

Code of Practice for the Construction Industry

The New South Wales Government's Construction Policy Steering Committee recently released its revised Code of Practice for the Construction Industry. The Code is an essential document for the construction industry in New South Wales. It should also be strongly influential in the rest of the country. The terms of the Code are set out below with the kind permission of the Construction Policy Steering Committee.

1. INTRODUCTION

The New South Wales Government has a long term commitment to reform the construction industry within New South Wales. This commitment embraces a wide range of initiatives covering tendering ethics; best practice; workplace reform; industrial relations; occupational health, safety and rehabilitation; environmental management; legislative and administrative reform; law enforcement and industry consultation.

This *Code of Practice* and the *Code of Tendering* apply to all government building, construction, maintenance and material supply contracts, consultant commissions and government funded projects and sites. This includes projects involving private sector participation in the provision of the State's assets, for example by way of Build/Own/Operate (BOO) schemes and similar arrangements.

The Codes establish the principles and standards of behaviour which must be observed by any contractor, subcontractor, consultant and supplier wishing to do business with the government, or working on projects to which the Codes apply, including those with private sector funding.

The Codes also outline what is expected of public sector clients in their dealings with the industry and what is expected of employer and industry associations and unions operating in the construction industry.

The Codes, as part of the overall strategy, aim to increase industry competitiveness, cooperation and productivity, and should be seen as a suitable benchmark for all participants in the construction industry. The government will be strongly promoting the widespread adoption of the Codes.

The *Implementation Guidelines* expand on key aspects of the Codes and should be read together with the *Code of Practice* and the *Code of Tendering*.

The New South Wales Government *Capital Project Procurement Manual* is also an essential reference. The manual provides integrated packages of initiatives and linkages directed at reform of the construction industry

and ensures there is a coordinated approach to the implementation of the reforms.

Any enquiries concerning this Code or the *Code of Tendering* should be referred by industry participants to the appropriate government agency or the Construction Policy Steering Committee (CPSC) Secretariat. Public sector organisations should refer either to their CPSC representative or, where one is not available, directly to the CPSC Secretariat, Level 23, McKell Building, 2-24 Rawson Place, Sydney, 2000. Telephone (02) 9372 8885, Fax (02) 9372 8822.

1.1 Objectives

The Code:

- promotes action to improve efficiency and productivity to the benefit of all industry parties and elimination of short-term expedient decision-making and similar unsatisfactory practices;
- is aimed at achieving best practice, workplace reform, improved industrial relations, high standards in occupational health safety and rehabilitation (OHS&R) performance and in environmental management within the construction industry in New South Wales;
- is part of the State's contribution to making the industry robust and internationally competitive;
- sets down standards the New South Wales Government demands as a client ;
- sets down standards the New South Wales Government expects of individual government agencies when dealing with the construction industry;
- is aimed at promoting the highest standards within the construction industry by seeking, from those who are a party to the Code, a commitment to comply with the full spirit and intent of all laws and regulations that impact upon the construction industry;
- seeks to ensure that all those involved in the construction industry comply with applicable awards

and/or enterprise or project agreements and legislative obligations relating to employment;

- seeks a commitment from contractors, subcontractors, consultants and suppliers to comply with the NSW Government's training, skill formation and equal employment opportunity policies and maintain high standards in OHS&R and in environmental management;
- seeks a commitment from unions, employer and industry associations to promote and comply with the Code and the full spirit and intent of all laws and regulations that impact on the construction industry.

The achievement of these objectives will reduce costs and increase the value obtained from the State's capital investment leading to additional facilities such as schools, hospitals and transport.

1.2 Definitions

'Award' legally enforceable determination made by the Australian and/or NSW Industrial Relations Commission containing the minimum terms and conditions of employment to be met by the relevant employer.

'Affirmative action' policy that is intended to redress discriminatory practices, especially in regard to employment. The policy is commonly used as a means of redressing gender-bias, sexual preference, disability, or racial discrimination.

'Client(s)' parties receiving tenders.

'Consultant' professional or organisation providing design, management, cost or other services for a Principal, contractor, subcontractor, consultant, client or supplier.

'Construction industry' includes all organised activities concerned with demolition, building, landscaping, maintenance, civil engineering, process engineering, mining and heavy engineering.

'Contractor' individual or organisation responsible for the performance of the work specified under a contract.

'Employer association' association whose membership generally consists of employers who operate in the construction or related industries and which is registered under the Australian and/or NSW Industrial Relations Acts.

