

**Tomlinson Energy Service PTY LTD (VICTORIA)  
ENTERPRISE AGREEMENT  
2024-2027**

## **PART 1.**

### **1.0 TITLE**

This Agreement shall be known as the Tomlinson Energy Service Pty Ltd (Victoria) Enterprise Agreement 2024-2027

### **2.0 ARRANGEMENT**

The Agreement is arranged as follows:

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Appendix 1 Classifications

### **3.0 DATE & PERIOD OF OPERATION**

- 3.1 The Agreement will commence to operate 7 days after the date that the Fair Work Commission (“FWC”) approves the Agreement.
- 3.2 The nominal expiry date of this Agreement shall be 31 March 2027. The Parties commit to begin renegotiations for a replacement agreement 3 months prior to expiry of the current agreement.

### **4.0 DEFINITIONS**

In this agreement:

“**company**” means **Tomlinson Energy Service Pty Ltd (ABN: 54 630 814 238)**

“**union**” means Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Electrical Division (ETU)

### **5.0 APPLICATION AND SCOPE OF THE AGREEMENT**

The parties to this agreement are:

- 5.1 Tomlinson Energy Service Pty Ltd, (ABN: 54 630 814 238);
- 5.2 the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Electrical Division (ETU);
- 5.3 the Employees;
- 5.4 “Employees” means:

persons engaged by the company in Victoria (including those persons sent temporarily interstate), who are employed as Boiler Service Technicians to perform work described in the classification structure at levels C13 to C7 of the *Manufacturing and Associated Industries and Occupations Awards 2020* (“Award”) inclusive including, but not limited to:

- apprentices or trainees in the trades and occupations in the classification structure;
- employees engaged in the classification structure performing work away from the company’s establishment, carrying out on-site or distant work as required;

- employees engaged in the classification structure performing construction work;
- employees engaged in the classification structure performing such work in a workshop.

## **6.0 STRUCTURE OF THE AGREEMENT**

6.1 This agreement supersedes and replaces all previous agreements.

## **7.0 COPIES OF AN AGREEMENT**

7.1 A copy of this agreement shall be provided to each employee before it is lodged with the Fair Work Commission. A copy of the receipt from the Fair Work Commission for the approval of the agreement will also be provided to each employee after it is registered. A registered copy of the approval and agreement will also be available for inspection at the work place.

## **8.0 RELATIONSHIP TO AWARD**

8.1 The provisions of the *Manufacturing and Associated Industries and Occupations Award 2020* ("Award) as at the date of approval of this agreement are hereby incorporated into this Agreement, other than the following clauses:

- Clause 5 – Award Flexibility
- Clause 7 – Facilitative Provisions

The above clauses do not form part of the terms of this Agreement. The parties agree that this agreement expressly overrides those clauses of the Award and they shall not have any operation during the life of this Agreement.

8.2 Where there is any inconsistency between an express provision of this Agreement and a provision in the Award, the provisions of this Agreement shall prevail to the extent of any inconsistency.

8.3 Further, existing over award or agreement payments and conditions of employment shall continue to apply as if they were a term of this Agreement except where the terms of this Agreement expressly provides otherwise. This clause shall not operate so as to reduce wages or conditions of employees.

8.4 Upon incorporating Award terms into the Agreement the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award. So, for example, the loadings, penalties and allowances in the Award apply to the rate of pay due under this Agreement and references to "award" may mean "Agreement".

8.5 Any amendments to the Award after the date of approval shall be incorporated into this Agreement to the extent that they provide a more favourable outcome to employees in any respect than the provisions of the previous Award.

## 9.0 OBJECTIVES OF THE AGREEMENT

The objectives of this agreement are to assist Tomlinson Energy Service Pty Ltd and its employees in their commitment to:

### 9.1 Enterprise Flexibility

- 9.1.1 **Flexible Work Arrangements:** Flexible work arrangements that are suited to the needs of the customer, the competitive marketplace and the personal needs of employees.
- 9.1.2 **Culture based upon Trust and Co-operation:** Fostering a culture based upon a spirit of trust and co-operation.
- 9.1.3 **Customer Satisfaction:** Developing an industry reputation for providing excellent customer satisfaction.
- 9.1.4 **Labour Efficiency:** Fully utilising our labour resources to maximise our labour efficiency and to eliminate non-productive hours thereby ensuring our continued viability. Ensure that the labour hours shown on the timesheets match those on the service reports.
- 9.1.5 **Communication:** Developing our communication procedures to ensure a rapid response to the needs of our customers and the company.
- 9.1.6 **Administration:** Simplifying and improving the quality of our "paperwork" returns for the benefit of our customers and other staff within the company, and our profitability. Specifically, all parts and consumables from the store and van stock that are used on a customer site are included in the "Parts Section" of the service report.
- 9.1.7 **Reduction in Call Backs:** Making an effort to complete the job the first time thereby eliminating the need for call-backs.
- 9.1.8 **Consultation:** Participating in regular meetings to achieve the objectives of this agreement; to achieve performance and productivity targets; to enhance employee job satisfaction and improve the work environment for all employees.
- 9.1.9 **Health and Safety:** Tomlinson Energy Service Pty Ltd has a duty of care under the OH & S legislation and is committed to providing a safe working environment and safe systems of work by monitoring safety procedures, equipment and work practices and reviewing / changing these where necessary.

Employees also have a duty of care to protect themselves and others in the workplace. This requires employees, among other things, to comply with Tomlinson Energy Service Pty Ltd safety policy and procedures at all times.

- 9.1.10 **Protective Equipment:** Tomlinson Energy Service Pty Ltd will provide employees with a sufficient supply of relevant personal protective equipment (PPE), refer to clause 15, must be used at all times when carrying out work for

which it is required, or for work which Tomlinson Energy Service Pty Ltd has specifically stated requires the use of PPE.

Where Tomlinson Energy Service Pty Ltd issues employees with PPE, they are responsible for ensuring such items are maintained in good order. When items are no longer serviceable they will be replaced by the company. PPE must always be readily available for use. Such items remain the property of Tomlinson Energy Service Pty Ltd and must be returned to RCR Energy Service Pty Ltd upon termination of employment.

9.1.11 Achieving the above objectives will enable Tomlinson Energy Service Pty Ltd to prosper and grow and thereby provide all employees with greater job security, increased job satisfaction and rewards.

## **10.0 PERSONAL/CARERS LEAVE**

### **10.1 Notice and Evidence Requirements Personal/Carers Leave**

- a) The employee must, as soon as reasonably practicable, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or personal illness and the estimated duration of the absence.
- b) Provided that after two absences in any year of service of 2 days or less, the Company may request that the employee provide the required proof for the next and any subsequent absences in that year of service. The employee must, establish by production of a medical certificate or by evidence that would satisfy a reasonable person that the employee was unable to work because of injury or personal illness.

