**Hydrocarbons Field Geologists Award 2010**

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 19 December 2019 ([PR715187](https://www.fwc.gov.au/documents/awardsandorders/html/pr715187.htm)).

Clause(s) affected by the most recent variation(s):

Schedule D—Part-day Public Holidays

Current review matter(s): [AM2014/47](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201447-annual-leave); [AM2014/190](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014190-transitional); [AM2014/196](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014196-part-time); [AM2014/197](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014197-casual); [AM2014/273](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/award-stage/award-review-documents/MA000064?m=AM2014/273); [AM2014/300](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014300-award); [AM2014/301](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am2014301-public); [AM2015/1](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20151-family-and); [AM2015/2](https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/am20152-family-friendly-work-arrangemen-0); [AM2016/8](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am20168-payment-wages); [AM2016/15](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201615-plain-language); [AM2016/17](https://www.fwc.gov.au/awards-agreements/awards/modern-award-reviews/4-yearly-review/common-issues/am201617-national)

**Table of Contents**

[Varied by [PR991572](http://www.fwc.gov.au/awardsandorders/html/PR991572.htm), [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm), [PR532631](http://www.fwc.gov.au/awardsandorders/html/pr532631.htm), [PR544519](http://www.fwc.gov.au/awardsandorders/html/PR544519.htm), [PR546288](http://www.fwc.gov.au/awardsandorders/html/PR546288.htm), [PR557581](http://www.fwc.gov.au/awardsandorders/html/PR557581.htm), [PR573679](http://www.fwc.gov.au/awardsandorders/html/PR573679.htm), [PR583019](http://www.fwc.gov.au/awardsandorders/html/PR583019.htm), [PR609382](https://www.fwc.gov.au/documents/awardsandorders/html/pr609382.htm), [PR610227](https://www.fwc.gov.au/documents/awardsandorders/html/pr610227.htm), [PR701467](https://www.fwc.gov.au/documents/awardsandorders/html/pr701467.htm)]

[Part 1— Application and Operation 3](#_Toc27576188)

[1. Title 3](#_Toc27576189)

[2. Commencement and transitional 3](#_Toc27576190)

[3. Definitions and interpretation 4](#_Toc27576191)

[4. Coverage 5](#_Toc27576192)

[5. Access to the award and the National Employment Standards 6](#_Toc27576193)

[6. The National Employment Standards and this award 6](#_Toc27576194)

[7. Individual flexibility arrangements 6](#_Toc27576195)

[Part 2— Consultation and Dispute Resolution 8](#_Toc27576196)

[8. Consultation about major workplace change 8](#_Toc27576197)

[8A. Consultation about changes to rosters or hours of work 9](#_Toc27576198)

[9. Dispute resolution 9](#_Toc27576199)

[Part 3— Types of Employment and Termination of Employment 10](#_Toc27576200)

[10. Types of employment 10](#_Toc27576201)

[11. Termination of employment 12](#_Toc27576202)

[12. Redundancy 13](#_Toc27576203)

[Part 4— Minimum Wages and Related Matters 14](#_Toc27576204)

[13. Classifications 14](#_Toc27576205)

[14. Minimum wages 15](#_Toc27576206)

[15. Allowances 16](#_Toc27576207)

[16. District allowances 17](#_Toc27576208)

[17. Accident pay 17](#_Toc27576209)

[18. Payment of wages 17](#_Toc27576210)

[19. Superannuation 18](#_Toc27576211)

[Part 5— Hours of Work and Related Matters 19](#_Toc27576212)

[20. Ordinary hours of work and rostering 19](#_Toc27576213)

[20A. Requests for flexible working arrangements 20](#_Toc27576214)

[Part 6— Leave and Public Holidays 21](#_Toc27576215)

[21. Annual leave 21](#_Toc27576216)

[22. Personal/carer’s leave and compassionate leave 24](#_Toc27576217)

[23. Community service leave 25](#_Toc27576218)

[24. Public holidays 25](#_Toc27576219)

[25. Leave to deal with Family and Domestic Violence 25](#_Toc27576220)

[Schedule A —Transitional Provisions 28](#_Toc27576221)

[Schedule B —Classifications 33](#_Toc27576222)

[Schedule C —National Training Wage 34](#_Toc27576223)

[Schedule D —Part-day Public Holidays 35](#_Toc27576224)

[Schedule E —Agreement to Take Annual Leave in Advance 37](#_Toc27576225)

[Schedule F —Agreement to Cash Out Annual Leave 38](#_Toc27576226)

1. Application and Operation
2. Title

This award is the *Hydrocarbons Field Geologists Award 2010*.