'Enterprise agreement' agreement applying to an enterprise or bargaining unit which has been given legal force under the Australian and/or NSW Industrial Relations Acts.

'Fairness' means objective, reasonable and even-handed. Being fair does not mean satisfying everyone. It can be unfortunate, but not unfair, that people may be adversely affected by decisions.

'Industry association' organisation representing the professional and/or trade or commercial interests of members in the construction or related industries.

'Industry code of practice' a code, which has been approved by the Minister for Industrial Relations, and is a practical guide to achieving the standard of health and safety required by the *Occupational Health and Safety Act, 1983* (and Regulations) for a particular area of work.

'Overaward payment' payment and/or benefit including superannuation above that set out in the relevant award and/or legislation.

'Principal' the person, entity or organisation responsible for contracting with a contractor or consultant for the carrying out of the work.

'Site allowance' award made by the NSW Industrial Relations Commission to provide compensation to affected employees engaged at a particular work site if they encounter conditions so far removed from the type of conditions ordinarily experienced on construction sites as to warrant extra compensation. *Ref: Transbridge Pty Ltd, Nepean River Bridge, Menangle Award Appeal, 31 May 1979; Copper Bella Site, Full Bench Decision, 17 October 1989.*

'Service provider' includes: contractors, subcontractors, consultants and suppliers.

'Subcontractor' party that provides a service and/ or product to a contractor and/or subcontractor or client.

'Supplier' party that provides a product and/or service to a client.

'Tenders' prices, bids, quotations and consultant proposals.

'Tenderers' parties submitting tenders.

'Union' organisation of employees working in the construction or related industries and which is registered under the Australian and/or NSW Industrial Relations Acts, and includes the Labor Council of New South Wales as the State's peak council for employees.

'Value for money' is determined by considering all the factors which are relevant to a particular purpose, for example: experience, quality, reliability, timeliness, service, initial and ongoing costs, can all make a significant impact on benefits and costs. Value for money does not automatically mean the 'lowest price'. It is important to be clear about how value for money will be determined in any particular set of circumstances prior to assessing bids.

1.3 Implementation

This Code will apply to all contracts and projects for which tenders are invited on or after 1 July 1996.

The *NSW Government Code of Practice for the Construction Industry*, October 1992, will continue to apply on all existing existing projects and/or projects and/ or projects for which tenders were called prior to 1 July 1996.

1.4 Consultation

A formal consultative process will be established with key industry participants to discuss issues arising from the implementation of the Code.

The Code will be reviewed from time to time in order to ensure that the primary objectives set out in the Code are appropriate to the prevailing environment. Industry participants will be consulted in the course of such reviews.

2. ROLES

Good working relationships between clients and service providers (contractors, subcontractors, consultants,

suppliers and their respective employees and applicable unions) will be built on trust and cooperation rather than mistrust and confrontation.

This means that government agencies will look to service providers who are able to work in a cooperative environment.

2.1 Government Agencies as Clients

Government agencies, their employees and/or agents will observe the following standards of behaviour:

- comply with the principles, ethics and procedures in the *Code of Practice* and the *Code of Tendering*;
- adopt a cooperative (non-adversarial) approach in all business dealings including contract management;
- ensure timeliness in all transactions;
- maintain confidentiality, particularly in connection with commercial issues;
- promote and strive to achieve best practice;
- establish internal mechanisms to deal with transgressions from this Code or the *Code of Tendering*.

2.2 Contractors, Subcontractors, Consultants, Suppliers

All service providers are required to:

- adopt a cooperative non-adversarial approach which must extend to all relationships in all combinations, and at all levels. For example, between: client, contractor, and consultant; contractor, subcontractor, consultant and supplier; subcontractor, subcontractor, supplier; employer, employees and applicable unions, etc.;
- improve skills, financial planning, management and business efficiency;
- maintain high standards in OHS&R and environmental management;
- manage day to day industrial relations and ensure that employees are treated fairly and equitably;
- strive to achieve international best practice;
- comply with the ethics and procedures outlined in the *Code of Tendering*;
- operate within the law and comply with the standards of behaviour in this Code; and
- establish internal mechanisms to deal with transgressions from this Code or the *Code of Tendering*.

