

## 2.9 Industrial Relations Policy (Excluding ACT)

### 1. General

The Intermain Group (which includes Intermain Pty Ltd, Intermain W.A. Pty Ltd, Intermain Queensland Pty Ltd, Intermain Victoria Pty Ltd, Intermain SA Pty Ltd, Andrew Johnson Holdings Pty Ltd and their associated entities) strives to achieve continued growth in a competitive market through continually improving the quality of its products and services.

To achieve this growth, Intermain strives to have open and transparent processes and communication in all areas of its business relating to staff, contractors and suppliers, including all matters relating to industrial relations. Intermain believes that success is achieved through open communication and honesty with all stakeholders.

### 2. IR Objectives

Intermain believes that effective management of industrial/employee relations is a vital aspect of our business. To achieve this, we aim to:

- Provide a safe and harmonious working environment which is conducive to keeping our workers content and achieving our operational goals.
- Comply with all applicable industrial laws, regulations, statutory obligations, award, agreements and National and State codes of practice and guidelines including the Australian Building and Construction Commission's Building Code 2016.
- For ACT Government contracts, comply with the Government Procurement (Secure Local Jobs) Code 2018 including maintaining a Secure Local Jobs Certificate as well as engaging subcontractors who also maintain a Secure Local Jobs Certificate. Also refer to "2.9a Industrial Relations Policy ACT".
- Assessment of industrial relations compliance to legislation of contractors, sub-contractors and suppliers prior to engagement.
- Monitor industrial relations performance and activities of contractors, sub-contractors and suppliers by maintaining effective communication with them and ensuring their compliance and understanding of this policy.
- Encouraging all contractors and sub-contractors working on their projects comply with applicable awards and workplace arrangements, whilst recognising their right to have their own industrial relations policies and arrangements. Intermain will from time to time request that contractors provide evidence of compliance with relevant Industrial Relations practices.

### 3. Internal Industrial Relations compliance

Intermain understands its Industrial Relations and legislative obligations and takes steps to ensure it remains compliant with such obligations. Specifically, Intermain is required to adhere to:

- The Timber Industry Award 2010
- The Road Transport And Distribution Award 2010
- The Joinery And Building Trades Award 2010
- The Clerks - Private Sector Award 2010

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All employees are advised of their rights, including in relation to freedom of association and the right to representation at work as required by Part 3-1 of the Fair Work Act 2009 (Cth). This includes their right to join or not to join a union, be represented at work and the right to collectively bargain.

#### **4. Engagement and Management of contractors and sub-contractors**

Contractors and subcontractors will be engaged and managed as per the Subcontractor Management Policy.

Intermain takes its obligations to Industrial Relations seriously and requires that Contractors and Sub-Contractors do too. Therefore, Contractors and Subcontractors will be required to:

- Demonstrate compliance with Industrial relations matters by providing information to Intermain to support this; and
- Provide information pertaining to any Industrial Relations disputes that arise throughout the duration of the project.

#### **5. Industrial Relations Incident Management**

Disputes or grievances raised by Subcontractor Employees shall in the first instance be resolved by the particular subcontractor's own processes.

Where the dispute or grievance cannot be promptly resolved between the parties, it shall be escalated to the Project Director of the state to make an application to the appropriate Industrial Relations Commission for a settlement to the disputed matter. The Client's Representative shall be notified immediately in writing that the application has been made.

Intermain shall comply with the Commission's initial decision during the legal appeal process, if required.

While the dispute process is being followed, all parties shall comply with the following:

- Industrial action in any form against any party or person will not be tolerated and will be reported to the Industrial Relations Commission.
- The industrial conditions existing on site prior to the dispute will continue unchanged.
- Work will continue in a normal fashion without harassment or prejudice.

#### **6. Inclement Weather**

Inclement weather is defined as rain or abnormal climatic conditions under which it is either unreasonable or unsafe for employees exposed to these conditions to continue working. For example, Hail, Snow, High Wind, Severe Dust Storm, Extreme Cold Temperature, Extreme High Temperature, etc are defined as inclement weather.

During inclement weather, work shall continue unless the Construction Director, Management Representatives of the Subcontractors (employers) and the workers agree that it is either not reasonable or not safe to continue working.

For prolonged periods of inclement weather, the BMS/WHS Manager together with the Site Manager/Supervisor & Employee Representative, shall conduct a risk assessment of the site for areas protected from inclement weather where work may continue subject to additional safety controls. The risk assessment shall be carried out in accordance with the procedure 6.3 Hazard Identification and Risk Management.

All employees and subcontractors shall abide by the findings of the Risk Assessment.

Any worker can be transferred to another project where their respective employer's have work or another section of this project for productive work. The employers will take a reasonable approach when requiring their respective workers to transfer from this site to another site. This shall include giving consideration to the distance to be travelled and the time of day. However, the employer maintains the right to make the final decision as to when the transfer of employees from site to site is appropriate.

Should the transfer be inappropriate those workers directly affected by the inclement weather shall be required to perform maintenance and/or attend safety, skills development or training sessions or convene meetings to discuss the work as directed by their employer. Where none of the foregoing are available the employers shall adopt a common sense approach and will not unreasonably refuse to authorise employees to leave site.

### **7. Threatened Industrial Action**

In the event of any threatened industrial action between an employer and his respective employees, any such dispute or matter shall be dealt with in the following manner:

- a) In the first instance, the dispute or claim shall be taken up with their respective employer by the employee or employees concerned.
- b) If the dispute or claim is not satisfactorily resolved in accordance with above then, where applicable, the duly appointed union representative shall approach the employer or his representative for discussion of the claim.
- c) Should the dispute or claim not be settled by the procedures outlined in (a) and (b) above then the duly appointed union representative shall inform the relevant union official of the nature of the matter in dispute or claimed. Discussions shall take place as soon as possible between representatives of the employer and the respective union. The National Construction Director may be called upon to convene the meeting. The employer shall afford to the representative of the employees such available facilities as to assist in making early contact with his union.
- d) If settlement cannot be reached through the above procedures then either the employer or an official of the union shall notify the National Construction Director and refer the matter to the Australian Industrial Relations Commission.
- e) The National Construction Director shall notify the Principal's Authorised Person.
- f) While the above steps are being carried out, work shall continue normally, without prejudice to either party's case.

### **8. Contractor and Sub-Contractor review**

Contractors and subcontractors will be reviewed as per procedure 6.19 Reviewing Consultants, Suppliers & Subcontractors Performance.

### **9. Communication with contractors and sub-contractors**

Intermain will ensure consistent and quality communication with contractors and subcontractors about matters that are relevant to them through:

- Toolbox meetings
- Work project inductions; and
- Feedback meetings

Approved:

Andrew Johnson  
Chief Executive Officer/Managing Director  
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