1. Commencement and transitional

[Varied by [PR991572](http://www.fwc.gov.au/awardsandorders/html/PR991572.htm), [PR542184](http://www.fwc.gov.au/awardsandorders/html/PR542184.htm)]

* 1. This award commences on 1 January 2010.
	2. The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.
	3. This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:
* minimum wages and piecework rates
* casual or part-time loadings
* Saturday, Sunday, public holiday, evening or other penalties
* shift allowances/penalties.

[2.4 varied by [PR542184](http://www.fwc.gov.au/awardsandorders/html/PR542184.htm) ppc 04Dec13]

* 1. Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542184](http://www.fwc.gov.au/awardsandorders/html/PR542184.htm) ppc 04Dec13]

* 1. The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542184](http://www.fwc.gov.au/awardsandorders/html/PR542184.htm) ppc 04Dec13]

* 1. The Fair Work Commission may review the transitional arrangements:
		1. on its own initiative; or
		2. on application by an employer, employee, organisation or outworker entity covered by the modern award; or
		3. on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
		4. in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.
1. Definitions and interpretation

[Varied by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm), [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm), [PR503696](http://www.fwc.gov.au/awardsandorders/html/PR503696.htm), [PR546040](http://www.fwc.gov.au/awardsandorders/html/PR546040.htm)]

* 1. In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth)

[Definition of **agreement-based transitional instrument** inserted by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm) from 01Jan10]

**agreement-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth

**award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **default fund employee** inserted by [PR546040](http://www.fwc.gov.au/awardsandorders/html/PR546040.htm) ppc 01Jan14]

**default** **fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546040](http://www.fwc.gov.au/awardsandorders/html/PR546040.htm) ppc 01Jan14]

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **Division 2B State award** inserted by [PR503696](http://www.fwc.gov.au/awardsandorders/html/PR503696.htm) ppc 01Jan11]

**Division 2B State award** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503696](http://www.fwc.gov.au/awardsandorders/html/PR503696.htm) ppc 01Jan11]

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm) from 01Jan10]

**employee** means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR997772](http://www.fwc.gov.au/awardsandorders/html/PR997772.htm) from 01Jan10]

**employer** means national system employer within the meaning of the Act

**enterprise** **award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **exempt public sector superannuation scheme** inserted by [PR546040](http://www.fwc.gov.au/awardsandorders/html/PR546040.htm) ppc 01Jan14]

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

[Definition of **MySuper product** inserted by [PR546040](http://www.fwc.gov.au/awardsandorders/html/PR546040.htm) ppc 01Jan14]

**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**NES** means the National Employment Standards as contained in [sections 59 to 131](http://www.fwc.gov.au/awardmod/download/nes.pdf) of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm) from 01Jan10]

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

**standard rate** means the minimum wage for a Bachelor of Science in Geology set in clause 14.1

[Definition of **transitional minimum wage instrument** inserted by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm) from 01Jan10]

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

* 1. Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
1. Coverage

[Varied by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm)]

[4.1 varied by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm) from 01Jan10]

* 1. This award covers employers of field geologists throughout Australia and in the adjacent areas as defined in the *Petroleum (Submerged Lands) Act 1967* (Cth) and their employees in the classifications listed in Schedule B—Classifications to the exclusion of any other modern award.
	2. The award does not cover an employee excluded from award coverage by the Act.
	3. The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.4 and 4.5 inserted by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm) from 01Jan10]

* 1. The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
	2. This award covers any employer which supplies on-hire employees in classifications set out in Schedule B—Classifications and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.6 by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm) from 01Jan10]

* 1. Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

1. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

1. The National Employment Standards and this award

The [NES](http://www.fwc.gov.au/awardmod/download/nes.pdf) and this award contain the minimum conditions of employment for employees covered by this award.

