

[2025] FWCA 87

The attached document replaces the document previously issued with the above code on 10 January 2025.

- Unsigned undertakings removed and signed undertakings inserted.

Associate to Deputy President Cross

Dated 21 January 2025



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Shamrock Civil Engineering Pty Ltd
(AG2024/5095)

SHAMROCK CIVIL ENGINEERING ENTERPRISE AGREEMENT 2024

Building, metal and civil construction industries

DEPUTY PRESIDENT CROSS

SYDNEY, 10 JANUARY 2025

Application for approval of the Shamrock Civil Engineering Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *Shamrock Civil Engineering Enterprise Agreement 2024 (the Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (the Act)*. It has been made by Shamrock Civil Engineering Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in **Annexure A**. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Workers' Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 January 2025. The nominal expiry date of the Agreement is 17 January 2029.



[2025] FWCA 87

DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/5095

Applicant: Shamrock Civil Engineering Pty Ltd

Undertaking – section 190

Shamrock Civil Engineering Pty Ltd gives the following undertakings with respect to the Shamrock Civil Engineering Enterprise Agreement 2024 (**Agreement**):

Duration of the Agreement

1. Clause 3 of the Agreement will be read as if it stated:

The Agreement shall commence on the first Wednesday which is at least 7 days after the date of approval with the Fair Work Commission and shall remain in force for four (4) years from the date the Agreement is approved by the Fair Work Commission. Formal negotiations for the renewal of this Agreement shall commence no later than six (6) months prior to the nominal expiry date of the Agreement.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Employer name: Shamrock Civil Engineering Pty Ltd

Authority to sign: *Leslie Zeeman (Director of Shamrock Civil)*

Signature: *Leslie Zeeman*

Date: *10 January 2025*

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

SHAMROCK CIVIL ENGINEERING ENTERPRISE AGREEMENT 2024

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1. PARTIES TO THE AGREEMENT

The parties to the Agreement will be as follows:

- Shamrock Civil Engineering Pty Ltd (Employer);
- The employees of Shamrock Civil Engineering Pty Ltd engaged in the classifications contained herein (Employees);
- The Australian Workers' Union

2. APPLICATION OF AGREEMENT

This Agreement will apply to the Employer and its Employees for whom classifications and rates of pay are provided in this Agreement, engaged in construction, civil construction and maintenance works in Australia. However, the Agreement does not apply to construction, civil construction, rehabilitation and maintenance works which take place at power generation sites located in the Latrobe Valley in Victoria, including but not limited to works at the Loy Yang site where the Employer and relevant employees are covered by the Shamrock Civil Engineering (Loy Yang) Enterprise Agreement 2024.

3. DURATION OF AGREEMENT

The Agreement shall commence on the first Wednesday which is at least 7 days after the date of approval with the Fair Work Commission and shall remain in force for four (4) years from the commencement date. Formal negotiations for the renewal of this Agreement shall commence no later than six (6) months prior to the nominal expiry date of the of Agreement.

4. PURPOSE OF AGREEMENT

The purpose of the Agreement is to provide comprehensively the wages and conditions of employment for the work performed described herein. The agreement incorporates the Building and Construction General Onsite Award 2020 (Award). Provided where the terms and/or conditions of the Agreement and the terms and/or conditions of the Award are inconsistent, the Agreement terms and conditions shall prevail over the Award.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5. CONTRACT OF EMPLOYMENT

5.1 Engagement

The employment shall be either full time, daily hire, part time or casual employment. The Employee will be notified at the time of engagement of the employment status.

Part-time Employees shall be entitled to the same entitlements of a full-time Employee on a pro-rata basis.

All new Employees other than casuals will be subject to a 3 month probation period.

Employees shall be multi-skilled and work in a completely flexible workplace not only to increase productivity but also to provide employees with more satisfying and challenging jobs and enhance their career growth opportunities. All Employees will be required to perform a diverse range of functions including but not restricted to construction, fabrication, manufacturing, technical services and general support.

There shall be no demarcation or restrictions between functions or organisational status including between traditional crafts, occupations, or vocations or callings.

An Employee may be required to, and shall perform, any function providing the employee has the required expertise to safely discharge the requisite and provided that, such functions shall be subject to safe, legal and practical work practices.

The level of flexibility and skill is comprehended in the wage rates for each classification.