### **10.2 Personal/Carers Leave Entitlement**

On commencement of employment employees shall accumulate personal leave as per the Award. Employees are entitled to 10 days paid personal/carers leave per annum. An employee may take this paid leave as either personal or carers leave.

### **10.3 Personal/Carers Leave Accrual**

Paid personal/carers leave accrues progressively during each year based on ordinary hours of work and accumulates from year to year.

### **10.4 Reasons for taking Personal/Carers Leave**

An employee may take paid personal/carer's leave if the leave is taken:

- a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household who requires care or support because of:
  - i) a personal illness, or personal injury, affecting the member; or
  - ii) an unexpected emergency affecting the member.

### **10.5 Payment of Personal/Carers Leave**

Payment of personal/carers leave is based on an employee's base rate of pay and any allowances that are all-purpose for the employee's ordinary hours of work in the period.

#### 10.6 **Taking Unpaid Carers Leave**

An employee is entitled to 2 days unpaid carers leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- a) a personal illness, or personal injury, affecting the member; or
- b) an unexpected emergency affecting the member.

An employee may take unpaid carers leave for a particular permissible occasion as:

- a) a single continuous period of up to 2 days; or
- b) any separate periods to which the employee and his or her employer agree.

An employee cannot take unpaid carers leave during a period when they could instead take paid personal/carers leave.

#### 10.7 **Compassionate Leave**

A full time employee is entitled to 2 days of paid compassionate leave for each permissible occasion when a member of the employee's immediate family or a member of the employee's household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies.

An employee may take compassionate leave for a particular permissible occasion as:

- a) a single continuous 2 day period; or
- b) 2 separate periods of 1 day each; or
- c) Any separate periods to which the employee and management agree.

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

#### 10.8 **Notice for Taking Compassionate Leave**

The employee must, as soon as reasonably practicable, inform the employer of their inability to attend for duty and as far as practicable state the nature of the compassionate leave and the estimated duration of absence.

The employee must, establish by production of a medical certificate or by evidence that would satisfy a reasonable person that the employee was unable to work because of compassionate leave.

## 10.9 Entitlement to unpaid family and domestic violence leave

Entitlement to unpaid family and domestic violence leave will be in accordance with the NES

## 10.10 Payout of accrued Personal/Carers Leave

Employees who retire or are made redundant shall receive payment of accrued Personal/Carers leave capped at 6 weeks at their ordinary rate of pay.

Where the company goes into administration or Liquidation the employee shall receive payment of accrued Personal/Carers leave capped at 500 hours at their ordinary rate of pay

## 11.0 WAGES

11.1 Wages will be increased as follows:

- 1) 6% from the first pay period on or after 1<sup>st</sup> April 2024
- 2) 5% from the first pay period on or after 31<sup>st</sup> March 2025
- 3) 4% from the first pay period on or after 31<sup>st</sup> March 2026

11.2 The above percentage wage increases will be applied in addition to the Employees individual current rates of pay or the rates in the following table, whichever is the higher.

Classification	1st April 2024	31-Mar-25	31-Mar-26	
		5.00%	4.00%	
Level 4	\$52.04	\$54.64	\$56.82	
Level 3	\$50.35	\$52.87	\$54.98	
Level 2	\$47.00	\$49.35	\$51.32	
Level 1	\$43.64	\$45.82	\$47.66	
Trades Assistant	\$35.26	\$37.02	\$38.50	



Adult Apprentice	\$35.26	\$37.02	\$38.50	
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- 11.3 The employee will be paid your wage rate as advised to the employee in a letter of offer. The employee's wage rate will not be less than the applicable rate for the employee's classification in accordance with the above.
- 11.4 The rates of pay listed in the above classifications are loaded to compensate an employee who may undertake a mixed functions role from time to time.
- 11.5 There shall be no further wage increase for the life of the Agreement.

**12.0 TERMINATION OF EMPLOYMENT**

**12.1 Notice of termination by company – full time, part time**

Tomlinson Energy Service may terminate the employee's contract of employment by giving the appropriate notice in writing as set out below:

<i>Period of continuous service with Tomlinson Energy Service</i>	<b>Period of notice</b>
During probation	1 week
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

If Tomlinson Energy Service is terminating the contract of employment and the employee has completed at least 2 years' continuous service with Tomlinson Energy Service and are over 45 years old, Tomlinson Energy Service will give the employee an additional week's notice.

**12.2 Notice of termination by employee – full time or part time**

Except during the Probationary Period, in order for a full time or part time employee to terminate their employment, such employee must give the company a minimum period of notice reflected in 12.1.

**12.3 Payment in lieu of notice (if termination initiated by company or employee)**

Regardless of the notice periods specified above, Tomlinson Energy Service may give the employee payment in lieu of notice or part notice and part payment in lieu. The amount of payment in lieu of notice will equal the total of all amounts that, if the employee's employment had continued until the end of the required notice period, Tomlinson Energy Service would have been liable to pay the employee.

12.4 **Dismissal by Tomlinson Energy Service without notice for misconduct or serious breach**

Nothing in this clause affects the Employers right to dismiss any employee without notice for serious misconduct or a serious breach of this Agreement, in which case the employee is only entitled to be paid for the time worked up to the time of dismissal. Without limiting the generality of the foregoing, examples of 'serious misconduct' and/or 'a serious breach' include:

- Theft or fraud (e.g. misrepresentation of hours worked, false petty cash claim).
- Assault.
- Wilful damage to Tomlinson Energy Service's goods or property.
- Harassment or discrimination.
- Deliberate unauthorised use or disclosure of confidential information.
- Removal of a danger tag or use of equipment with a danger tag attached.
- Consumption of alcohol or use of drugs while attending for duty.
- Attending for duty while impaired by alcohol or drugs.
- A serious wilful breach of occupational health safety and welfare.

12.5 **Statement of Employment**

Upon the termination of employment and if so requested, Tomlinson Energy Service shall provide a written statement specifying the employee's period of employment and the classification or type of work performed.

12.6 **Standing down**

**Circumstances allowing stand down**

**Employer may stand down employees in certain circumstances**

An employer may, under this subsection, stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:

- a) industrial action (other than industrial action organised or engaged in by the employer);
- b) a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown;
- c) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.
- d) as per the *Fair Work Act 2009* (Cth).

12.7 **Absence from Duty**

Unless a provision of this Agreement states otherwise (e.g. personal leave), an employee not attending for duty will lose their pay for the actual time of such non-attendance.

12.8 **Abandonment of Employment**

The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer is prima facie evidence that the employee has abandoned their employment.

