

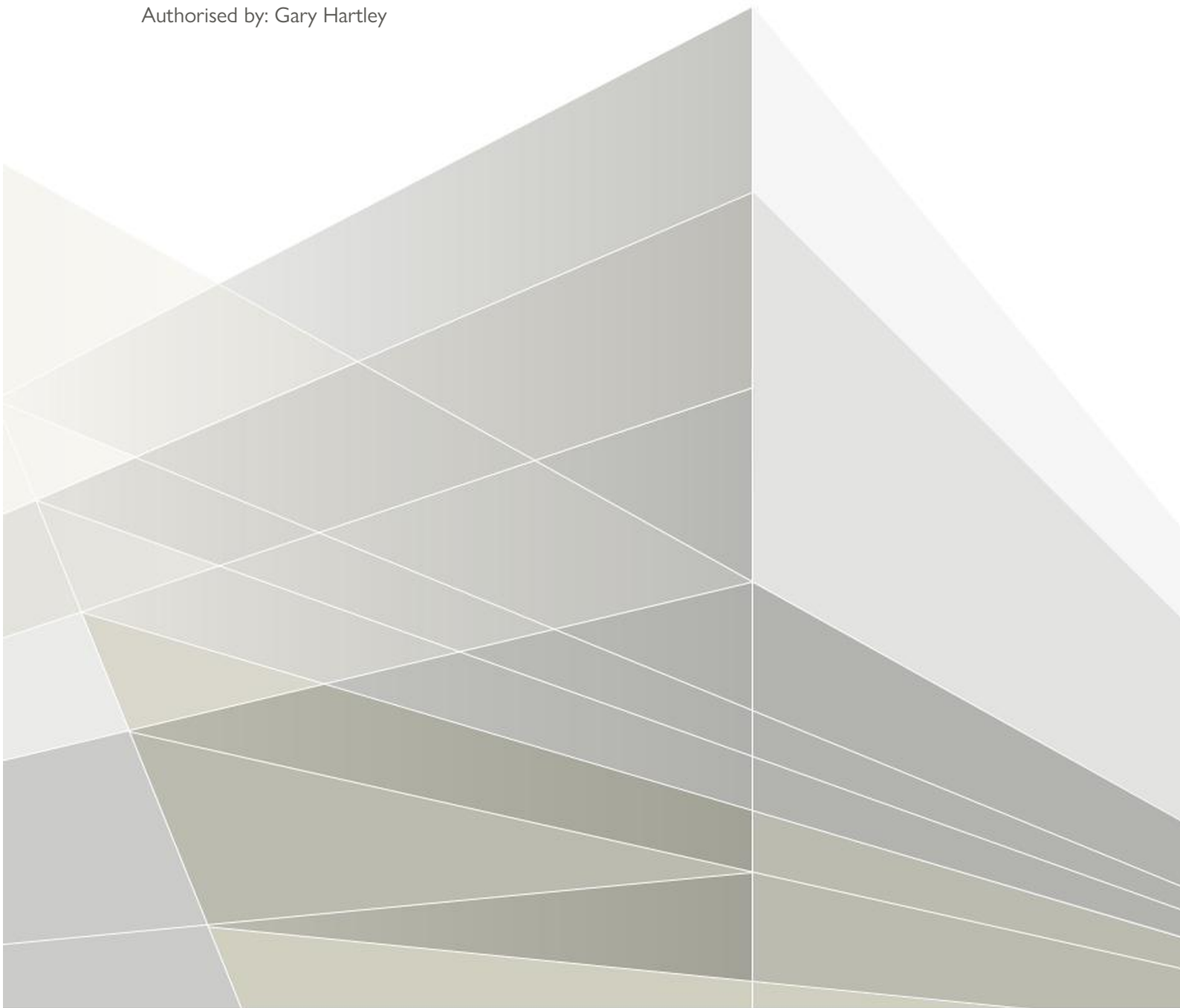
INDUSTRIAL RELATIONS POLICY

Policy Document

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Revision: 8

Authorised by: Gary Hartley



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REGISTER OF REVIEW

REVISION	DATE	SECTION	DESCRIPTION OF AMENDMENTS	AMENDED BY
Rev 1	01/04/2020			
Rev 2	01/04/2021		General review and organisation chart update	Neo
Rev 3	03/05/2022		General review and organisation chart update	Neo
Rev 4	29/10/2023		General review and organisation chart update	Neo
Rev 5	15/04/2024		General review and organisation chart update	Neo
Rev 6	24/03/2025		General review and organisation chart update	Neo
Rev 7	12/05/2026	All	General review and organisation chart update	Neo
Rev 8	02/09/2026	All	Aligned with IR Management Plan Rev 3. ABCC and Building Code references removed, Fair Work Act amendments 2022 to 2024 incorporated, new sections added, organisation chart updated to Rev 26-005	Neo

This policy is read together with the Neo Construct Industrial Relations Management Plan, which sets out how these commitments are implemented on a project.