5.2 Termination

A full-time Employee's termination shall be in accordance with the provisions of the *Fair Work Act 2009*. The period of notice to be given by the Employer shall be as follows:

Where the employee's period of continuous services with that employer is:	The period of notice is:
Up to 1 year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years or more	4 weeks

This period of notice shall be increased by one week where the Employee is over 45 years of age and has completed two years of continuous service with the Employer.

The period of notice to be given by the Employee shall be equivalent to that required of the Employer. Where less than one weeks' notice is given by the Employee the Employer is entitled to deduct one weeks' pay from the Employee's termination payment. Period of notice for a casual is one day.

Payment in lieu of notice shall be made if the appropriate notice period is not given. The employment may be terminated by part of the period of notice and part payment in lieu. Payment in lieu of notice shall be at the Employee's ordinary weekly wage for the ordinary hours not worked by the Employee during the period of notice. Nothing in this clause shall affect the right of the Employer to summarily dismiss an Employee for conduct that justifies this action.

5.3 Redundancy

5.3.1 Redundancy pay

A redundant Employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined) with the employer.

Period of continuous services	Severance payment
1 year or more but less than 2 years	2.4 weeks' pay plus, for all service in excess of 1 year, 1.75 hours per completed week of paid service within the 2 nd year up to a maximum of 4.8 weeks' pay.
2 years or more but less than 3 years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours per completed week of paid service within the 3 rd year up to a maximum of 7 weeks' pay.
3 years or more but less than 4 years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of paid service within the 4 th year up to a maximum of 8 weeks' pay.
4 years or more	8 weeks' pay

Provided that an Employee employed for less than 12 months shall be entitled to a redundancy/severance payment of 1.75 hours per completed week of service if, and only if redundancy is occasioned otherwise than by the Employee.

"Weeks' pay" means the ordinary time rate of pay at the time of termination for the Employee concerned.

5.3.2 The liability in Clause 5.3.1 may be offset or partly offset by payments to a recognised redundancy fund. Any such payments will cease on the Employee's maximum entitlement being accrued in the fund.

5.3.3 If an Employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement shall be paid to the estate of the Employee.

5.3.4 Any period of service as a casual shall not entitle an Employee to accrue service in accordance with this clause for that period.

5.4 Safety

Employees will comply with the relevant Acts, Regulations, Codes of Practice and the Company's Occupational Safety Policies and Procedures (as amended from time to time). It is a requirement to wear and maintain personnel protective equipment and safety equipment whilst in areas requiring such equipment.

5.4.1 Health and Safety Representative

Where Employees elect a Health and Safety Representative the Employer will meet obligations and allow him/her to spend such time as is reasonably necessary to exercise his/her powers and perform his/her functions in accordance with the relevant work health and safety legislation applicable in the relevant State or Territory.

5.5 Drug and alcohol testing

The Employer has a Drug and Alcohol Policy and Procedure. Failure to comply with the Policy and Procedure will be addressed under the Disciplinary Policy and Procedure.

5.6 Consultation

The parties to the agreement will be bound by the Consultation Term in [Schedule 2](#).

5.7 Flexibility

The parties to the agreement will be bound by the Flexibility Term in [Schedule 3](#).

5.8 Income Protection

The Employer will provide and maintain a policy of income protection. The Employer will contribute each week in respect of each Employee, the premium insuring income protection for each of those Employees.

6. CLASSIFICATION AND WAGE RATES

6.1 Classification Structure

Employees shall be classified and paid in accordance with the following structure:

Classification	Description
Level 1	An employee who has not previously worked within the industry classifications defined herein.
Level 2	An entry-level employee with greater than three months' experience, or an employee having the skills, qualifications and competency and substantially assigned to exercise the following duties:- labourer/construction worker, general concreter, scaffolder, steelfixer or truck driver (MR).
Level 3	An employee having the skills, qualifications and competency and substantially assigned to exercise the following duties:- rigger, dogman, concrete finisher, formwork carpenter, pipe layer, truck driver (HR) or mini-roller operator.
Level 4	An employee having the skills, qualifications and competency and substantially assigned to exercise the following duties:- operator of a bobcat, pile driver, roller, excavator <15T, loader <130kW or trade qualified (Cert III or higher) concreter, formwork carpenter or pipe layer.