If within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted

an employee has not established to the satisfaction of their employer that they were absent for reasonable cause, the employee is deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with clause 12.8 abandonment of employment operates as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

Nothing in this clause will operate to alter an employee's entitlement to notice of termination pursuant to the NES.

### **13.0 SEVERANCE PAY**

- a) It is agreed that the Company shall contribute \$100.00 per week to the Protect Severance Fund ("Protect") on behalf of each employee covered by the agreement.

#### **Protect - Contact Details**

PO Box 397  
North Melbourne VIC 3051  
[www.protect.net.au](http://www.protect.net.au)

- b) Notice for redundancy will be as per the Award.

### **14.0 SUPERANNUATION**

- 14.1 Superannuation contributions will be made in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth). The default fund is the C+BUS Superannuation Fund. Superannuation will be paid on ordinary time earnings.

### **15.0 PROTECTIVE CLOTHING**

- 15.1 All employees, after a probationary period, shall be provided with:

5 shirts  
3 pants  
3 overalls  
1 jumper  
1 pair of safety boots

- 15.2 Each employee shall be provided with a pair of safety footwear to Australian Safety standards. All clothing supplied as per this clause shall be replaced on the basis of fair wear and tear and there shall be no cash payment in lieu of any item of clothing. Upon leaving the Company, employees shall either return all items with Company logos or remove the logos to the Company's satisfaction.

## **16.0 CONTRACT OF EMPLOYMENT**

An employee's title and place of engagement are specified in the letter of employment. The place of engagement for an employee may be changed by Tomlinson Energy Service only by consultation and agreement with that employee. All employees engaged will be on a full time basis only. Existing employees may elect to move to part-time arrangements as per clause 21.2.

### **16.1 Duties**

An employee's duties will be as per the job description or as outlined to the employee by the employee's supervisor. The employee's are required to perform any duties and use any equipment that is necessary for the efficient operation of the business that are within the employee's skills, competence, training and classification even if such duties fall outside of the employee's normal range (Not above their duties) of duties. In performing these duties the employee agrees to accept reasonable instruction and direction from authorised Tomlinson Energy Service personnel and to use the employee's best endeavours at all times.

### **16.2 Starting and finishing work**

Inefficiencies that exist where start and finish times do not meet with the customers start/finish times. It will then be necessary to vary start and finish times to suit the site requirements at a customer's premises. In absence of agreement between employer and the employees, in conjunction with clause 16, genuine requests for employees to vary the start and finish will be committed to by the employees, where the varied times will be performed. Provided that the start and finish times cannot be varied so as to result in the ordinary hours of work exceeding 8 hours on any one day.

### **16.3 Standard - Monday to Friday 7.30am to 4.00pm**

Where employees are required to commence on site, the same hours of employment will apply being 7.30am to 4.00pm. The standard employment hours may be varied by agreement.

16.4 Where the employer genuinely requires a change of the starting or finishing time because of a clients operational needs, it may be done by agreement between the employer and employee concerned. No unreasonable pressure will be put on the employee to do so. In absence of agreement Clause 16.2 applies. The start and finish times cannot be varied so as to result in the standard employment hours exceeding 8 hours on any one day.

16.5 Further, the change of the starting and finishing times must be within the spread of hours of 6.00am to 6.00pm.

16.6 If a dispute should arise, the dispute resolution process may be used to resolve this.

16.7 Where agreement is reached to work alternate hours, occupational health and safety principles will prevail. Proper health monitoring procedures will be introduced and suitable rosters clearly agreed prior to commencing work. Adequate supervision must always be provided.

16.8 When employee's are required to report directly to a location other than employee's place of engagement or the Branch Office ("alternative location"), the employee's starting time will be deemed to be the time that the employee arrived at that location. When the employee is required to start work at an alternative location that requires travel in excess of the normal time taken to travel from the employee's home to the

employee's place of engagement or Branch Office, the employee will be paid their applicable hourly rate for the additional time taken to travel to the alternative location. Travel time is paid at the employee's applicable hourly rate.

16.9 When the employee is working at an alternative location and it is the employee's last job for the day, the employee's finishing time will be deemed to be the time that the employee left the location. When travelling from the alternative location to the employee's home is in excess of the time usually taken for the employee to travel from the employee's place of engagement or Branch Office to the employee's home, the employee will be paid the employee's applicable hourly rate for the additional time taken to travel from the alternative location. Travel time is paid at the employee's applicable hourly rate.

**16.10 Probationary Period**

All new full-time employees shall be required to complete a probationary period of 3 months. When on probation employee performance will be reviewed and assessed. During the probation period employment can be terminated by either party with 1 week's notice. Prior to the end of the probation period of an employee the company will advise whether the employee has successfully passed their probation and whether employment will continue in accordance with this Agreement.

**16.11 Notice of inability to attend work**

If the employee is unable to attend work for any reason, the employee must give the employee's immediate supervisor as much notice as possible and preferably notify them no later than the time required to commence work (except in extraordinary circumstances where it is not possible to do so). When notifying the supervisor of inability to attend work, the employee must explain the reason for and the estimated duration of the absence. In the event that the employee is unable to contact your immediate supervisor, the employee must contact the appropriate manager.

**16.12 Continuous improvement**

Tomlinson Energy Service is committed to searching for areas where improvements can be made and implementing such improvements as part of this Agreement. Tomlinson Energy Service is also committed to implementing systems and procedures to improve and control the quality of products and services offered. The employees agree to support those commitments.

**17.0 EMPLOYEE REPRESENTATIVES**

**17.1 Representation**

For the purposes of this Agreement "employee representative" means an employee elected/appointed by the union in accordance with its rules as a Shop Steward ("Shop Steward") and selected by an employee to represent the employee, or such other representative that may be selected by an employee to represent the employee.

**17.2 Appointment of Shop Stewards /Election of Employee Representatives**

The parties recognise that employees have the right and expectation of representation in relation to employment issues from genuine Shop Stewards or other employee representatives. The Employer must not interfere in the selection by employees of their Shop Stewards or other employee representatives.

The Employer recognises that union members employed have a right to be represented by the union, in the consultation and dispute resolution arrangements in

this Shop Stewards/Employee Representatives and Health and Safety Representatives can represent union members.

The parties recognise the important role of Shop Stewards and other employee representatives and Health and Safety Representatives. The Shop Stewards and other employee representatives and Health and Safety Representatives have a key role in the early intervention in industrial disputes and Health and Safety issues under this Agreement.

Shop Stewards and other employee representatives shall have no role in determining which employees work overtime or otherwise, however they may have a role in ensuring agreed overtime rosters are fairly and properly implemented.

### **17.3 Shop Stewards'/Employee Representatives' Rights**

The Employer will recognise the following rights of Shop Stewards and other employee representatives in carrying out their roles as on-site representatives under this Agreement.