1. Objectives

Neo Construct Pty Ltd must continually improve the quality of its service, its productivity and its performance to succeed in an open and competitive market. Identifying, minimising, managing, and resolving issues that impact industrial relations is crucial to achieving that goal.

We believe that managing people well, through open and honest relationships between managers and employees, leads to positive industrial relations outcomes and, in turn, commercial success.

A major aspiration of Neo Construct is to eliminate lost time and production downtime arising out of industrial relations disputes or grievances. To that end, we encourage a cooperative and consultative approach to resolving issues, at the earliest point and at the lowest level possible.

This policy states our position. The Neo Construct Industrial Relations Management Plan states how we deliver it on site. Where a project has its own plan, that plan is prepared consistently with this policy.

2. Commitments

Compliance with industrial instruments

Neo Construct undertakes to comply with all relevant awards, enterprise agreements and legislative requirements, including the following:

- › Fair Work Act 2009 (Cth), as amended by the Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022, the Fair Work Legislation Amendment (Closing Loopholes) Act 2023 and the Fair Work Legislation Amendment (Closing Loopholes No. 2) Act 2024
- › Fair Work Regulations 2009 (Cth)
- › Federal Safety Commissioner Act 2022 (Cth), where Commonwealth funded building work is covered by the Work Health and Safety Accreditation Scheme
- › Independent Contractors Act 2006 (Cth)
- › Labour Hire Licensing Act 2018 (Vic)
- › Construction Industry Long Service Leave Act 1997 (Vic)
- › Building and Construction Industry Security of Payment Act 2002 (Vic)
- › Occupational Health and Safety Act 2004 (Vic)
- › Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)
- › Equal Opportunity Act 2010 (Vic)
- › Racial Discrimination Act 1975 (Cth), Sex Discrimination Act 1984 (Cth), Disability Discrimination Act 1992 (Cth) and Age Discrimination Act 2004 (Cth)
- › Privacy Act 1988 (Cth)
- › Income Tax Assessment Act 1997 (Cth)
- › Superannuation Guarantee (Administration) Act 1992 (Cth) and Superannuation Guarantee Charge Act 1992 (Cth)

- › Victorian Fair Jobs Code, where it applies to the contract

The Australian Building and Construction Commission was abolished on 1 February 2023 and the Building Code no longer applies to our work. The Fair Work Ombudsman now regulates workplace relations compliance in the building and construction industry, and the Fair Work Commission deals with disputes, bargaining, and applications for orders. References to the former Australian Industrial Relations Commission and to Fair Work Australia in earlier revisions of this policy should be read as references to the Fair Work Commission.

Neo Construct will also abide by, and give full credence to, any industrial relations arrangement that has been certified, registered or otherwise approved under the relevant workplace relations legislation.

The industrial instrument covering our on-site employees is the Neo Construct Pty Ltd Enterprise Agreement 2025, approved by the Fair Work Commission. The Agreement commenced seven days after approval and nominally expires four years after approval. It applies to employees engaged in building and construction work in the classifications set out in Appendix A of the Agreement, and it incorporates the Building and Construction General On-site Award 2020 as varied from time to time. Apprentice construction workers fall outside its scope and are engaged under the Award.

Conditions of employment under the Enterprise Agreement

The Enterprise Agreement sets our wage rates and classification structure, hours of work and the rostered day off cycle, overtime and penalty rates, allowances, superannuation and leave entitlements. Redundancy is met through weekly contributions to the Incolink Number 1 Fund for all employees other than casuals, and Neo Construct will remain a member of that fund for the life of the Agreement. The Agreement also records a zero-tolerance approach to drugs and alcohol in the workplace. The detailed fitness-for-work procedures, including testing and the consequences of a breach, are set out in the Industrial Relations Management Plan.