Level 5	An employee having the skills, qualifications and competency and substantially assigned to exercise the following duties:- operator of backhoe, bulldozer, compactor, scraper <20m ³ , dozer <D7 or equivalent, excavator >15T, grader, loader >130kW or crane operator <100T
Level 6	An employee having the skills, qualifications and competency and substantially assigned to exercise the following duties:- operator of final trim grader, scraper >20m ³ , dozer >D7 or equivalent or crane operator >100T.

6.2 Wage rates

The wage rates for each classification are as prescribed in [Schedule 1](#). The rates compensate for all special skills and/or disabilities and/or special rates, associated with the industry of the Employer unless otherwise stated in this agreement. (Rates are given per hour for ordinary hours of work).

The wage rates published in [Schedule 1](#) shall be adjusted on the first full pay period as follows:

- From 1 January 2025 3.022 %
- From 1 July 2025 no adjustment
- From 1 January 2026 1.5%
- From 1 July 2026 1.5%
- From 1 January 2027 1.5 %
- From 1 July 2027 1.5%
- From 1 January 2028 1.5%
- From 1 July 2028 1.5%

6.2.1 Discretionary allowance

The Employer recognises the importance of retaining highly skilled employees and rewarding performance. As such the Employer may at its sole discretion, pay to an Employee a rate higher than what is prescribed for in their classification in this Agreement. This payment will be expressed as an allowance and will apply for all purposes exclusive of increases. This payment will be reassessed at the commencement of each project and may be reviewed at any time during the project.

6.3 Casual employment

Casual employees has the meaning given by section 15A of the Fair Work Act.

A casual employee will receive a loading of 25% on the rates prescribed in Schedule 1 as their ordinary rate for ordinary hours as provided for in this agreement. The loading will compensate for annual leave, sick leave, notice, redundancy and any other full time and part time entitlements that do not apply to casual employees. A casual employee shall be entitled to payment for a minimum of four (4) hours' work per engagement.

A casual employee required to work overtime, or weekend work will be entitled to the

relevant penalty rates prescribed by clauses 7.1.2 plus the casual loading of 25% provided that:

- where the relevant penalty rate is 150%, the casual employee will be paid 175% of the ordinary hourly rate; and
- where the relevant penalty rate is 200%, the casual employee will be paid 225% of the ordinary hourly rate.

6.4 Apprentice and trainee rates

The minimum wage rates payable to apprentices and trainees will be in accordance with the Award. In addition to the relevant standard rates apprentices shall be paid the following allowances as defined in clause 19.7 (c) of the Award:

- Industry Allowance
- Tool Allowance

6.5 Site Allowance

A site allowance as detailed below will be paid as a flat amount for each hour worked and will remain unaltered for the duration of each project. This payment will be expressed as an allowance and will not attract any penalties. The value of the project will be determined by the contract value of the works awarded to the employer.

Project Value	Site Allowance
0-\$40m	\$1.00
>\$40m	\$3.00

6.6 Travel allowance

An Employee required to commence work on site and provide their own transport shall receive a travel/mobility allowance in accordance with clause 26.1 of the Award, for each day that the Employee is required to commence on site. The allowance rate will be as follows:

\$60.00 per day from the commencement of this Agreement.

The allowance will not be payable on any day an Employee is provided or offered a vehicle or transport to and from the job by the Employer. This allowance does not apply where an Employee regularly drives an Employer-supplied vehicle.

6.7 First aid allowance

A qualified Employee appointed by the Employer to perform first aid duty shall be paid \$6.00 per day in addition to ordinary rates.

6.8 Leading hand allowance

An Employee specifically appointed to be a leading hand will be paid the following percentage in addition to the Employee's own hourly rate:

1-5 persons	5.3 %
6-10 persons	6.7 %
More than 10 persons	9.0%

Leading hand allowance will be paid as a flat percentage per hour worked and will not attract any penalty rates.

6.9 Living away from home allowance

An Employee who is required to work at a distance from his or her usual place of residence that is unreasonable to return home to each day, will be provided with reasonable accommodation and an allowance of \$70.00 per day for meals where meals are not provided in accordance with clause 25.4 of the Award.

The requirement to work at a distance from the Employee's usual place of residence and the payment of living away from home allowance will be subject to the written agreement between the Employer and Employee.