1. Individual flexibility arrangements

 [Varied by [PR542184](http://www.fwc.gov.au/awardsandorders/html/PR542184.htm); 7—Award flexibility renamed and substituted by [PR610227](https://www.fwc.gov.au/documents/awardsandorders/html/pr610227.htm) ppc 01Nov18]

* 1. Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
		1. arrangements for when work is performed; or
		2. overtime rates; or
		3. penalty rates; or
		4. allowances; or
		5. annual leave loading.
	2. An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
	3. An agreement may only be made after the individual employee has commenced employment with the employer.
	4. An employer who wishes to initiate the making of an agreement must:
		1. give the employee a written proposal; and
		2. if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
	5. An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
	6. An agreement must do all of the following:
		1. state the names of the employer and the employee; and
		2. identify the award term, or award terms, the application of which is to be varied; and
		3. set out how the application of the award term, or each award term, is varied; and
		4. set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
		5. state the date the agreement is to start.
	7. An agreement must be:
		1. in writing; and
		2. signed by the employer and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
	8. Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
	9. The employer must keep the agreement as a time and wages record and give a copy to the employee.
	10. The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
	11. An agreement may be terminated:
		1. at any time, by written agreement between the employer and the employee; or
		2. by the employer or employee giving 13 weeks’ written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](http://www.legislation.gov.au/Series/C2009A00028)).

* 1. An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
	2. The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.
1. Consultation and Dispute Resolution
2. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](http://www.fwc.gov.au/awardsandorders/html/pr546288.htm), 8—Consultation renamed and substituted by [PR610227](https://www.fwc.gov.au/documents/awardsandorders/html/pr610227.htm) ppc 01Nov18]

* 1. If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
		1. give notice of the changes to all employees who may be affected by them and their representatives (if any); and
		2. discuss with affected employees and their representatives (if any):
			1. the introduction of the changes; and
			2. their likely effect on employees; and
			3. measures to avoid or reduce the adverse effects of the changes on employees; and
		3. commence discussions as soon as practicable after a definite decision has been made.
	2. For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
		1. their nature; and
		2. their expected effect on employees; and
		3. any other matters likely to affect employees.
	3. Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.
	4. The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).
	5. In clause 8:

**significant effects**, on employees, includes any of the following:

* + 1. termination of employment; or
		2. major changes in the composition, operation or size of the employer’s workforce or in the skills required; or
		3. loss of, or reduction in, job or promotion opportunities; or
		4. loss of, or reduction in, job tenure; or
		5. alteration of hours of work; or
		6. the need for employees to be retrained or transferred to other work or locations; or
		7. job restructuring.
	1. Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

[8A inserted by [PR610227](https://www.fwc.gov.au/documents/awardsandorders/html/pr610227.htm) ppc 01Nov18]

**8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

**8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).

**8A.3** For the purpose of the consultation, the employer must:

* + 1. provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
		2. invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

**8A.4** The employer must consider any views given under clause 8A.3(b).

**8A.5** Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

1. Dispute resolution

[Varied by [PR542184](http://www.fwc.gov.au/awardsandorders/html/PR542184.htm); substituted by [PR610227](https://www.fwc.gov.au/documents/awardsandorders/html/pr610227.htm) ppc 01Nov18]

* 1. Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf).
	2. The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
	3. If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
	4. If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
	5. The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
	6. If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](http://www.legislation.gov.au/Series/C2009A00028) to use and that it considers appropriate for resolving the dispute.
	7. A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
	8. While procedures are being followed under clause 9 in relation to a dispute:
		1. work must continue in accordance with this award and the [Act](http://www.legislation.gov.au/Series/C2009A00028); and
		2. an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
	9. Clause 9.8 is subject to any applicable work health and safety legislation.
1. Types of Employment and Termination of Employment
2. Types of employment

[Varied by [PR700573](https://www.fwc.gov.au/documents/awardsandorders/html/pr700573.htm)]

* 1. Employment may be full-time, part-time or casual.
	2. A casual employee will be paid a loading of 25% of the annual retainer and daily rig allowance for the classification in clause 14.2 that a full-time employee would receive if that employee was performing the duties.
	3. Casual employees must be provided with a minimum period of three hours employment on each engagement or be paid for a minimum of three hours at the appropriate casual rate.
	4. Notwithstanding anything to the contrary appearing elsewhere in this award, the services of a casual employee may be terminated by one hour’s notice by either party or by payment or forfeiture of one hour’s salary as the case may be.
	5. Unless specifically provided for, a casual employee will not be entitled to any of the allowances provided by this award, other than those prescribed in this clause.