2.3 Employer and Industry Associations

All employer and industry associations are required to:

- communicate honestly with government agencies, unions and other industry participants;
- cooperate with the government, contractors, subcontractors, consultants, suppliers and unions in industry reform aimed at improving: relationships, efficiency, productivity, OHS&R performance, and competitiveness in the construction industry;
- encourage compliance by members with this Code and the *Code of Tendering*;

- promote to members compliance with the provisions of applicable awards and/or enterprise or project agreements, dispute settlement procedures, all orders, formal directions and decisions of any court of competent jurisdiction and all other legislative obligations relating to employment;
- operate within the law and comply with the standards of behaviour in this Code and the *Code of Tendering*;
- establish internal mechanisms to deal with transgressions from this Code and the *Code of Tendering*; and
- adopt and promote a cooperative (non-adversarial) approach.

2.4 Unions

All unions are required to:

- communicate honestly with government agencies, employers and employer associations as well as other industry participants;
- cooperate with the government, contractors, subcontractors, suppliers and employer associations and other industry participants in the industry reform process to achieve new and improved standards in: industrial relations, workplace relations, OHS&R, productivity and competitiveness of the construction industry;
- comply with obligations in the *Occupational Health and Safety Act, 1983* (and Regulations) as well as the relevant safety procedures in industry codes of practice, applicable awards and/or enterprise or project agreements to which the unions are party;
- comply with the provisions of applicable awards and/or enterprise or project agreements, dispute settlement procedures, legislative requirements and with all orders, formal directions and decisions of any court or tribunal of competent jurisdiction;
- encourage compliance by members and union officials with the requirements of this Code;
- operate within the law and comply with the standards of behaviour in this Code;
- establish internal mechanisms to deal with transgressions from the *Code of Practice*; and
- adopt and promote a cooperative (non-adversarial) approach.

3. TENDERING ETHICS

On government projects the adoption of the highest ethical principles is required by all parties at all levels of the project. Parties include government agencies, their agents, contractors, subcontractors, consultants and suppliers.

3.1 Ethical Principles

The ethical principles which must be observed are:

- all aspects of the tendering process must be conducted with honesty and fairness at all levels of the industry;
- parties must conform to all legal obligations;
- parties must not seek or submit tenders without a firm intention to proceed;

- parties must not engage in any practice which gives one party an improper advantage over another;
- tenderers must not engage in any form of collusive practice and must be prepared to attest to their probity;
- conditions of tendering must be the same for each tenderer on any particular project;
- clients must clearly specify their requirements in the tender documents and indicate criteria for evaluation;
- evaluation of tenders must be based on the conditions of tendering and evaluation criteria defined in the tender documents;
- the confidentiality of all information provided in the course of tendering must be preserved;
- any party with a conflict of interest must declare that interest as soon as the conflict is known to that party.

3.2 Prohibited Collusive Practices

For the purpose of these principles, the prohibited collusive practices are defined to include the following:

- agreement between tenderers as to who should be the successful tenderer;
- any meetings of tenderers to discuss tenders prior to the submission of the tenders if the client is not present;
- exchange of information between tenderers about the tenders;
- agreements between tenderers for the payment of money or the securing of reward or benefit for unsuccessful tenderers by the successful tenderer;
- agreements between tenderers to fix prices or conditions of contract; this means any collaboration between tenderers on prices or conditions to be included in contracts or commissions without the consent of the client;
- any assistance to any tenderer to submit a cover tender (that is, a tender submitted as genuine but which has been deliberately priced in order not to win the contract or commission);
- any agreement between tenderers prior to submission of tenders to fix the rate of payment of employer or industry association fees where the payment of such fees is conditional upon the tenderer being awarded the contract or commission.

The *Code of Tendering* outlines in greater detail the obligations that must be met by all parties seeking tenders and those tendering for work on government related projects or sites, including those with private sector funding.

4. CONTINUOUS IMPROVEMENT AND BEST PRACTICE

4.1 Commitment

A positive and lasting commitment to best practice is required of all parties and must be demonstrated by those seeking to do business with government, or working on projects. In the context of a construction industry enterprise this embraces superior:

- business relationships and practices;
- organisational systems and standards;
- people management policies and practices;
- time, cost and quality outcomes.

Continuous improvement and best practice will be based on the following imperatives:

- client focus;
- organisational reform:
 - leadership, communication and consultation;
 - workplace matters (employer/employee relations, workplace practices, occupational health safety and rehabilitation (OHS&R), training and skill formation and teamwork);
 - management practice (quality management, OHS&R, subcontractor management, procurement, information management); and
- planning (environmental issues, buildability, project planning, business and financial planning).