6.10 Uniforms and protective clothing

The following clothing will be supplied to all Employees and will be replaced annually on a fair wear and tear basis. The issue will be:

- (i) 5 x High-vis reflective long sleeve safety shirts (Casual employees will receive a minimum of 2);
- (ii) 5 x Long leg heavyweight cargo trousers (Casual employees will receive a minimum of 2);
- (iii) 1 x High-vis winter jacket/jumper (where an employee has a suitable high-vis jacket/jumper they may be provided with a non high-vis jacket/jumper in lieu of the high vis jacket/jumper, at their request); and
- (iv) 1 x Safety Boots (the employer will reimburse the employee up to \$200.00 upon producing a tax invoice receipt).

Employees, when working on site are required to wear all clothing supplied and adhere to any PPE requirements on that site.

6.11 Superannuation

The Employer shall pay superannuation in accordance with the prescriptions of the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time. This is a % of the employee's ordinary time earnings. Ordinary time earnings will mean the weekly amount prescribed in [Schedule 1](#) into a nominated Superannuation Fund. The Employer shall ensure that superannuation contributions pursuant to this clause are made into an eligible choice fund and that such fund is a fund that offers a MySuper product or is an exempt public sector scheme. The default fund shall be BUSS (Q) or CBUS superannuation fund.

6.12 Payment of wages

Employees will be paid weekly by electronic funds transfer. In accordance with the Award payments will be paid and available to the Employee not later than the end of ordinary hours of work on Thursday of each working week.

7. HOURS OF WORK AND OVERTIME

7.1 Ordinary hours

The nominal ordinary hours of work shall be an average of 38 hours per week to be worked from 6.00 am to 6.00 pm Monday to Friday.

It will be available to the Employer and affected Employees to agree to work alternate hours of work that provide an average of 38 hours a week over a nominated cycle. These cycles may include weekends to suit project requirements and/or the implementation of rosters such as 10 days on, 4 days off. The weekend penalties for ordinary hours will be as per clause 7.1.2 of this Agreement.

7.1.1 Rostered days off

The ordinary working hours will be worked in a 20 day four week cycle, Monday to Friday inclusive, with eight hours worked for each of the 19 days and with 0.4 of an hour on each of those days, accruing towards the twentieth day that will be known as the rostered day off (RDO). An Employee who has not worked a complete 19 day cycle will receive pro-rata accrued entitlements. Except as provided by this agreement, the RDO will be taken as prescribed by the industry RDO calendar. The Employer and Employee or Employees may agree to substitute another day for the nominated RDO.

Employees may bank up to 5 RDOs per calendar year and any accrued RDOs will be paid out at the end of each year or upon termination of employment.

7.1.2 Additional hours/ overtime

Overtime shall be at the discretion of the Employer in consultation with the Employee.

All time worked in excess of the work cycle's ordinary weekly or daily hours or outside of the span of ordinary hours of work shall be paid as overtime at the following rates:

- Monday to Saturday at the rate of time and a half for the first two hours of overtime and double time thereafter.
- All time worked on Sunday or after 12pm on Saturday shall be paid at double time.

7.1.3 Recall

An Employee recalled after leaving the site on any day Monday to Friday (whether notified before or after leaving the site) shall be paid for a minimum of four hours' work at the appropriate rate for each time the Employee is recalled.

Except in the case of unforeseen circumstances arising, the Employee shall not be required to work the full four hours if the job the Employee was recalled to perform is completed within a shorter period.

This overtime shall not be regarded as overtime for the purpose of clause 7.1.2 of this Agreement when the actual time worked is less than four hours on the recall or on each of the recalls.

7.1.4 Rest period

An Employee who works overtime shall have at least a ten hour rest period between the end of ordinary hours on any one day and start of ordinary hours on the next day.

If on the instructions of the Employer, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee shall be paid double time until he or she is released from duty for a ten hour rest period. The Employee shall then be entitled to be absent without loss of pay for ordinary working hours occurring during the ten hour rest period.

In the case of shift workers, eight hours shall be substituted for ten hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) to provide coverage for a shift worker who has not reported for work; or
- (c) where Employees have mutually agreed to swap shifts

7.1.5 Meal allowance and crib allowance

In the circumstances where an Employee is required to work more than 2 hours overtime after the usual ceasing time, Monday to Friday, a meal will be provided or a payment of \$19.00 for meals will be made. In addition the Employee will be entitled to a paid crib of 30 minutes prior to the overtime commencing or be paid 30 minutes at the overtime rate of time and a half. The usual ceasing time for the purposes of this clause will be at 8 hours.