- a) The right to be treated fairly and to perform, their role as a Shop Steward/employee representative without any discrimination in their employment.
- b) The right of access to company resources such as phones in a private setting, company facsimile, post, photocopying, access to internet and email facilities for the purpose of carrying out their role as on-site representative under this agreement. Access to these resources will be requested by the representative when required.
- c) The right to place information on the crib room notice board in the workplace for the purpose only of carrying out their role under this agreement.
- d) Whilst a relevant matter is being heard by an industrial tribunal or courts involving Tomlinson Energy Service Pty Ltd, one employee only is to be paid for the purpose of attending that hearing. That employee will be the same employee for each day of the relevant matter.

### **18.0 EMPLOYEE REPRESENTATIVES TRAINING LEAVE ALLOWANCE**

The granting of leave will only be permitted by the Employer under this clause if the training is provided by an accredited training body which may include a trade union.

Courses may be conducted by a state or federal education system or other recognized industry-training providers or organizations being private or public to enhance Employee Representatives understanding and knowledge of the Fair Work Act 2009, OHS Act or communication skills or any other required knowledge that will enhance the ability, performance and competency of an Employee Representatives to deal and address any matters which may arise from time to time affecting employees whom they represent.

### **18.1 Training for Occupational Health and Safety Representatives**

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of persons at work.

Occupational Health and Safety Representatives will be afforded a minimum of five days training per annum at accredited WorkCover training programs conducted by

WorkCover or a third party other than a trade union (“**Third Party**”). Occupational Health and Safety Representatives will be paid their normal rate including all allowances while attending these courses.

Sufficient notice shall be given to the Employer to enable agreement for employees to attend these courses.

The company will comply with its obligations under the Occupational Health and Safety Act 2004.

## **19.0 INTRODUCTION TO CHANGE – EMPLOYERS DUTY TO NOTIFY**

### **19.1 Consultation about Workplace Change**

The employer shall notify relevant employees when a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to the enterprise is made and where it is likely to have a significant effect on employees of the enterprise or proposes to introduce a change to the regular roster or ordinary hours of work of employees. The relevant employees may appoint a representative for the purposes of this consultation and this representative must be recognised by the employer for the purpose of consultation.

As soon as practicable after making the decision the employer shall discuss with relevant employees:

- a) the introduction of change;
- b) the effect of the change is likely to have on the employees;
- c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- d) for the purposes of the discussion

For the purpose of this discussion the employer shall provide in writing to the relevant employees:

- a) all relevant information about the change including the nature of the change proposed; and
- b) information about the expected effects of the change on the employees; and
- c) any other matter likely to affect the employees.

However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

### **19.2 Where the Employer is Planning to Introduce Major Changes**

- a) Where the employer is planning to introduce major changes in production, program, Organisation, structure or technology that are likely to have significant effects on employees, whether or not a decision has been made, the employer shall notify the employees who may be affected by the proposed changes and their union.
- (b) The discussions with employees affected and their union shall commence as early as practicable after the activities referred to in paragraph 19 hereof.

### 19.3 **Employer's Duty to Discuss Change**

- a) The employer shall discuss with the employees affected and their union, inter alia, the introduction of the changes referred to in paragraph 19 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.
- b) The discussions with employees affected and their union shall commence as early as practicable after the activities referred to in paragraph (a)(i) hereof.
- c) For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.
- d) The employer shall provide information in languages other than English for employees of non-English speaking background.

## 20.0 **STATEMENT OF EMPLOYMENT**

- 20.1 The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to an employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

## 21.0 **HOURS OF WORK**

### 21.1 **Full Time employees**

To accumulate one RDO each month (28 day cycle period), the ordinary hours of work for full time employees are 8 hours per day, Monday to Friday inclusive, however the employee will be paid as if the employee had worked 7 hours 36 minutes per day (i.e. 38 hours per week). The time worked towards a RDO is to be taken in accordance with clause 21.

### 21.2 **Part Time employees**

The ordinary hours of work for part time employees are as agreed between the employee and Tomlinson Energy Service from time to time but will generally be less than 38 per week.

21.2.1 A part time employee's ordinary hours per day will be 8 hours, unless a lesser amount is agreed to by Tomlinson Energy Service and the employee. The ETU official will be notified prior to any such agreement being entered into. If a dispute should arise in relation to ordinary hours, the dispute resolution process maybe used to resolve this.



21.2.2 The terms of this agreement or any variation to it shall be in writing and retained by Tomlinson Energy Service. A copy of the agreement and any variation to it shall be provided to the employee by Tomlinson Energy Service.

21.2.3 Payments to fund for severance benefits will be pro rata at the same level as for a full-time employee.

21.2.4 Circumstances that may lead to a full-time technician moving to part-time employment include phased retirement, illness, injury, family responsibilities or any other similar restriction on the employee lead to the request to change.

21.3 Where the full-time/part-time employee's normal paid hours (Normal Roster) fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall receive double time and a half.

21.4 **Accrual of Entitlements**

All entitlements that are accrued by full-time employees shall apply pro-rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

21.5 **Ordinary Spread of Hours of Work**

The spread of hours in which ordinary hours of work can be worked by part-time employees is equal to the starting and finishing time of the permanent full-time employees.

21.5.1 A part-time employee shall not be required to work outside of the hours agreed under the contract of employment unless urgent and/or unforeseen circumstances intrude in accordance with clause 16.2, 16.3 and 16.4. In such a case the overtime provisions of the Agreement shall apply.

21.5.2 For example, the starting and finishing times for permanent employees under clause 16.3 is 7:30am to 4:00pm, then this shall be taken to be the ordinary spread of hours of work for permanent part-time employees.

21.5.3 A part-time employee who is required by Tomlinson Energy Service to work in excess of the hours in accordance with clause 21.2 or outside the ordinary hours of work as defined in clause 16.3 shall be paid for such work in accordance with the overtime penalties described at clause 22.3. Preference will be given to full time employees in respect of any overtime available.

21.6 **Ordinary hours**

Ordinary hours may be worked between Monday to Friday inclusive, between 6.00am and 6.00pm inclusive. Ordinary hours may not exceed 8 hours on any one day. By agreement with the majority of employees, after consultation with relevant employee representatives, ordinary hours shall increase to 10 hours.

21.7 **Meal breaks**

The employee will not be required to work more than 5 consecutive hours without an unpaid meal break of 30 minutes, except where another arrangement is agreed between the employee and the employee's Manager. Meal breaks must be taken at times agreed between the employee and the employee's Manager to ensure minimal disruption to work.

**21.8 Rest breaks**

In addition to the above meal break, in the first half of the shift, the employee may have a paid rest break of 15 minutes, taken at a time to ensure minimal disruption to the employee's work as agreed with the employee's Manager.