Project agreements

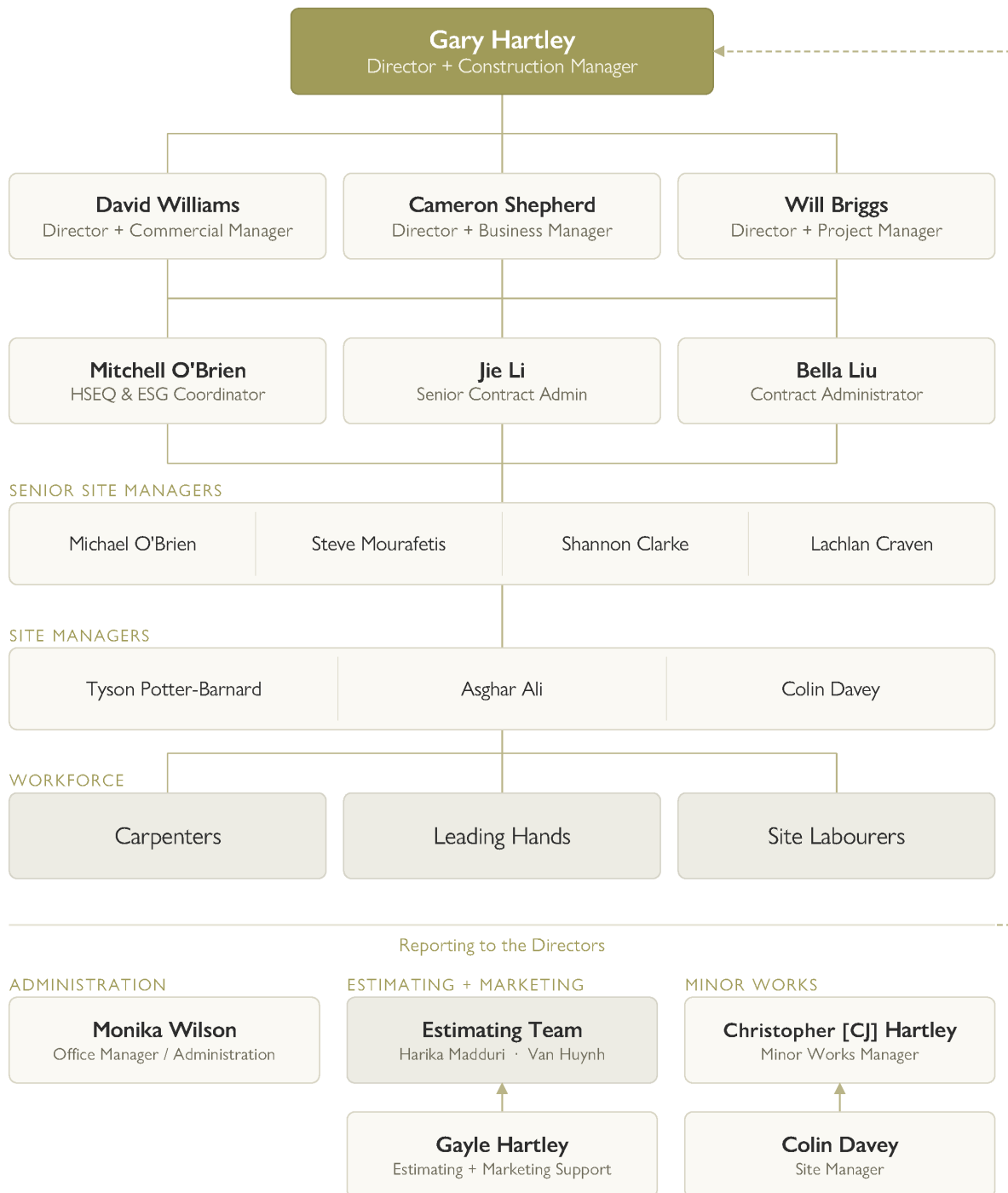
Neo Construct believes that project agreements are only appropriate for major projects. Project agreements incorporating site-wide payments, conditions or benefits may be negotiated where the Principal has first authorised the strategy. Wherever possible, develop such agreements in consultation with the subcontractors working on the project.

Any project agreement must be capable of being registered, lodged or otherwise approved under the Fair Work Act 2009. Neo Construct will not make, implement or bargain for an unregistered written agreement in respect of building work.

Once a project agreement has been approved under the relevant legislation, Neo Construct will fully honour its terms and conditions.

3. Organisation Chart

The chart below shows reporting lines across the business. It is maintained as a separate controlled document and the current revision is 26-005.