In the circumstances where an Employee is required to work more than 8 hours overtime on either Saturday or Sunday, a meal will be provided or a payment of \$19.00 in lieu will be made.

Employees who are in receipt of board and accommodation, or the full living away from home allowance prescribed in clause 6.9 of this Agreement shall not be entitled to the meal allowance.

7.2 Meal and crib breaks

There will be a meal break and a crib break for each shift or day where a minimum of five hours are worked Monday to Friday. The meal break shall be thirty minutes duration and will be unpaid. The crib break will be twenty minutes duration and paid.

An Employee required to work overtime on a Saturday, Sunday or rostered day off shall be allowed a 20 minute paid crib break after each five hours worked if the work is scheduled to continue after the break. Payment for the crib break shall be at the prevailing overtime rate. A second meal break of 20 minutes shall be due if working 8 hours or more and paid at the prevailing overtime rate. Subsequent paid meal breaks are due every 4 hours.

The times of taking the breaks will be at no more than 5 hours of continuous work, as agreed between the employer and majority of employees affected. If the Employer requires an Employee to work during a meal break, the Employer shall apply the prescriptions of Clause 29.6 of the Award.

7.3 Night shift work

Night shift is where the majority of hours are worked between 6.00pm and 6.00am. The ordinary hours of work for night shift will be an average of 38 hours per week

over a nominated work cycle, carried out between 6.00pm and 6.00am Monday to Friday (Ordinary Night Hours).

Where night shift continues for:

- (a) less than five nights or less than 38 hours over the work cycle, the Employee will be paid at the rate of time and a half for Ordinary Night Hours (in lieu of shift loading);
- (b) more than five nights and up to and including four continuous weeks in any roster cycle, a loading of 15% will apply to Ordinary Night Hours; and
- (c) more than four continuous weeks in any roster cycle, the loading for Ordinary Night Hours will be 30%

Work done in excess of Ordinary Night Hours or on weekends will be payable at the following rates:

- (a) all work done on Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter;
- (b) all time worked on Sunday will be paid at double time; and
- (c) all overtime worked on any day will be paid at double time.

Casual employees shall receive an additional 25% in addition to the above mentioned loadings.

Where an Employee of the Employer is employed in the 'general building and construction and metal and engineering construction sectors' (as defined in the Award), the Employer will apply the shift loadings payable for work in that sector under clause 17.1 of the Award for the ordinary hours on each shift rather than the shift loadings above.

7.4 Wet weather

During periods of inclement weather that prevents work from being performed on site, the Employer, where practical, will transfer Employees to an alternative site not so affected, or to the Employer's depot/yard to perform maintenance, service-type duties or training.

Where this is not practical, all full-time Employees shall be entitled to payment by the employer for ordinary time lost through wet weather and the effects of wet weather for up to 32 hours in each calendar month (non-cumulative) subject to an Employee being ready, willing and able to work. The number of hours credited to any Employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through wet weather.

If an Employee is required to work in the rain without cover the Employee shall be paid single time in addition to the prevailing rate for all work performed. The additional payment shall not apply to Employees working in dry situations or working undercover.

Where because of wet weather, Employees are required to remain in the crib facilities:

- for more than a total of four hours prior to work commencing; or

- are prevented from working after the meal break for more than 50% of the remaining shift work time; or
- are prevented from working the final two hours of the normal work day for more than one hour;

the Employer will not require employees to remain on site.

Where, by agreement between the Employer and the Employees, Employees remain on site beyond the periods specified above, any such additional wet time will be paid for but will not be debited against the Employees' hours.

8. CONDITIONS OF EMPLOYMENT

(1) Annual leave

8.1.1 Entitlement

A full time Employee shall be entitled to be paid annual leave at the rate of 4 weeks of ordinary time for each year of continuous service consistent with the Fair Work Act 2009. The period of annual leave shall be exclusive of any public holiday that occurs during the period.

Notwithstanding the above, an Employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

8.1.2 Rate of pay for annual leave

Annual leave shall be paid at the ordinary weekly wage rate for ordinary hours.

8.1.3 Calculation of annual leave pay

Annual leave shall be paid at the Employee's ordinary weekly wage rate for ordinary hours for the period of annual leave (excluding shift allowances and weekend payments); plus, an amount equal to 17.5% of the amount.