**21.9 Shift work**

The employee may be required to work afternoon and night shifts in which case all ordinary hours worked will be paid at the employee's ordinary hourly rate plus 15% shift penalty.

Where an employee who works on an afternoon or night shift which does not continue for at least five successive afternoon or night shifts or for at least 38 ordinary hours, all ordinary hours worked will be paid at the overtime penalty rates prescribed in Clause 22.3.

**21.10 Definitions**

"Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am.

"Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice.

Prior to starting a shift the Employer will consult and agree with the effected employee or employees prior to the introduction of a shift on the actual start and finish times of afternoon and night shift.

21.11 At times, depending upon the workload, the employee's Manager may require the employee to change from one shift to another. The employee's Manager will endeavour to give the employee as much notice as practically possible. If the employee is given less than 48 hours' notice, the employee will be paid double the employee's ordinary time rate for the first two shifts when the shift is changed. Thereafter the employee will be paid at the standard rate for the remaining shifts, including shift allowance (if applicable).

**21.12 Time sheets**

Employees are required to complete time sheets punctually and correctly on a daily, weekly or fortnightly basis, in a manner as required by Tomlinson Energy Service. A breach of this condition will be regarded as a disciplinary matter.

21.13 Subject to subclause 21.15, RDO's should be taken at a time that is mutually convenient to both the employee and Tomlinson Energy Service. They must be staggered to ensure minimal disruption to customer needs and operational requirements.

21.14 The employee must give the employee's supervisor reasonable notice of any request to take a RDO and, wherever practicable, the employee's request will be granted. However, RCR has the right to require the employee to take a RDO at any time and the employee will be given reasonable notice of any such requirement.

- 21.15 RDO's must be taken as whole days unless otherwise agreed.
- 21.16 The employee may accrue up to 5 RDO's which may be:
- a) taken as single days or consecutive days; OR
  - b) taken at the beginning or end of a period of Annual Leave, provided such arrangement is mutually agreed between the employee and Tomlinson Energy Service.
- 21.17 Once the employee has accrued 5 RDO's, Tomlinson Energy Service reserves the right to direct the employee to take any subsequent RDO which accrues thereafter.
- 21.18 Except in those situations where work is being carried out at a client company's premises where the client company has an arrangement with its employee where the ordinary hours are less than 38 per week and in these circumstances the client company ordinary hours shall apply.

## **22.0 REASONABLE ADDITIONAL HOURS**

### **22.1 Meaning of overtime**

All work performed outside of the ordinary hours or outside of an employee's ordinary rostered shift hours shall be deemed as overtime. Overtime worked on any day shall stand alone.

### **22.2 Reasonable Overtime Paid At Overtime Penalty**

In addition to rostered hours, Tomlinson Energy Service may require employees to work Reasonable Overtime which will be paid at a penalty as prescribed below and as set out in the Fair Work Act 2009 Section 62 (3).

Whether additional hours are reasonable the following relevant factors will be considered:

- a) any risk to employee health and safety from working the additional hours;
- b) the employee's personal circumstances, including family responsibilities;
- c) the needs of the workplace or enterprise in which the employee is employed;
- d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- e) any notice given by the employer of any request or requirement to work the additional hours;
- f) any notice given by the employee of his or her intention to refuse to work the additional hours;
- g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- h) the nature of the employee's role, and the employee's level of responsibility;

- i) whether the additional hours are in accordance with any averaging terms included in this Agreement.
- j) any other relevant matter.
- k) Despite the above, for construction work, there shall be a maximum limit on overtime of ten hours per employee in total per week. Specific exemption for one off, emergency work, cut over (where a system is off-line), and commissioning may be agreed in consultation with the employee (whom can notify the ETU) detailing the nature of such and the need for the exemption. Agreement shall not be unreasonably withheld.

**22.3 Overtime rates and when payable**

The following overtime penalty rates are payable based on the employee's all purpose rate of pay:

- a) Monday-Friday: Double time for all hours worked.
- b) Saturday: Double time for all hours worked;
- c) Sunday: Double time for all hours worked.
- d) Public Holiday: Double time and a half for all hours worked.

**22.4 Each day stands alone**

When calculating overtime each day stands alone. When Reasonable Overtime is worked that continues beyond midnight on any day, the time worked after midnight will be deemed to be part of the previous day for the purpose of this clause.

**22.5 Overtime on shift work**

Overtime penalties payable will be based on the non-shiftwork rate of pay.

**22.6 Entitlement to a 10 hour break (other than a Casual employee)**

When an employee works overtime that continues beyond the employee's normal finishing time, the employee is entitled to a 10 hour break, without loss of pay for normal working time, before starting the employee's next shift. It is the employee's responsibility to ensure the employee take the 10 hour break and advise the employee's Supervisor if the employee will be starting the next shift late, so the break can be taken. Unless specifically instructed by the employee's Supervisor, the employee must not commence work unless the employee has had a 10 hour break.

**22.7 If the employee is instructed to work without a 10 hour break**

If the employee's Supervisor instructs the employee to continue working or start the employee's next shift without having a 10 hour break, the employee will be paid at double the employee's normal rate of pay until the employee is released from duty. Once the employee is released from duty the employee will then be entitled to the employee's 10 hour break without loss of pay for the normal time hours the employee would have worked during that 10 hours.

22.8 Clause 22.6 and 22.7 do not apply if the employee has been recalled in accordance with Clause 22.9.

**22.9 Recall (call back)**

If the employee is recalled to work overtime after completing the day's work at a different site to the one last worked at, this will be regarded as an 'after hours call out' for which the employee will be paid at double time rates for a minimum of four hours.

22.10 If prior to completing the day's work where the employee is requested to return at a specified time and works overtime or if the employee works overtime hours before the start of the employee's normal shift, the employee will be paid the relevant overtime penalty for such time worked. Overtime hours worked continuous with the same shift period will be paid at the specified rate as per Clause 22.3 of this Agreement.

**22.11 Make-up time**

Where you have exhausted any bank of time off in lieu, by mutual agreement you may take time off during your normal working hours and later make up that time in the same pay period. All time worked as Make Up Time will be payable at the employees normal rate of pay. The company reserves the right of authority as to what hours are worked as Make Up Time by that employee and whether or not any penalty rates apply to such hours of Make Up Time.

**23.0 PRODUCTIVITY MEASURES**

23.1 Employee's are to notify management, in advance, of the impending completion or suspension of a service call, contract or project. Allowing management to organise the next job and notify the employee as soon as practicable to help achieve compliance with the objectives of clause 9.1.4.

23.2 Where an employee is on a site and becomes aware of possible maintenance and services opportunities, they shall advise the client of the company's service and advise company management of the possible service opportunity.