Right to request casual conversion

[10.6 inserted by [PR700573](https://www.fwc.gov.au/documents/awardsandorders/html/pr700573.htm) ppc 01Oct18]

* + 1. A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
		2. A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
		3. A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to full-time employment.
		4. A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months’ casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
		5. Any request under this subclause must be in writing and provided to the employer.
		6. Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
		7. Reasonable grounds for refusal include that:
			1. it would require a significant adjustment to the casual employee’s hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
			2. it is known or reasonably foreseeable that the regular casual employee’s position will cease to exist within the next 12 months;
			3. it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
			4. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee’s hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
		8. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
		9. Where the employer refuses a regular casual employee’s request to convert, the employer must provide the casual employee with the employer’s reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer’s refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
		10. Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
			1. the form of employment to which the employee will convert – that is, full-time or part-time employment; and
			2. if it is agreed that the employee will become a part-time employee, the employee’s hours of work fixed in accordance with clause 20.2.
		11. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
		12. Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
		13. A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
		14. Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
		15. Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
		16. An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee’s first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
		17. A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).
1. Termination of employment

[11 substituted by [PR610227](https://www.fwc.gov.au/documents/awardsandorders/html/pr610227.htm) ppc 01Nov18]

Note: The [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf) sets out requirements for notice of termination by an employer. See ss.117 and 123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Notice of termination by an employee

* + 1. This clause applies to all employees except those identified in ss.123(1) and 123(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
		2. An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

| **Column 1Employee’s period of continuous service with the employer at the end of the day the notice is given** | **Column 2Period of notice** |
| --- | --- |
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

* + 1. In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
		2. If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
		3. If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
		4. Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

* 1. The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.
1. Redundancy

[Varied by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm), [PR503696](http://www.fwc.gov.au/awardsandorders/html/PR503696.htm), [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm); substituted by [PR706973](https://www.fwc.gov.au/documents/awardsandorders/html/pr706973.htm) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](https://www.fwc.gov.au/documents/awardmod/download/nes.pdf). See sections 119–123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Transfer to lower paid duties on redundancy

* + 1. Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
		2. The employer may:
			1. give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) as if it were a notice of termination given by the employer; or
			2. transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
		3. If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

Employee leaving during redundancy notice period

* + 1. An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028).
		2. The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) had they remained in employment until the expiry of the notice.
		3. However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

Job search entitlement

* + 1. Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](http://www.legislation.gov.au/Series/C2009A00028) for the purpose of seeking other employment.
		2. If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
		3. A statutory declaration is sufficient for the purpose of paragraph (b).
		4. An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
		5. This entitlement applies instead of clauses 11.2 and 11.3.
1. Minimum Wages and Related Matters
2. Classifications

All employees covered by this award must be classified according to the structure set out in Schedule B.

1. Minimum wages

[Varied by [PR997964](http://www.fwc.gov.au/awardsandorders/html/PR997964.htm), [PR509095](http://www.fwc.gov.au/awardsandorders/html/PR509095.htm), [PR522926](http://www.fwc.gov.au/awardsandorders/html/PR522926.htm), [PR536729](http://www.fwc.gov.au/awardsandorders/html/PR536729.htm), [PR551652](http://www.fwc.gov.au/awardsandorders/html/PR551652.htm), [PR566740](https://www.fwc.gov.au/awardsandorders/html/PR566740.htm), [PR579834](http://www.fwc.gov.au/awardsandorders/html/PR579834.htm), [PR592162](http://www.fwc.gov.au/awardsandorders/html/pr592162.htm), [PR593847](http://www.fwc.gov.au/awardsandorders/html/pr593847.htm), [PR606389](https://www.fwc.gov.au/documents/awardsandorders/html/pr606389.htm), [PR707476](https://www.fwc.gov.au/documents/awardsandorders/html/pr707476.htm)]

[14.1 varied by [PR997964](http://www.fwc.gov.au/awardsandorders/html/PR997964.htm), [PR509095](http://www.fwc.gov.au/awardsandorders/html/PR509095.htm), [PR522926](http://www.fwc.gov.au/awardsandorders/html/PR522926.htm), [PR536729](http://www.fwc.gov.au/awardsandorders/html/PR536729.htm), [PR551652](http://www.fwc.gov.au/awardsandorders/html/PR551652.htm), [PR566740](https://www.fwc.gov.au/awardsandorders/html/PR566740.htm), [PR579834](http://www.fwc.gov.au/awardsandorders/html/PR579834.htm), [PR592162](http://www.fwc.gov.au/awardsandorders/html/pr592162.htm), [PR606389](https://www.fwc.gov.au/documents/awardsandorders/html/pr606389.htm), [PR707476](https://www.fwc.gov.au/documents/awardsandorders/html/pr707476.htm) ppc 01Jul19]

* 1. The minimum wage for a Bachelor of Science in Geology covered by the classifications described in Schedule B is $51,502 per annum.
	2. Having regard to the hours of work and the locations of the work, the salary structure and minimum estimated earnings are made up as follows:

[14.2 varied by [PR997964](http://www.fwc.gov.au/awardsandorders/html/PR997964.htm), [PR509095](http://www.fwc.gov.au/awardsandorders/html/PR509095.htm), [PR522926](http://www.fwc.gov.au/awardsandorders/html/PR522926.htm), [PR536729](http://www.fwc.gov.au/awardsandorders/html/PR536729.htm), [PR551652](http://www.fwc.gov.au/awardsandorders/html/PR551652.htm), [PR566740](https://www.fwc.gov.au/awardsandorders/html/PR566740.htm), [PR579834](http://www.fwc.gov.au/awardsandorders/html/PR579834.htm), [PR592162](http://www.fwc.gov.au/awardsandorders/html/pr592162.htm), [PR606389](https://www.fwc.gov.au/documents/awardsandorders/html/pr606389.htm), [PR707476](https://www.fwc.gov.au/documents/awardsandorders/html/pr707476.htm) ppc 01Jul19]

| **Classifications** | **Annual retainer** | **Daily rig allowance (per full day worked)** | **Excess attendance allowance** | **Daily attendance allowance (office)** | **Estimated annual earnings (even time)** |
| --- | --- | --- | --- | --- | --- |
|  | $ | $ | $ | $ | $ |
| Trainee | 41,643 | 80.71 | N/A | 47.82 | 54,879 |
| Competent mudlogger | 41,643 | 112.08 | 240.62 | 67.23 | 60,024 |
| Senior mudlogger | 47,901 | 112.08 | 240.62 | 67.23 | 66,282 |
| Data engineer | 53,974 | 121.06 | 277.98 | 73.23 | 73,828 |

* 1. The pay rates in clause 14.2 absorb the minimum pay and include compensation for weekends, public holidays, hours of work and all disability factors including (but not limited to) disabilities associated with living and working in a remote location, rotating shiftwork and handover periods.

National training wage

[14.4 inserted by [PR593847](http://www.fwc.gov.au/awardsandorders/html/pr593847.htm) ppc 01Jul17]

* + 1. Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[14.4(b) varied by [PR606389](https://www.fwc.gov.au/documents/awardsandorders/html/pr606389.htm), [PR707476](https://www.fwc.gov.au/documents/awardsandorders/html/pr707476.htm) ppc 01Jul19]

* + 1. This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Hydrocarbons Field Geologists Award 2010* and not the *Miscellaneous Award 2010.*
1. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](http://www.fwc.gov.au/documents/documents/modern_awards/allowances/MA000064-all.pdf).

[Varied by [PR998077](http://www.fwc.gov.au/awardsandorders/html/PR998077.htm), [PR523047](http://www.fwc.gov.au/awardsandorders/html/PR523047.htm), [PR536850](http://www.fwc.gov.au/awardsandorders/html/PR536850.htm), [[PR551773](http://www.fwc.gov.au/awardsandorders/html/PR551773.htm)](http://www.fwc.gov.au/awardsandorders/html/PR000000.htm), [PR566874](http://www.fwc.gov.au/awardsandorders/html/PR566874.htm), [PR606544](http://www.fwc.gov.au/documents/awardsandorders/html/pr606544.htm), [PR704157](https://www.fwc.gov.au/documents/awardsandorders/html/pr704157.htm), [PR707704](https://www.fwc.gov.au/documents/awardsandorders/html/pr707704.htm)]

Rig-up rig-down allowance

Employees must be paid at 150% of the applicable daily rig allowance in clause 14.2 for each rig-up and rig-down shift worked.

Attendance at courses

Where an employee is required to attend a company sponsored training course conducted during a period when the employee is rostered off, the employee will be paid an allowance of 50% of the applicable daily rig allowance in clause 14.2.

Professional development

* + 1. Where it is agreed between the employer and the employee that further training should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that the employee must not suffer any loss of pay as a result of such an agreement.
		2. Any costs associated with standard fees for prescribed text books (excluding those text books which are available in the employer’s technical library) incurred in connection with the undertaking of training must be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.
		3. Notwithstanding the provisions of this clause:
			1. an employer may grant permission to an employee to attend a conference, seminar, or short-term study course which will assist the employee to keep themselves informed of technological developments of relevance to the business of the employer; and
			2. where the conference, seminar, or short term study course has been approved by the employer and permission has been granted to attend, the employer must meet associated costs and must continue the payment of salary to the employee or make such other arrangements as may be mutually agreed.