8.1.4 Taking of annual leave

The taking of annual leave will be subject to mutual agreement and at times convenient to the requirements of projects. Employees must make an application for leave two (2) weeks in advance and approval will not be unreasonably withheld.

Employees may take a minimum of one half day's annual leave at a time by agreement with the employer, if a pressing personal necessity arises.

The Employer by giving reasonable notice of at least 2 months may direct employees to take accrued paid annual leave during the period between Christmas and New Year, Easter, and/or some other shutdown period at the employer's sole discretion. Where the Employee does not have sufficient accrued paid annual leave

to cover the period of shutdown, the Employer and Employee may agree, in writing, for the Employee to take leave without pay during that part of the shutdown period.

Unused annual leave carries forward from year to year; however, an Employee may not accumulate more than 8 weeks' annual leave, except where agreed in writing with the Employer. The Employer may direct any Employee with leave in excess of 8 weeks to take such leave, if agreement as to reducing the balance of leave cannot be reached. Such a direction will not reduce the Employee's leave balance below 6 weeks of accrued annual leave.

8.1.5 Payment on termination

An Employee on termination will be paid the accrued untaken annual leave.

(2) Personal/carer's leave

8.2.1 Entitlement

A fulltime Employee shall accrue paid personal/carer's leave at the rate of 10 days for each year of continuous service consistent with the *Fair Work Act 2009*.

Approved personal/carer's leave will be paid at the Employee's ordinary rate of pay for ordinary hours for the period of leave.

Personal/carer's leave can be taken under the following circumstances:

- When an Employee is unfit for work due to personal illness and injury; or
- When an Employee has to care for an immediate family member or member of the Employee's household due to his or her illness or injury; or
- An unexpected emergency affecting an immediate family member or member of the Employee's household.

Immediate family means:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an Employee; or
- a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner.

Employees may be requested to provide reasonable proof of injury or illness for themselves or a family member. In the case of carer's leave, where all paid leave has been exhausted an Employee will be entitled to two (2) unpaid days per occasion.

Personal/carer's leave shall not apply for illnesses or injury covered by worker's compensation. An Employee shall not be entitled to be paid personal/carer's leave for more ordinary hours than the Employee would have worked on that day.

8.2.2 Payment

Personal/carer's leave shall be paid at the Employee's ordinary weekly wage rate for ordinary hours and the Employee must meet the following requirements:

- Have a credit entitlement to a period of leave,
- Notify the Employer of the absence as soon as possible,
- Advise the Employer how long the absence on personal/carers leave is likely to be,
- Provide evidence to satisfy a reasonable person of the illness or injury. An employee absent on sick leave for two days or more will be required by the Employer to produce a medical certificate or other appropriate documentation in conjunction with a leave form. The Employer retains the right to require an Employee produce a medical certificate or other appropriate documentation upon request.

8.2.3 Personal/carers leave cumulative

Personal/carers leave shall accumulate from year to year, but is not paid out at termination of employment.

(3) Parental leave

Employees may be entitled to paid parental leave in accordance with the *Fair Work Act 2009 and HR-POL-PRO-05 Leave Policy and Procedure*.

(4) Compassionate leave

A full time Employee may take compassionate leave when a member of the Employee's immediate family or household member: contracts or develops a personal injury or illness that poses a serious threat to their life; or dies.

Compassionate leave shall be a maximum of 2 paid days per occasion.

Compassionate leave for casual employees shall be a maximum of two (2) unpaid days per occasion.

Members of an employee's immediate family shall be as defined in Clause 8.2.1.

(5) Long service leave

All Employees shall be entitled to long service leave in accordance with the relevant State Legislation. The Employer will ensure that any registration necessary for the purpose of portable long service leave schemes will be undertaken.

(6) Public holidays

All full time Employees shall be entitled to public holidays without loss of pay as prescribed by the NES and a public holiday prescribed by legislation for the district and/or state that the employee is working in (e.g. Show Day or Labour Day).

The Employer by giving reasonable notice may request Employees to work on a public holiday. Employees have the right to refuse to work on the public holiday. Where the Employee is working away from home and declines to work on a public holiday, the roster may be adjusted to accommodate the refusal.

Any Employee that agrees to work on a public holiday nominated herein shall be paid at the rate of double time and a half for all time so worked where "double time and a-half" means one and a-half day's wages in addition to the Employee's ordinary time

rate of pay or *pro rata* if there is more or less than a day.