23.3 Tablets / GPS/ Electronic Devices.

Tablets / GPS/ Electronic Devices may be utilized to:

- Provide Electronic Service Reports  
Tomlinson Energy Service intend to replace the existing written service reports with electronic tablet versions. All Tomlinson staff will be expected to use these tablets once introduced.

The tablet / GPS/ Electronic device may be disabled by the technician whilst not engaged in work but must be on at all times whilst they are working.

Any data produced by the Tablet / GPS/ Electronic Device will not be used for any disciplinary purposes against the employees.

**24.0 POWER TOOLS**

24.1 The existing practices in relation to the provision and use of power tools shall continue to apply. All necessary power tools including battery operated, test equipment and consumables will be provided by the employer.

**25.0 AFTER HOURS CALL OUTS**

25.1 Where an employee is on Call-outs, the employee shall be paid a call out allowance as prescribed below. If the employee is required to work they shall be paid in addition to availability allowance, a minimum of 4 hours at double time for each occasion.

The Call out allowance is as per table below;

1 <sup>st</sup> April 2024	31 <sup>st</sup> March 2025	31 <sup>st</sup> March 2026	
\$300	\$350	\$400	

25.2 Available for call out shall mean that the employee concerned shall be available to the employer by means of (mobile or land line) telephone at any time the employee is receiving the availability for duty allowance. If client calls occur concurrently, the rostered technician will call others on the roster for assistance as required. Others on the roster shall not unnecessarily withhold their availability.

25.3 Actual Time worked shall mean the time taken from leaving the employee’s home to return thereto.

25.4 Where an employee is required to work while on call out duty, the employee shall receive a 10 hour break from the time the actual time worked ceases. The employee shall not receive a 10 hour break where the actual time worked begins no earlier than 2 hours prior to the employee’s normal start time and the employee has not had any prior call-outs within the previous ten hours. In this situation, the employee will receive the appropriate penalty rate up until the employee’s normal starting time.

**26.0 ALLOWANCES**

In addition to the wage rate, the employee may be entitled to one or more of the following allowances:

a) **Travel Allowance:** when the employee is required to work away from the employee’s place of engagement and the employee does not return to the employee’s usual place of residence that day, (Note: the employee must stay away overnight from the employee’s usual place of residence to be entitled to this allowance.) the daily allowance in the table below will be paid. Accommodation will be arranged by Tomlinson Energy Service at the company’s expense.

1 <sup>st</sup> April 2024	31 <sup>st</sup> March 2025	31 <sup>st</sup> March 2026
\$180	\$189	\$196.56

- b) **Meal Allowance:** if the employee is required to work in excess of 90 minutes overtime immediately following the employee's normal shift, or in excess of four hours of overtime in other circumstances, the employee will be paid a meal allowance. This allowance is not payable when Tomlinson Energy Service has supplied the employee with a meal or when the employee was notified on the previous day (24 hrs) or earlier that the overtime would be required.

1 <sup>st</sup> April 2024	31 <sup>st</sup> March 2025	31 <sup>st</sup> March 2026
\$15.59	\$16.37	\$17.03

- c) **Tool Allowance:** The individual pay rate incorporates a Tool Allowance that may have otherwise been applicable, no other allowance is payable for Tool Allowance.

26.1 The allowances set out in subclause 26.0 hereof will be payable in addition to the rates of pay prescribed in subclause 11.1 Further, these are not 'all purpose' allowances' unless otherwise specified.

26.2 **Advanced Type B Gas License**

An employee who are holders of the Advanced Type B Gas License, shall be paid the following all-purpose allowance per hour:

1 <sup>st</sup> April 2024	31 <sup>st</sup> March 2025	31 <sup>st</sup> March 2026
\$3.00	\$3.15	\$3.28

## 27.0 ANNUAL LEAVE

27.1 A full Time employee will progressively accrue annual leave (Part time employees is pro rata) for each year of service according to the employee's ordinary hours of work and is entitled to 4 weeks of paid annual leave or 5 weeks of paid leave for a shift worker.

27.2 A shift worker for the purposes of the National Employment Standards is an employee engaged to work continuous shift work in accordance with the Award. Annual leave accumulates from year to year.

### 27.3 Annual leave loading

During a period of annual leave an employee (other than a shift worker) will receive a loading of 17.5% on their ordinary rate of pay.

27.4 In the case of annual leave accrued but not taken, such leave will be paid out on termination.

## **28.0 PUBLIC HOLIDAYS**

28.1 Public Holidays are the days (or subsequent days) on which the following holidays are observed:-

- New Year Day
- Australia Day
- Good Friday
- Easter Saturday.
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day or Eight Hours' Day
- Christmas Day
- Boxing Day
- Friday before AFL Grand final
- Melbourne Cup Day or a local equivalent
- Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

28.2 Tomlinson Energy Service may request employees to work on a public holiday and, if the employee agree, the employee will be paid double time and a half for all hours worked on such day.

28.3 Refer to Award for substitution days.

## **29.0 LONG SERVICE LEAVE**

29.1 It is agreed that the Company shall contribute to 'Co Invest' on behalf of each employee covered by the agreement.

### **Co Invest - Contact Details**

GPO Box 4368,  
Melbourne VIC 3001  
[www.co-invest.com.au](http://www.co-invest.com.au)

29.2 Long Service Leave will be as per the Victoria Long Service Leave Act 1992.

## **30.0 ACCIDENT PAY**

30.1 Benefits and conditions payable as a result of a work related injury or illness will be in accordance with the Victorian WorkCover Act, as amended from time to time.



Accident Pay is the difference between the employee's WorkCover rate and the employee's all-purpose gross rate including shift premiums but excluding overtime.

Accident Pay or "Make-Up Pay" is only payable to an employee while they remain in the employ of the Company and are receiving compensation payments under the WorkCover Act. Except in the event of termination by the Company of an employee who is incapacitated and receiving Accident Pay, he/she shall continue to receive such Accident Pay provided he/she continues to be in receipt of WorkCover payments under the Act.

Accident Pay is payable for a maximum period or aggregate periods totalling 52 weeks for any one injury or illness.

### **31.0 NO EXTRA CLAIMS**

31.1 The unions, the Company and the employees bound by this agreement will not pursue any extra claims, award or over award, for the duration of this Agreement.

It is also a term of this agreement that each of the employees and the Union bound by this agreement don't take unprotected industrial action for the duration of the agreement.

### **32.0 DISPUTES RESOLUTION**

#### **32.1 Safety Disputes Resolution Procedure**

##### **32.1.1 Resolving Health and Safety Issues**

When an occupational health and safety issue arises, the matter should be referred to the Employer's safety representative or supervisor. The supervisor shall discuss the matter with the person and the elected employee health and safety representative (if on site) with a view to agreeing on a safe working procedure to minimise and eliminate where possible the risk of injury or disease.