4.2 Security of Payment

To ensure that all parties receive payments due to them, the highest ethical practices must occur throughout the contract chain i.e. between the Principal and/or contractor, consultant; between the contractor and/or employees, subcontractor, consultant, supplier; between the subcontractor and/or employees, subcontractor, consultant, supplier and between the consultant and/or employees, sub-consultant. This specifically includes:

- ensuring the timely progress of the processing, management and finalisation of claims, payments, retentions and securities due under the contract, for all parties. For government projects, this means that contractors must have contracts in place down the contract chain with subcontractors, consultants and suppliers, that meet the government’s policy for reflective clauses giving effect to this requirement;
- contractors, subcontractors, consultants and suppliers meeting obligations in applicable awards and/or enterprise agreements and legislation, including those relating to superannuation and redundancy benefits and payments.

4.3 Cooperative Contracting

A cooperative contracting approach must be adopted including:

- cooperation with government agencies in the administration of contracts to enable those agencies to fulfil their contractual obligations;
- ensuring that potential time and/or cost overruns are mitigated by timely co-operative effort by all parties;
- responding promptly to reasonable requests for advice and information;
- ensuring that a non-adversarial approach to dispute resolution is adopted and litigation is reserved as a last resort; and
- positive participation in cooperative project initiatives such as partnering.

4.4 Project Planning

In scope this refers to both pre-tender and post-tender activities. Government agencies and service providers are required to adopt a proactive approach to project planning in terms of:

- the application of strategic management principles;
- clear definition of project scope;
- clear risk identification and management strategies including industrial relations;
- early identification of planning and resource issues - human, physical, occupational health safety and rehabilitation, environmental and financial;
- well defined lines of communication;
- clearly defined roles and responsibilities;
- scheduling of tasks; and
- preparation of contingency plans.

In terms of construction programming, the impacts of inclement weather can be substantially reduced if contingency plans have been developed to :

- minimise down time so that productive work continues where possible;
- enable transfer to other projects not affected by inclement weather; and
- utilise down time to the maximum extent possible for other productive activities. This may include: training, professional development, skills enhancement initiatives.

It is also important to ensure that occupational health and safety issues are systematically identified, assessed and managed during all phases of project delivery. In this way the efficient management of work will be optimised and project delays minimised.

4.5 Contract Management

Contract management must be undertaken with an appropriate level of competence and is to address:

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

5. WORKPLACE REFORM

5.1 Scope

Contractors, subcontractors, consultants and suppliers are encouraged to continue to pursue and implement workplace reform strategies appropriate to the focus, size and capacity of the individual enterprise. The reform strategies should be based on a broad agenda aimed at achieving improved productivity by:

- effective communication (including consultation) and relationships between the employer, employees and applicable unions;
- teamwork;
- effecting high standards in occupational health safety

and rehabilitation (OHS&R);

- improved training and skill formation opportunities to enhance individual skills and facilitate the optimal utilisation of workplace skills;
- workplace practices which are more flexible and responsive to business demands and client requirements;
- affirmative action; and
- continuous improvement and best practice.

These initiatives may be documented in an enterprise or project agreement.

5.2 Training and Skill Formation

Contractors, subcontractors, consultants and suppliers are responsible for ensuring that they comply with the government's relevant training, skill formation and equal employment opportunity policies, for the construction industry.

On selected projects, as identified by the Principal, contractors will be required to:

- establish a training facility; and
- develop in consultation with other employers on the project structured training and skill formation strategies which are appropriate to the needs of such project, each employer and its employees, and which should include persons re-entering the workforce, where appropriate.

6. OCCUPATIONAL HEALTH SAFETY & REHABILITATION (OHS&R)

6.1 Obligations

Contractors, subcontractors, consultants, suppliers and their employees must comply with their OHS&R obligations under legislation, relevant industry codes of practice, safety procedures in applicable awards and/or enterprise or project agreements, and the general law.

Contractors are required to have an OHS&R management commitment which embraces all personnel on the project and is supported by:

- clearly defined policies;
- procedures;
- practices;
- responsibilities;
- performance standards;
- induction training and task training; and
- communication and/or consultation.

The government's *Occupational Health Safety and Rehabilitation Management Systems Guidelines* describes the management framework that is being implemented on construction projects.

6.2 OHS&R Training

Training is important on construction projects where the work environment changes frequently. It is therefore necessary to ensure that personnel working on a project:

- are made aware and understand the OHS&R requirements of the project; and
- have access to properly designed training programs.