9. DISPUTE RESOLUTION PROCEDURE

The parties to this Agreement shall observe the following Dispute Resolution procedure in respect of disputes relating to the operation of this Agreement and the application of the NES.

The Employer or Employee may appoint a representative at any of the steps of the dispute process.

- a) Parties to the dispute will first meet and confer by holding discussions between the Employee/s concerned and immediate supervisor/s.
- b) If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate.
- c) If the matter remains unresolved, the Employer or Employee may refer it to a more senior level of management for consideration.
- d) In the event of the matter remaining unresolved, either party may refer the matter to the Fair Work Commission for conciliation.
- e) Where conciliation of the matter is unsuccessful, either party may refer the matter to the Fair Work Commission for arbitration.

Except in situations where there is a perceived immediate and significant threat to employee health and safety, work will continue and consideration of the needs of the business will remain a priority.

10. THE ROLE OF EMPLOYEE REPRESENTATIVES

In this Agreement, 'Employee Representative' means an Employee who is appointed by employees employed on the project under this Agreement to assist in employment matters. The Employee Representative remains a working Employee as directed by the Employer, and is not employed for the sole purpose of carrying out the duties of being an Employee Representative.

Employees must advise the Employer who is the Employee Representative. An Employee Representative will not be recognised without this notification.

The recognition of an Employee Representative does not remove the right of any Employee to have another person assist them in employment matters.

In consultation with the employer, the Employee Representative will be allowed reasonable time during the course of employment to:

- consult and speak with other employees about matters relating to their employment, such as a grievance or dispute;
- represent the interests of Employees to the Employer;

- participate in any bargaining for an agreement to replace this Agreement where formally appointed in accordance with the Fair Work Act.

Employees will be entitled to meet with their elected Employee Representative on an as needs basis.

This Agreement does not allow for the employment of a non-working shop steward or job delegate.

11. FINAL SETTLEMENT

It is a condition of this Agreement that the parties to the Agreement will not pursue any extra claims, award or over award, for the duration of this Agreement. This includes claims relating to changes arising from award variations or decisions of the Fair Work Commission.

It is also a condition of this Agreement that the Employees and their representative/s will not take industrial action in support of extra claims, award or over award, for the duration of this Agreement.

ENDORSEMENT OF THE AGREEMENT

The signatures below testify to the fact that the Agreement has been ratified by the parties.

Signed for and on behalf of Shamrock
Civil Engineering Pty Ltd ABN:
68066655856



(Sign Name)



(Print Full Name)

43 DONALD ST Campbell Hill

(Address) Q 4152


18/12/24

(Date)

CEO

(Explanation/Authority)

Signed for and on behalf of the
employees of Shamrock Civil
Engineering Pty Ltd ABN:
68066655856



(Sign Name)

Richard William Turnbull

(Print Full Name)

195 Cobalt St Carole Park 4300

(Address)

13/12/2024

(Date)

EBA Bargaining Representative.

(Explanation/Authority)

In the presence of:



(Sign Witness Name)

GIOVANNI BERETTA

(Print Witness Full Name)

18/12/2024

(Date)

In the presence of:



(Sign Witness Name)

MICHAEL DANIEL MOTEN. SP(QUAL)

(Print Witness Full Name)

13-12-2024

(Date)



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ENDORSEMENT OF THE AGREEMENT CONTINUED

The signatures below testify to the fact that the Agreement has been ratified by the parties.

Signed for and on behalf of Australian
Workers' Union:

(Sign Name)

(Print Full Name)

(Address)

(Date)

(Explanation/Authority)

In the presence of:

(Sign Witness Name)

(Print Witness Full Name)

(Date)

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SCHEDULE 1 – RATES – ORDINARY HOURS

Wage rates for ordinary time work are as follows. *

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
From Commencement	\$30.45	\$32.25	\$33.93	\$36.31	\$37.58	\$39.90
From 01/01/25	\$31.37	\$33.22	\$34.96	\$37.41	\$38.72	\$41.11
From 01/07/25	\$31.37	\$33.22	\$34.96	\$37.41	\$38.72	\$41.11
From 01/01/26	\$31.84	\$33.72	\$35.48	\$37.97	\$39.30	\$41.72
From 01/07/26	\$32.22	\$34.23	\$36.01	\$38.54	\$39.89	\$42.35
From 01/01/27	\$32.80	\$34.74	\$36.55	\$39.12	\$40.48	\$42.98
From 01/07/27	\$33.30	\$35.26	\$37.10	\$39.70	\$41.09	\$43.63
From 01/01/28	\$33.79	\$35.79	\$237.66	\$40.30	\$41.71	\$44.28
From 01/07/28	\$34.30	\$36.33	\$38.22	\$40.90	\$42.33	\$44.95