Travelling time

[15.4 varied by [PR998077](http://www.fwc.gov.au/awardsandorders/html/PR998077.htm), [PR523047](http://www.fwc.gov.au/awardsandorders/html/PR523047.htm), [PR536850](http://www.fwc.gov.au/awardsandorders/html/PR536850.htm), [[PR551773](http://www.fwc.gov.au/awardsandorders/html/PR551773.htm)](http://www.fwc.gov.au/awardsandorders/html/PR000000.htm), [PR566874](http://www.fwc.gov.au/awardsandorders/html/PR566874.htm), [PR606544](http://www.fwc.gov.au/documents/awardsandorders/html/pr606544.htm), [PR704157](https://www.fwc.gov.au/documents/awardsandorders/html/pr704157.htm), [PR707704](https://www.fwc.gov.au/documents/awardsandorders/html/pr707704.htm) ppc 01Jul19]

An employee will be paid an allowance of $56.68 for each day on which they do not work but are required to travel to or from the rig.

Adjustment of expense related allowances

* + 1. At the time of any adjustment to the [standard rate](#standard_rate), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
		2. The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

|  |  |
| --- | --- |
| **Allowance** | **Applicable Consumer Price Index figure** |
| Travel allowance | Domestic holiday travel and accommodation sub-group |

1. District allowances

[Varied by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm); deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm) ppc 05Mar15]

1. Accident pay

[Varied by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm), [PR503696](http://www.fwc.gov.au/awardsandorders/html/PR503696.htm); deleted by [PR561478](http://www.fwc.gov.au/awardsandorders/html/PR561478.htm) ppc 05Mar15]

1. Payment of wages

[Varied by [PR610092](https://www.fwc.gov.au/documents/awardsandorders/html/pr610092.htm)]

* 1. The employer will pay the employee’s wages, penalties and allowances weekly, fortnightly or monthly by electronic funds transfer into the employee’s bank (or other recognised financial institution) account nominated by the employee.
	2. An employer may deduct from any amount required to be paid to an employee under this clause the amount of any overpayment of wages or allowances.

Payment on termination of employment

[18.3 inserted by [PR610092](https://www.fwc.gov.au/documents/awardsandorders/html/pr610092.htm) ppc 01Nov18]

* + 1. The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
			1. the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
			2. all other amounts that are due to the employee under this award and the [NES](http://www.fwc.gov.au/awardmod/download/nes.pdf).
		2. The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Note 1: Section 117(2) of the [Act](http://www.legislation.gov.au/Series/C2009A00028) provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required minimum period of notice or “has paid” to the employee payment instead of giving notice.

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](http://www.fwc.gov.au/awardmod/download/nes.pdf).

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the [Act](http://www.legislation.gov.au/Series/C2009A00028), may require an employer to pay an employee for accrued long service leave on the day on which the employee’s employment terminates or shortly after.

1. Superannuation

[Varied by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm), [PR546040](http://www.fwc.gov.au/awardsandorders/html/PR546040.htm)]

Superannuation legislation

* + 1. Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
		2. The rights and obligations in these clauses supplement those in superannuation legislation.

Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

Voluntary employee contributions

* + 1. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.
		2. An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.
		3. The employer must pay the amount authorised under clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

Superannuation fund

[19.4 varied by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm); substituted by [PR546040](http://www.fwc.gov.au/awardsandorders/html/PR546040.htm) ppc 01Jan14]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or 19.3(b) to one of the following superannuation funds or its successor:

* + 1. any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
		2. a superannuation fund or scheme which the employee is a defined benefit member of.

Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b):

* + 1. **Paid leave—**while the employee is on any paid leave;
		2. **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
			1. the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
			2. the employee remains employed by the employer.
1. Hours of Work and Related Matters
2. Ordinary hours of work and rostering
	1. For the purpose of the NES, ordinary hours of work under this award for full-time employees are an average of 38 per week.
	2. For the purpose of the NES, ordinary hours of work for a part-time employee will be less than an average of 38 per week.
	3. Employees are engaged to work rotating shifts of 12 hours each on 164 days per year.
	4. The duty roster will be designed to minimise the cost of transfers to and from the rig and, at the same time, to incorporate adequate breaks between tours of duty.
	5. The excess attendance allowance will be paid for each day worked in excess of 82 days in a six month period. This allowance is contained in clause 14—Minimum wages.