32.1.2 Where the supervisor or the employee health and safety representative consider there is likely to be an immediate risk to the health and safety of any person they may, jointly or singularly, direct that work in that particular area, or by that particular method, cease (immediate risk means that there is a degree of danger which is likely to cause injury or disease before the risk can be eliminated).

32.1.3 Work in the affected area(s) shall cease and employees shall be relocated to work in alternative safe areas where work is available in their classification.

32.1.4 Employees may be relocated to other job sites where there is safe work available in their classification.

32.1.5 Where there is no work available for the particular employees, they shall remain on site and make themselves readily available for resumption of work without loss of pay. Failure to do so shall negate any claim for payment. Provided that the Employer will not unreasonably require employees to

remain for an unreasonable time period where there is no reasonable prospect of a resumption of work that day.

32.1.6 During discussions the employee health and safety representative may seek the assistance of the union and the supervisor may seek advice or assistance.

32.1.7 Where the supervisor and the employee health and safety representative cannot agree on a procedure, either party may call in a WorkSafe Inspector, who may provide advice on the proposed procedure.

32.1.8 The supervisor and the employee health and safety representative shall agree on the best method of rectifying the problem.

32.1.9 At all times, employees must not work in situations where there is a genuine risk to their health and safety.

## 32.2 **Resolving Other Issues**

32.2.1 This procedure shall be used for resolving all other disputes including disputes relating to the operation of this Agreement and disputes over the application of the National Employment Standards (NES):

32.2.2 The matter shall be first submitted by the employee or employee representative to the supervising officer or another appropriate manager, and if not settled, to a more senior manager in accordance with local procedure.

32.2.3 While this procedure is being followed the status quo as it existed prior to the events that gave rise to the dispute arising shall remain.

32.2.4 No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub clause.

32.2.5 A Union Official may attend the workplace to undertake actions involved in the above procedure.

32.2.6 If not settled the matter may be referred to the relevant Employer Association for intervention.

32.2.7 If not settled, the matter may be formally submitted to the State Secretary or other appropriate official of the union, or other employee representative (if any), or other employer representative (if any).

32.2.8 If not settled, and the matter is a dispute about matters arising under this Agreement or the National Employment Standard the matter may be submitted directly to the Fair Work Commission who may resolve the dispute as it considers appropriate including using mediation, conciliation, expressing a opinion or making a recommendation.

32.2.9 If the Fair Work Commission is unable to resolve the dispute it may arbitrate the dispute and make a determination which is binding on the parties.

32.2.10 Where a matter does progress to the Fair Work Commission, its decision shall be final and binding on the parties, subject to either party exercising a right of appeal against the decision.

32.2.11 At all stages of the above procedure, either party may appoint another person to act on their behalf including in the case of Employees, a shop steward or delegate of their union.

### **33.0 WORKPLACE FLEXIBILITY**

33.1 The terms in clause 33.4 of the Agreement may have their effect varied by an individual flexibility arrangement (“IFA”).

33.2 The Employer will not make an IFA unless the following conditions are satisfied:

33.2.1 The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;

33.2.2 The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;

33.2.3 The IFA must be genuinely agreed to by the employer and the employee;

33.2.4 The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to;

33.2.5 The IFA must be able to be terminated:

a) by either the employee, or the employer, giving written notice of not more than 28 days; or

b) by the employee and the employer at any time if they agree, in writing, to the termination.

33.2.6 The IFA must be in writing and signed:

a) in all cases—by the employee and the employer; and

b) if the employee is under 18—by a parent or guardian of the employee; and

c) includes details of:

i) the day on which the arrangement commences

ii) the terms of the Enterprise Agreement that will be varied by the arrangement;

iii) how the arrangement will vary the effect of the terms; and

iv) 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.

33.2.7 The IFA must be given to the employee within 14 days after it is agreed to.

33.3 It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.

33.4 The terms that may be subject to an IFA are:

Salary Sacrificing on Superannuation - Clause 14,

#### **34.0 SERVICE INCREMENTS**

- 34.1 After five year's continuous service with the employer, an employee will receive an additional all purpose allowance of \$1.00 per hour.,

#### **35.0 SPECIALISED CONSTRUCTION WORK**

- 35.1 Where employees perform work on a construction site and the other workers on the site receive a site allowance, then Tomlinson Energy Service will pay the site allowance applicable on the site, in addition to the terms in this Agreement, to the employees while performing such work and only for the hours on that site.
- 35.2 Where any existing signed agreement in relation to ordinary hours of work between the Union and the Principle currently applies at a site or workplace at which the Employer takes over an existing contract, begins a new contract and/or is engaged to perform and provide services, and that agreement provides more beneficial ordinary hours of work to the employees than those contained in this agreement, then those more beneficial hours of work shall apply to the employees and this agreement shall have no effect to the extent of any inconsistency.
- 35.3 Where Tomlinson Energy Service performs work on a metal engineering construction project where there is a specific project agreement, then that project agreement shall apply to all work performed by the Employer on that project, in addition to the terms of this Agreement and only for the hours of work on that site.
- 35.4 Employees required to perform construction project work will not be disadvantaged on an overall monetary basis as a result of this clause

#### **36.0 NOT TO BE USED AS A PRECEDENT**

- 36.1 This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

#### **37.0 COMPANY MOTOR VEHICLE USE**

- 37.1 Due to the nature of your work, it is expected that the employee will take a company vehicle home with the employee each night to allow the employee to travel directly to client jobs from the employee's usual place of residence the following morning. This vehicle can be used in accordance with the Vehicle Management Procedure, including reasonable personal use. It is expected that travel from work to the employee's usual place of residence will not exceed 50kms. In the event that your place of residence falls outside this 50 km radius, alternate arrangements may be organized (at the State Managers discretion), including arranging for the employee's own transport to and from the division. Current employee's residential status will be excluded from this clause. The clause will only come into effect if the employee relocates after the commencement date of the agreement, or if new employees commence.
- 37.2 Tomlinson Energy Service will pay reasonable car expenses for business use. All expenses should be approved prior to the expenditure being undertaken. Parking and toll expenses do not require prior approval.

### **38.0 PROFESSIONAL DEVELOPMENT, REGISTRATION AND LICENCING COSTS.**

38.1 Where Tomlinson Energy Service requires or requests an employee to utilize a Type B gas appliance certificate, the associated costs incurred by the employee to hold or obtain such shall be reimbursed upon proof of the expenditure from the employee.

38.2 All insurance costs associated for an employee to complete works under the employment of Tomlinson Energy Service and paid by the employee, shall be reimbursed upon proof of expenditure from the employee.

