subcontractors, without giving an unqualified guarantee over every upstream business.

Enforcement should provide written reasons, a reasonable opportunity to respond and proportionate remediation periods, with access to a clear escalation or review process. Serious or urgent harm may require immediate protective action. Termination or exclusion should be proportionate to seriousness, persistence and the supplier's response, with reasonable treatment of remediated breaches in future procurement assessments.

Implementation and review

AIIA's earlier submission favoured implementation within existing procurement and funding arrangements, supported by a pilot and proportionate compliance. The proposed use of the Supplier Code can be assessed against those objectives, provided the changes above are made. Implementation should avoid adding a parallel accreditation regime.

DEWR and Finance should publish the final Framework, amended Code, standard clauses, evidence templates and ICT guidance together. The guidance should map each Framework principle to the relevant Code provision and distinguish legal requirements from additional policy expectations.

AIIA recommends a pilot across a limited group of higher-value procurements with differing workforce risks, including ICT services and SME participation. The impact analysis should measure supplier compliance time and costs, procurement delays, bid participation and competition alongside workforce outcomes. Existing administrative data should be used where possible. A public review after twelve months should inform any wider rollout.

Transitional provisions must address existing contracts and panels expressly, given the standard clause's reference to future Code updates. New substantive obligations should not apply automatically to existing contracts without an agreed transition and consideration of material effects on price, delivery and subcontracting. Suppliers should have reasonable notice before new tender requirements begin.

The construction exclusion also needs an operational boundary. Data centres and other infrastructure projects can combine construction, equipment installation, cloud supply and ongoing ICT services. Guidance should explain which arrangements apply to each activity and manage overlapping duties without a gap in worker protections or duplicate requirements.

Commonwealth purchasing practices should support the outcomes sought from suppliers. Clear procurement pipelines, timely decisions, prompt payment and reasonable allocation

of contractual risk give businesses greater certainty to invest in staff and training. Agencies should consider these settings alongside supplier workforce commitments when designing procurements.

Any extension to grants or other taxpayer-funded arrangements should be separately consulted on and assessed against their different funding purposes and recipient capabilities. AIIA would welcome further engagement with DEWR and Finance on ICT guidance and practical implementation that improves workforce outcomes while sustaining competition and Australian digital capability.