**Wages shall be no less than the equivalent wage levels in the Building Construction General On Site Award 2020, as varied from time to time*

***The rates identified in the column 'From Commencement' in Schedule 1 identify the wage rates for ordinary time work which will apply once the Agreement comes into operation after approval of the Agreement by the Fair Work Commission.*

SCHEDULE 2 - CONSULTATION TERM

(1) This term applies if the Employer:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

- a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- b) subclauses (3) to (9) apply.

(3) The relevant Employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

(5) As soon as practicable after making its decision, the Employer must:

- a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- b) for the purposes of the discussion--provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the Employees.

- (6) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (7) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on Employees if it results in:
 - a) the termination of the employment of Employees; or
 - b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain Employees; or
 - f) the need to relocate Employees to another workplace; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - a) the Employer must notify the relevant Employees of the proposed change; and
 - b) subclauses (11) to (15) apply.
- (11) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

- (13) As soon as practicable after proposing to introduce the change, the Employer must:
 - a) discuss with the relevant Employees the introduction of the change; and
 - b) for the purposes of the discussion--provide to the relevant Employees:

- (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (15) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (16) In this term relevant Employees means the Employees who may be affected by a change referred to in subclause (1).

SCHEDULE 3 - FLEXIBILITY TERM

- (1) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- (2) The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the Employee being better off overall than the employee would be if no arrangement was made.
- (3) The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and

- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences
- (4) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing at any time.

SCHEDULE 4 - WORKPLACE DELEGATES' RIGHTS

- (1) Definitions:
- (a) **Employer** means the Employer of the workplace delegate;
 - (b) **delegate's organisation** means the Employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
 - (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the Employer in the enterprise.
- (2) Before exercising entitlements under Schedule 4, a workplace delegate must give the Employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.
- (3) An Employee who ceases to be a workplace delegate must give written notice to the Employer within 14 days.
- (4) Right of representation
- A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
- (a) consultation about major workplace change;
 - (b) consultation about changes to rosters or hours of work;

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- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Fair Work Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the Employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

(5) Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under Schedule 4. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

(6) Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the Employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The Employer is not required to provide access to or use of a workplace facility under Schedule 4.6(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

(7) Entitlement to reasonable access to training

Unless the Employer is a small business employer, the Employer must provide a workplace delegate with access to up to 5 days of paid time during

normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the Employer not less than 5 weeks' notice (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the Employer, the workplace delegate must provide the Employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.

(8) Exercise of entitlements under Schedule 4

- (a) A workplace delegate's entitlements under Schedule 4 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an Employee;
 - (ii) comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and

- (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Schedule 4 does not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Schedule 4 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or Schedule 4.

(9) Interaction with the Award

Clauses of the Award may give additional or more favourable entitlements to workplace delegates (however described). If an entitlement of a workplace delegate under another clause of the Award is more favourable to the delegate than an entitlement under Schedule 4, the entitlement under the Award applies instead of the entitlement under Schedule 4.

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IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/5095

Applicant: Shamrock Civil Engineering Pty Ltd

Undertaking – section 190

Shamrock Civil Engineering Pty Ltd gives the following undertakings with respect to the Shamrock Civil Engineering Enterprise Agreement 2024 (**Agreement**):

Duration of the Agreement

1. Clause 3 of the Agreement will be read as if it stated:

The Agreement shall commence on the first Wednesday which is at least 7 days after the date of approval with the Fair Work Commission and shall remain in force for four (4) years from the date the Agreement is approved by the Fair Work Commission. Formal negotiations for the renewal of this Agreement shall commence no later than six (6) months prior to the nominal expiry date of the Agreement.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Employer name: Shamrock Civil Engineering Pty Ltd

Authority to sign: *Leslie Zeeman (Director of Shamrock Civil)*

Signature: *Zeeman*

Date: *10 January 2025.*