20A. Requests for flexible working arrangements

[20A inserted by [PR701467](https://www.fwc.gov.au/documents/awardsandorders/html/pr701467.htm) ppc 01Dec18]

20A.1 Employee may request change in working arrangements

Clause 20A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](http://www.legislation.gov.au/Series/C2009A00028).

Note 1: Section 65 of the [Act](http://www.legislation.gov.au/Series/C2009A00028) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on ‘reasonable business grounds’ (see s.65(5) and (5A)).

Note 3: Clause 20A is an addition to s.65.

20A.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:

* + 1. the needs of the employee arising from their circumstances;
		2. the consequences for the employee if changes in working arrangements are not made; and
		3. any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee’s s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

20A.3 What the written response must include if the employer refuses the request

Clause 20A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 20A.2.

* + 1. The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
		2. If the employer and employee could not agree on a change in working arrangements under clause 20A.2, the written response under s.65(4) must:
			1. state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
			2. if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

20A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 20A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

20A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 20A, can be dealt with under clause 9—Dispute resolution.

1. Leave and Public Holidays
2. Annual leave

[Varied by [PR583019](http://www.fwc.gov.au/awardsandorders/html/PR583019.htm)]

* 1. Annual leave is provided for in the NES.
	2. Instead of the base rate of pay as referred to in s.90(1) of the Act, in respect of annual leave, employees must be paid at a rate equal to 14 days at the annual retainer and 14 days at the annual retainer plus daily rig allowance in clause 14.2. This ratio will also apply with respect to periods of untaken paid annual leave when the employment of an employee ends.

Annual leave in advance

[21.3 inserted by [PR583019](http://www.fwc.gov.au/awardsandorders/html/PR583019.htm) ppc 29Jul16]

* + 1. An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
		2. An agreement must:
			1. state the amount of leave to be taken in advance and the date on which leave is to commence; and
			2. be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.

Note: An example of the type of agreement required by clause 21.3 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

* + 1. The employer must keep a copy of any agreement under clause 21.3 as an employee record.
		2. If, on the termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 21.3, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Cashing out of annual leave

[21.4 inserted by [PR583019](http://www.fwc.gov.au/awardsandorders/html/PR583019.htm) ppc 29Jul16]

* + 1. Paid annual leave must not be cashed out except in accordance with an agreement under clause 21.4.
		2. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 21.4.
		3. An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
		4. An agreement under clause 21.4 must state:
			1. the amount of leave to be cashed out and the payment to be made to the employee for it; and
			2. the date on which the payment is to be made.
		5. An agreement under clause 21.4 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
		6. The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
		7. An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
		8. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
		9. The employer must keep a copy of any agreement under clause 21.4 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 21.4.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.4.

Note 3: An example of the type of agreement required by clause 21.4 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

Excessive leave accruals: general provision

[21.5 inserted by [PR583019](http://www.fwc.gov.au/awardsandorders/html/PR583019.htm) ppc 29Jul16]

Note: Clauses 21.5 to 21.7 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

* + 1. An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks’ paid annual leave.
		2. If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
		3. Clause 21.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
		4. Clause 21.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

Excessive leave accruals: direction by employer that leave be taken

[21.6 inserted by [PR583019](http://www.fwc.gov.au/awardsandorders/html/PR583019.htm) ppc 29Jul16]

* + 1. If an employer has genuinely tried to reach agreement with an employee under clause 21.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
		2. However, a direction by the employer under paragraph (a):
			1. is of no effect if it would result at any time in the employee’s remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.5, 21.6 or 21.7 or otherwise agreed by the employer and employee) are taken into account; and
			2. must not require the employee to take any period of paid annual leave of less than one week; and
			3. must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
			4. must not be inconsistent with any leave arrangement agreed by the employer and employee.
		3. The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
		4. An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 21.6(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

Excessive leave accruals: request by employee for leave

[21.7 inserted by [PR583019](http://www.fwc.gov.au/awardsandorders/html/PR583019.htm); substituted by [PR583019](http://www.fwc.gov.au/awardsandorders/html/PR583019.htm) ppc 29Jul17]