4. Industrial Impacts

The client will be advised, at the earliest opportunity and throughout the progress of the work, of any industrial relations or health and safety matter that may have an impact on the construction program, the principal contract, other related contracts or project costs.

In addition, Neo Construct will:

- › report actual or threatened industrial action by our employees on a project, whether protected or unprotected, to the Fair Work Ombudsman as soon as practicable after becoming aware of it
- › take reasonably practicable steps to prevent or bring an end to unprotected industrial action by our employees, which may involve action in the Fair Work Commission or a court where remedies are available
- › require subcontractors to take reasonably practicable steps to prevent or bring an end to unprotected industrial action by their employees on the project
- › comply with the law on payments to employees during periods of industrial action, and take reasonable steps to verify that subcontractors do the same
- › advise participants of the likely consequences and the lawful alternatives where unlawful or potentially unlawful industrial action is threatened
- › keep records of any actual or threatened industrial action

5. Freedom of Association

Neo Construct respects the freedom of association provisions of the Fair Work Act 2009 (Part 3-1). Employees and subcontractors have the right to belong, or not to belong, to any industrial association they choose, and that choice will not affect their employment or engagement. For employees, an industrial association is generally a union.

All things being equal, an employee who is a member of a union or other association will not be treated less favourably than an employee who is not a member. The reverse is equally true.

In practice this means we will:

- › maintain a documented freedom of association position that applies to everyone on site, communicate it to our people, and display it in site offices and meal rooms
- › conduct and record regular site inspections to confirm that no ticket, no start signs or arrangements are not in place, and that no signage vilifies or harasses people for taking part, or not taking part, in industrial activities
- › ensure that association logos, mottos or indicia are not applied to clothing, property or equipment supplied or paid for by the employer
- › ensure that site inductions and secondary inductions are conducted by site management and not by officials, delegates or other representatives of a building association
- › handle personal information in accordance with the Privacy Act 1988 and the Fair Work Act 2009, and not provide the names of staff, applicants, contractors or subcontractors to third parties other than as required by law

- › rectify any non-compliance we identify

Entry to our sites by permit holders is managed under Part 3-4 of the Fair Work Act 2009 and the relevant work health and safety law. Permits and entry notices are checked and recorded, and all visitors comply with site safety requirements.

6. Equal Opportunity and Respect at Work

Employment practices will ensure equal opportunity and will not be discriminatory. Discrimination, sexual harassment and harassment on any other ground are prohibited in Victoria by the Equal Opportunity Act 2010 and, at the Commonwealth level, by the Racial Discrimination Act 1975, the Sex Discrimination Act 1984, the Disability Discrimination Act 1992 and the Age Discrimination Act 2004.

Neo Construct has a positive duty under section 47C of the Sex Discrimination Act 1984 to take reasonable and proportionate measures to eliminate sexual harassment, sex discrimination, hostile workplace environments and related victimisation, so far as possible. We also recognise that sexual harassment in connection with work is prohibited under Part 3-5A of the Fair Work Act 2009, and that a worker may apply to the Fair Work Commission for an order to stop sexual harassment or bullying.

We will ensure that employees and those applying for employment receive fair and equitable treatment. We are determined to provide a working environment free from discrimination, harassment, bullying and victimisation. Anyone who experiences or witnesses this conduct is encouraged to report it to their supervisor, the Office Manager, or directly to a director. Reports will be dealt with promptly, fairly and confidentially, and no one will suffer adverse treatment for making a report in good faith.

7. Subcontractors and Labour Hire

Neo Construct will ensure that all contractors working for us comply with the applicable awards and workplace arrangements that have been certified, registered or otherwise approved under the relevant legislation, including any enterprise agreement approved by the Fair Work Commission.

We are committed to industrial peace and harmony on our sites. To that end we will satisfy ourselves that our subcontractors have a reliable track record in industrial relations, through reference checks with previous clients and head contractors. Interviews with prospective subcontractors are tailored to draw out their attitudes and policies towards industrial relations, and we will ask for copies of the industrial instruments that bind them so we can see whether a culture of industrial cooperation is affirmed in those documents.