### **38.3 Professional Development**

- (a) The Parties recognise that commencing 1 January 2023, professional development training may be required for the renewal or retention of an Electrical licence.
- (b) Where a regulatory authority determines that an Employee is required to attend training for the purposes of licence retention or renewal, and such training takes place within the spread of ordinary hours, an Employee will be entitled to attend the training without loss of pay. For the avoidance of doubt, the costs of the training will be borne by the Employee.

## **39 Model 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.

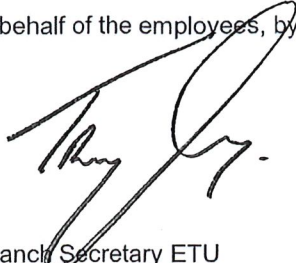
(16) In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause (1).

**SIGNATURES OF THE PARTIES**

For and on behalf of the employees, by an authorised officer of the CEPU

Signed

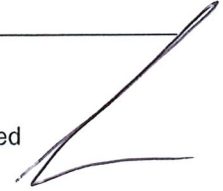


Troy Gray

Victorian Branch Secretary ETU  
Level 1, 200 Arden St Nth Melbourne

DATED 17 April 2024

Witnessed



Chelsea Hill  
Legal + Industrial  
Admin Facilitator.

For and on Behalf of Tomlinson Energy Service Pty Ltd (ABN)

(Signature)



(Print Name) ALLAN KILLIAN

(Position) STATE MANAGER VIC

(Address) LEVEL 2, 315 FERNTREE GULLY RD MT WAVERLEY  
VIC 3149

DATED 17TH APRIL 2024

**Witness**

(Signature)



(Print Name) COURTNEY MARTIN

(Position) SERVICE COORDINATOR

(Address) LEVEL 2, 315 FERNTREE GULLY RD MT WAVERLEY  
VIC 3149

DATED 17TH APRIL 2024



## APPENDIX 1

The definitions of the classifications for each of the wage levels determined in the Enterprise Agreement will be revised as follows: Where the parties cannot reach agreement on the correct classification of an employee, such parties agree to meet and confer.

The classification structure will be reviewed as to its application in regards to skills required.

### Level 1:

#### (a) Electrical Technician:

- (i) Served an apprenticeship as an electrical fitter/mechanic.
- (ii) Holder of a current and valid Unrestricted Electrical Mechanics Licence.
- (iii) Holder of a current and valid motor vehicle drivers licence.
- (iv) Physically fit and self-directed to work independently in various clients premises.
- (v) Competent in written and oral English language
- (vi) Follow safe and healthy work practices including work instructions issued by either the employer or the client.
- (vii) To support and follow all instructions issued by the Tomlinson Boiler Quality Assurance Manual, certification to ISO9001.
- (viii) Commitment to training for a Intermediate Boiler Certificate (BI)

#### (b) Mechanical Technician:

- (i) Served an apprenticeship as a boilermaker, welder or plumber or can demonstrate mechanical skill as approved by mutual agreement.
- (ii) Holders of current motor vehicle drivers licence.
- (iii) Physically fit and self directed to work independently in various clients premises.
- (iv) Competent in written and oral English language.
- (v) Follow safe and healthy work practices including work instructions issued by either the employer or the client.
- (vi) To support and follow all instructions issued by the Tomlinson Boilers Assurance Manual, certification to ISO9001.
- (vii) Commitment to training for a Intermediate Boiler Certificate (BI)

- (viii) Commitment to training for a Restricted electrical Certificate

**Level 2:**

(a) Electrical Technician

- (i) As per Level 1 but with an additional 12 months work experience as a technician in the Service Department or as approved by mutual agreement.
- (ii) Completed training and obtained Intermediate Boiler Certificate.
- (iii) Competency in the completion of all required paperwork eg field reports, time sheets etc as required by the employer for the smooth and correct operation of the business.
- (iv) To follow safe and healthy work practices including work instructions issued by either the employer or the client.
- (v) To have completed a minimum of 6 large boiler annual inspection services on both water tube and fire tube boilers.
- (vi) To attend planned training courses/service meetings both during and outside of normal working hours.

(b) Mechanical Technician

- (i) As per Level 1 but with an additional 12 months work experience as a technician in the Service Department or as approved by mutual agreement.
- (ii) Completed training and obtained Intermediate Boiler Certificate.
- (iii) Competency in the completion of all required paperwork eg field reports, time sheets etc as requirement for the smooth and proper operation of the business.
- (iv) Follow safe and healthy work practices including work instructions issued by either the employer or the client.
- (v) To attend planned training courses/service meetings both during and outside of normal working hours.
- (vi) to have completed a minimum of 6 complete large boiler annual inspection services on both water tube and fire tube boilers.

**Level 3:**

(a) Electrical Technician:

- (i) As per level 2 but with the following additional skills and experience as recognised by mutual agreement.
- (ii) A skilled and methodical approach to fault finding and problem solving. Assessed by the Service Manager after 6 months.

- (iii) An ability to attend plant breakdowns and solve the fault without the need for any call backs. Assessed by the Service Manager after 6 months.
- (iv) The ability to perform periodic service on boilers, etc as per the requirements of Australian Standard AS2593.
- (v) The attainment of a current and valid Gas Appliance Certificate.
- (vi) Available for the Call out Roster as required.
- (b) *Mechanical Technician:*
  - (i) As per level 2 but with the following additional skills and experience as recognised by mutual agreement.
  - (ii) A skilled methodical approach to fault finding and problem solving. Assessed by the Service Manager after 6 months.
  - (iii) An ability to attend plant breakdowns and solve the fault without the need for any call backs. Assessed by the Service Manager after 6 months.
  - (iv) A demonstrated ability to read, interpret and analyse various Australian Standards, relevant to the correct performance of work.
  - (v) The ability to perform periodic service on boilers, etc as per the requirements of Australian Standard AS2593.
  - (vi) Available for the Call out Roster as required.
  - (vii) The attainment of a current and valid Appliance Certificate.
  - (viii) Completed a Restricted Electrical Certificate.

**Level 4:**

- (a) *Electrical Technician:*
  - (i) As per level 3 but with the following additional skills, experience and qualifications as recognised by mutual agreement.
  - (ii) The ability to use, install, fault find and rectify faults on microprocessor and programmable logic controllers (PLC's). Competency in the use of portable personal computers and to integrate its programs and functions with control hardware and software within plant and equipment.
  - (iii) Skilled at commissioning of steam boilers, hot water boilers, thermal fluid heaters, other ancillary plant, etc to the satisfaction of the relevant approving Authorities and standards.
- (b) *Mechanical Technician:*
  - (i) As per level 3 but with the following additional skills, experience and qualifications as recognised by mutual agreement.

- (ii) Skilled at commissioning of steam boilers, hot water boilers, thermal fluid heaters, other ancillary plant, etc to the satisfaction of the relevant approving Authorities and standards.