A properly designed training program will:

- address training needs for each stage in the construction process;
- ensure that all personnel on the project undergo induction training (new worker and/or project specific) and necessary task training to conform with OHS&R standards;
- facilitate portability of acquired training, as may be appropriate, from project to project;
- provide for the maintenance of appropriate project induction and OHS&R training records; and
- ensure that appropriate training is delivered by qualified persons.

6.3 Occupational Health and Safety Disputes

Where an unsafe condition exists on a construction project, work is to continue in all areas not affected by that condition and the employer must act promptly to rectify the unsafe condition.

However, there must be no limitations on the right of any employer to:

- move employees to a safe place to work; or
- to another construction site; and
- do other appropriate and available work there.

Where safety rectification work has been completed in an area of a construction project and there is safe access, work will immediately resume in that area. Employers, employees and relevant unions must cooperate to ensure that safety rectification work commences immediately in the required area.

Where a dispute about occupational health and safety matters cannot be resolved by employers and employees at the workplace, determinations by WorkCover Authority inspectors made under the *Occupational Health and Safety Act 1983* and associated legislation must be accepted by all parties. No person is to be required to work in conditions involving a reasonable and genuine risk of death or injury.

Any time spent engaging in industrial action is subject to the provisions of section 7.8 of this Code.

7. INDUSTRIAL RELATIONS

7.1 Awards and Legal Obligations Relating to Employment

Contractors, subcontractors, consultants and suppliers must comply with the provisions of applicable:

- awards, and/or enterprise or project agreements; and
- legislative requirements.

Contractors must ensure that their subcontractors, consultants and suppliers comply with their legal obligations regarding their employees. Any relevant information is to be obtained through proper and lawful means, and in a way

that respects confidentiality.

Arrangements or practices designed to avoid award and/or legislative obligations including inappropriately treating a genuine employee as an independent contractor and/or inappropriate application of the Prescribed Payments System (PPS) of taxation are not permitted.

7.2 Enterprise Agreements

Enterprise agreements are important elements in achieving continuous improvement and best practice and should:

- reflect the needs of the enterprise, including the scope of the enterprise’s operation and projects;
- improve remuneration and work conditions;
- give effect to measures to increase productivity and may encompass;
- improved OHS&R practices;
- training and skill formation strategies;
- broad skilling and broadbanding within appropriate training and safety frameworks;
- cooperative, flexible workplace relationships and practices, for example, through flexibility in working hours.

Contractors must not, directly or indirectly, coerce other contractors, subcontractors, consultants or suppliers about the parties to and/or the content of their enterprise agreement.

7.3 Overaward Payments

“Overaward payment” is defined to mean any payment and/or benefit including superannuation above that set out in the relevant award and/or legislation.

Decisions on overaward payments, including superannuation, redundancy and workers compensation, shall be made by the individual employer to suit the needs of the enterprise. Employers may make payments into any appropriate redundancy fund for the benefit of employees.

A contractor must not, directly or indirectly, coerce other contractors, subcontractors, consultants or suppliers to make overaward payments.

The only exception to the above, is where there is a project agreement, as outlined in section 7.4, which provides for special payments, conditions and/or benefits to be applied on a site-wide basis. In such a situation the contractor, subcontractor or supplier may be required to comply with the terms of the project agreement.

7.4 Project Agreements

Project agreements incorporating special site-wide payments, conditions and/or benefits may be negotiated where the strategy has first been authorised by the Principal. Payments, conditions and/or benefits in a project agreement must be related to improved productivity measured in time and/or cost saving performance. “Time and/or cost saving performance” means achieving a reduction of either the period of construction and/or a reduction in the construction cost to the benefit of the Principal.

As a general principle project agreements will only be

appropriate for major contracts, as defined by the Principal from time to time. Typically, major contracts will have some or all of the following features: an extended construction period, high cost, identifiable contract packages within an overall program of works, rapidly changing technology, particular skill formation strategies, special industrial requirements, and presence of both private and public sector projects/investments.

The integrity of individual enterprise agreements must be maintained. This means project agreements cannot override contractors', subcontractors', consultants' or suppliers' individual enterprise agreements. However, there may be a provision in the relevant enterprise agreement that enables the parties to the enterprise agreement to encompass provisions in a project agreement.