In addition, Neo Construct will:

- › include clauses in expressions of interest, tenders and subcontracts requiring compliance with all applicable workplace laws, including the Fair Work Act 2009
- › take reasonable steps to verify that a subcontractor is not subject to sanctions or adverse findings under the Fair Work Act 2009 before entering into an agreement
- › provide every subcontractor with a copy of the Industrial Relations Management Plan before entering into a subcontract, and advise them of the requirement to comply with it

- › require subcontractors to report any discrimination, coercion, undue influence or undue pressure to the Fair Work Ombudsman, and to us to provide evidence that they are meeting their obligations on wages and entitlements, and to notify us when they subcontract out part of their works
- › not require or unduly influence a subcontractor or supplier to have particular workplace arrangements in place, and not coerce a subcontractor into making an over award payment or contributing to a particular redundancy or superannuation fund

Labour hire and contractor compliance

Where we engage labour hire workers, we will use providers licensed under the Labour Hire Licensing Act 2018 (Vic) and comply with any Regulated Labour Hire Arrangement Order under Part 3-7A of the Fair Work Act 2009 requiring labour hire employees to be paid at least the protected rate of pay under the host employer agreement.

We will assess independent contractor and subcontractor arrangements against the statutory definition of employee, based on the real substance, practical reality and true nature of the relationship, so that we do not engage in sham contracting. We will not engage workers on fixed-term contracts exceeding two years, or on two consecutive fixed-term contracts for the same role, unless a permitted exception applies. We do not include pay secrecy clauses in employment contracts.

8. Consultative Committee

Before entering into any project, Neo Construct undertakes to establish a Consultative Committee to discuss and resolve matters affecting staff and to monitor industrial relations on site. The Committee is primarily responsible for monitoring the implementation of all applicable industrial instruments.

The Committee will consist of equal representation from workers and the employer, and will have at least four members in total. It may, at its discretion, call on other people or experts to attend and advise it on specific matters.

Employee representatives will be allowed reasonable time during working hours to prepare for meetings. The Committee will usually meet at least bi-monthly during the life of a project and will be jointly chaired by an employer representative and a nominated worker representative.

Employees have freedom of choice in deciding whether to be represented on the Committee and, if so, by whom.

Where Neo Construct makes a definite decision to introduce a major change that is likely to have a significant effect on employees, or proposes to change the regular roster or ordinary hours of work, we will consult in accordance with clause 6 of the Enterprise Agreement. That includes notifying the affected employees, recognising any representative they appoint, providing the relevant information in writing, and giving prompt and genuine consideration to the matters they raise.

The Neo Construct representatives on the Consultative Committee are:

Name of officers:	Gary Hartley and David Williams
Title:	Director + Construction Manager / Director + Commercial Manager
Company address:	61 Renver Road, Clayton VIC 3168

Phone: 03 9244 7644

Email: gary.h@neoconstruct.com.au

9. Workplace Delegates and the Right to Disconnect

Workplace delegates

Neo Construct recognises the rights of workplace delegates under sections 350A and 350C of the Fair Work Act 2009. We will allow delegates to represent employees' industrial interests, including in disputes and enterprise bargaining; provide reasonable access to workplace facilities and amenities; and allow reasonable communication with employees and prospective employees, provided it does not unduly disrupt the workplace. We will provide reasonable paid time for delegates to attend role-related training. We will comply with any delegate's rights term in an applicable enterprise agreement or modern award, and we will not take adverse action against anyone for acting, or choosing not to act, as a workplace delegate.

Right to disconnect

Neo Construct recognises the right to disconnect under Division 6 of Part 2-9 of the Fair Work Act 2009. Employees may refuse to monitor, read or respond to contact from Neo Construct or a third party outside their working hours, unless the refusal is unreasonable. Whether a refusal is unreasonable depends on the reason for the contact, how disruptive it is, whether the employee is compensated for being available, the nature of the role and level of responsibility, and the employee's personal circumstances. The right to disconnect is a protected workplace right. Project Managers and Site Managers will keep out-of-hours contact for genuine operational or safety matters.

10. Wages, Entitlements and Security of Payment

Neo Construct conducts regular payroll audits to ensure underpayments do not occur. If we identify an underpayment of wages or entitlements, we will rectify it and report it to the Fair Work Ombudsman in accordance with our obligations under the Fair Work Act 2009. We will investigate complaints of underpayment or non-payment, take steps to rectify non-compliance, and report complaints relating to employees of subcontractors to the Fair Work Ombudsman.

We note that intentional underpayment of wages or entitlements is a criminal offence under the Fair Work Act 2009 from 1 January 2025. Neo Construct treats accurate and timely payment of wages, superannuation and entitlements as a non-negotiable obligation.

On security of payment, Neo Construct will:

- › train all relevant staff who process subcontractor payments in the requirements of the Building and Construction Industry Security of Payment Act 2002 (Vic)
- › ensure subcontracts provide payment terms consistent with the security of payment law
- › make payments that are due and payable in a timely manner and not withhold them unreasonably

- › maintain a documented dispute settlement process for payment disputes, including referral to an independent adjudicator where the parties cannot resolve the matter
- › report disputed or delayed progress payments to the relevant funding entity as soon as practicable
- › comply with any project bank account or trust arrangement requirements that apply to Commonwealth funded building work
- › not unduly influence, pressure or coerce subcontractors in relation to their rights under the security of payment laws

11. Fair Jobs Code and Government Funded Work

Neo Construct is committed to complying with the Victorian Fair Jobs Code across all applicable tenders and contracts for work funded or procured by the Victorian Government. Where the contract value exceeds one million dollars, we will:

- › obtain and maintain a current Fair Jobs Code pre-assessment certificate before tendering, and provide evidence of that certification when the principal requires it
- › comply with the five Fair Jobs Code standards, being compliance with laws and agreements, secure employment, cooperative workplace relationships, equity and diversity, and supply chain compliance
- › ensure subcontractors and labour hire providers comply with the Fair Jobs Code requirements applicable to the contract, and include the relevant obligations in all subcontracts
- › maintain records demonstrating compliance and provide them to the principal on request
- › report any breach or suspected breach to the principal and to the relevant Victorian Government department as required

For contracts under one million dollars, Neo Construct will comply with any Fair Jobs Code requirements specified in the tender documentation or contract conditions.

12. Reporting Breaches

Neo Construct will notify the Fair Work Ombudsman of any breach, or suspected breach, of applicable workplace laws as soon as practicable after becoming aware of it. Any person who becomes aware of a breach or suspected breach must report it to a Neo Construct director as soon as possible.

We will not take adverse action against any person for making a report in good faith.

13. Dispute Resolution and Grievance Procedure

All parties must make every effort to resolve grievances and disputes at the enterprise level. The steps below follow the dispute resolution procedure at clause 7 of the Neo Construct Pty Ltd Enterprise Agreement 2025, which applies to disputes about a matter under that Agreement or in relation to the National Employment Standards. Where a project agreement, another applicable industrial instrument or an award sets out a different procedure for the work in question, that procedure prevails.

The parties are committed to working towards eliminating lost time through close consultation and cooperation with those directly affected, and through the effective operation of the Industrial Relations Management Plan and these grievance and dispute settlement procedures.

Where a matter is in dispute between the employer and an employee, or a matter arises that is likely to cause a dispute, the following procedure applies:

- (a) In the first instance, the parties must try to resolve the matter at the workplace, through discussion between the employee or employees concerned and the relevant supervisor.
- (b) If those discussions do not resolve the dispute, the matter is referred to more senior levels of management as appropriate.
- (c) Alternatively, the Company may raise an issue with the employee, who may seek the assistance and involvement of a representative.
- (d) If the dispute remains unresolved, either party may refer it to the Fair Work Commission. If the matter remains unresolved after conciliation, the Commission may arbitrate the dispute using all of the dispute-settling powers available to it under the Fair Work Act 2009.
- (e) The Company or an employee may appoint another person, organisation or association to accompany or represent them at any stage of the process. Employees have freedom of choice in deciding whether to be represented and, if so, by whom.
- (f) While the procedure is being followed, work will continue without interruption from industrial stoppages, bans or limitations, and an employee must not unreasonably fail to comply with a direction to perform work that is safe and appropriate for them to perform. This is subject to the applicable occupational health and safety legislation, and nothing in this clause limits any right to cease unsafe work under the Occupational Health and Safety Act 2004 (Vic).

Any outcome determined by a third party must be consistent with the Fair Work Act 2009 and other applicable legislation.

Follow this procedure in good faith and without unreasonable delay. If a party fails or refuses to follow a step, the other party is not obliged to continue through the remaining steps and may immediately seek relief by application to the Fair Work Commission.

We log grievances reported to us and use that record to identify and address recurring issues before they become disputes.

14. Review and Authorisation

This policy is reviewed at least annually, and sooner if legislation changes, an applicable industrial instrument changes, or the business structure changes. Amendments are recorded in the register of review at the front of this document.

AUTHORISED BY

A handwritten signature in black ink that reads 'Gary Hartley'.

Gary Hartley

Director and Construction Manager

Date: 02/09/2026

Revision date: 02/09/2026