The parties to a project agreement will not use any term in the project agreement for a precedent on any other project and/or for any other purpose. It is preferable that the project agreement is certified and/or registered under either the Australian and/or the NSW Industrial Relations Acts.

7.5 Site Allowances

Site allowances shall not be paid unless awarded by an industrial tribunal, after arbitration.

7.6 Membership of Registered Organisations

Willing membership of unions or employer associations is encouraged through proper and lawful means. This precludes victimisation, through any mechanism, for membership or non-membership of organisations.

7.7 Dispute Settlement

Contractors, subcontractors, consultants and suppliers are required to use every effort to resolve grievances or disputes with their employees and applicable unions at the enterprise level, in accordance with the procedure outlined in the applicable award, and/or enterprise or project agreement.

Where resolution is not possible at its source in the enterprise, the graduated steps of the dispute settlement procedure contained in applicable awards and/or enterprise or project agreements are to be complied with. This may include reference of the grievance and/or industrial dispute to the appropriate industrial tribunal. All parties are required to comply with tribunal decisions, subject to any legal appeal rights.

While the dispute settlement procedures are being followed:

- no industrial action is to take place;
- the status quo that existed prior to the dispute must prevail; and
- work is to continue normally, without prejudice to any of the parties.

Section 6.3 provides a mechanism for the management of occupational health and safety issues.

7.8 Strike Pay

No payment shall be made to employees for time spent engaged in industrial action (as defined by either the NSW or Australian Industrial Relations Acts, as appropriate), unless payment is authorised or ordered by either the NSW or Australian Industrial Relations Commissions.

7.9 Industrial Impacts

The Principal must be advised during the progress of the work, and at the earliest opportunity of any industrial relations and/or occupational health and safety matter which may have an impact on the construction program and/or the contract, project costs or other related contracts.

8. COMPLIANCE

8.1 NSW Government Policy

The New South Wales Government is committed to the implementation of this Code and the *Code of Tendering*.

Breaches of the Codes, as may be evidenced, through non compliance, lack of commitment or unethical activity, may result in sanctions being invoked.

Where the breach also involves any law or statute, the matter will be referred to the relevant enforcement agency.

Contractors, Subcontractors, Consultants and Suppliers

Sanctions for non compliance with the Codes are based on the government's right as a client to choose with whom it does business.

The final sanction imposed will depend on the nature of non-compliance and may involve:

- a formal warning, or
- partial exclusion from tendering opportunities, i.e. reduction in the number of tendering opportunities; or
- preclusion from tendering for any work for a specified period.

Sanctions can be applied by a single government agency for lesser breaches or on a government-wide basis for more severe breaches.

Government Agencies

In the case of non-compliance by a government agency, the Minister responsible for that agency will consider appropriate changes to that agency's policies, practices and/or procedures. Where it is demonstrated that individuals have acted in contravention of the agency's policies, practices and/or procedures, disciplinary action may be taken where appropriate.

8.2 Enforcement

Government Agencies as Clients

For government projects monitoring the application of the *Code of Practice* and the *Code of Tendering* will be undertaken as part of the relevant agency's mainstream business function. However, to facilitate industry

accessibility, each agency will:

- establish internal co-ordination procedures for managing Code(s) matters;
- establish and advertise a central point of contact.

Construction Policy Steering Committee (CPSC)

The CPSC is responsible for the development of consistent construction, consultant and contractual policies to be implemented by government agencies. In this context the CPSC co-ordination role includes overall monitoring of the *Code of Practice* and the *Code of Tendering* to ensure they are being consistently applied across government projects. Accordingly, the CPSC Secretariat will also act as a central point of contact in respect of Code matters.

NSW Police Service

The Police Service will support the adoption of the principles of the *Code of Practice* and *Code of Tendering* by focusing on eliminating illegal and corrupt practices wherever these are found to exist in the industry.

8.3 Role of Industry

In addition to the NSW Government as a client seeking to ensure compliance with the standards of behaviour defined in this Code and the *Code of Tendering*, it is expected that the relevant industry organisations will contribute to the achievement of these standards.

Employer and Industry Associations

Where a contractor, subcontractor, consultant, supplier, employer or industry association representative is found to have breached the Codes, the circumstances of the breach will be referred to the relevant association for appropriate action under that association's rules and/or code of practice.

Unions

Where a union official or member is found to have breached or acted to incite a breach of the *Code of Practice*, the circumstances of the breach or action will be referred to the relevant union and the Labor Council of New South Wales for appropriate action under the union's rules and/or code of conduct.