* + 1. If an employee has genuinely tried to reach agreement with an employer under clause 21.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
		2. However, an employee may only give a notice to the employer under paragraph (a) if:
			1. the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
			2. the employee has not been given a direction under clause 21.6(a) that, when any other paid annual leave arrangements (whether made under clause 21.5, 21.6 or 21.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee’s excessive leave accrual.
		3. A notice given by an employee under paragraph (a) must not:
			1. if granted, result in the employee’s remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.5, 21.6 or 21.7 or otherwise agreed by the employer and employee) are taken into account; or
			2. provide for the employee to take any period of paid annual leave of less than one week; or
			3. provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
			4. be inconsistent with any leave arrangement agreed by the employer and employee.
		4. An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks’ paid annual leave in any period of 12 months.
		5. The employer must grant paid annual leave requested by a notice under paragraph (a).
1. Personal/carer’s leave and compassionate leave
	1. Personal/carer’s leave and compassionate leave are provided for in the NES.
	2. An employer may grant reasonable leave with pay for an employee to attend to personal matters on a basis agreed with the employee concerned and such leave will include personal and carer’s leave.
2. Community service leave

Community service leave is provided for in the NES.

1. Public holidays

Public holidays are provided for in the NES.

1. Leave to deal with Family and Domestic Violence

[25 inserted by [PR609382](https://www.fwc.gov.au/documents/awardsandorders/html/pr609382.htm) ppc 01Aug18]

* 1. This clause applies to all employees, including casuals.

Definitions

* + 1. In this clause:

***family and domestic violence*** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

***family member*** means:

* + - 1. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
			2. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
			3. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
		1. A reference to a spouse or de facto partner in the definition of family member in clause 25.2(a) includes a former spouse or de facto partner.

Entitlement to unpaid leave

An employee is entitled to 5 days’ unpaid leave to deal with family and domestic violence, as follows:

* + 1. the leave is available in full at the start of each 12 month period of the employee’s employment; and
		2. the leave does not accumulate from year to year; and
		3. is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days’ unpaid leave to deal with family and domestic violence.

Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

* + 1. is experiencing family and domestic violence; and
		2. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee’s continuity of service.

Notice and evidence requirements

Notice

An employee must give their employer notice of the taking of leave by the employee under clause 25. The notice:

* + - 1. must be given to the employer as soon as practicable (which may be a time after the leave has started); and
			2. must advise the employer of the period, or expected period, of the leave.

Evidence

An employee who has given their employer notice of the taking of leave under clause 25 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 25.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

Confidentiality

* + 1. Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 25.6 is treated confidentially, as far as it is reasonably practicable to do so.
		2. Nothing in clause 25 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

Compliance

An employee is not entitled to take leave under clause 25 unless the employee complies with clause 25.

1. —Transitional Provisions

[Varied by [PR991572](http://www.fwc.gov.au/awardsandorders/html/PR991572.htm), [PR503696](http://www.fwc.gov.au/awardsandorders/html/PR503696.htm)]

General

* + 1. The provisions of this schedule deal with minimum obligations only.
		2. The provisions of this schedule are to be applied:
			1. when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
			2. when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
			3. when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
			4. when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

Minimum wages – existing minimum wage lower

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
			1. was obliged,
			2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
			3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

* + 1. In this clause minimum wage includes:
			1. a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
			2. a piecework rate; and
			3. any applicable industry allowance.
		2. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
		3. The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.
		4. From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

| **First full pay period on or after** |  |
| --- | --- |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. The employer must apply any increase in minimum wages in this award resulting from an annual wage review.
		2. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Minimum wages – existing minimum wage higher

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
			1. was obliged,
			2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
			3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

* + 1. In this clause minimum wage includes:
			1. a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
			2. a piecework rate; and
			3. any applicable industry allowance.
		2. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
		3. The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.
		4. From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.
		2. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

* casual or part-time loading;
* Saturday, Sunday, public holiday, evening or other penalty;
* shift allowance/penalty.

Loadings and penalty rates – existing loading or penalty rate lower

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
			1. was obliged,
			2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
			3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

* + 1. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.
		2. The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.
		3. From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Loadings and penalty rates – existing loading or penalty rate higher

* + 1. The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:
			1. was obliged,
			2. but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
			3. if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

* + 1. Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.
		2. The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.
		3. From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 80% |
| 1 July 2011 | 60% |
| 1 July 2012 | 40% |
| 1 July 2013 | 20% |

* + 1. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Loadings and penalty rates – no existing loading or penalty rate

* + 1. The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.
		2. Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.
		3. From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

|  |  |
| --- | --- |
| **First full pay period on or after** |  |
| 1 July 2010 | 20% |
| 1 July 2011 | 40% |
| 1 July 2012 | 60% |
| 1 July 2013 | 80% |

* + 1. These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

Former Division 2B employers

[A.8 inserted by [PR503696](http://www.fwc.gov.au/awardsandorders/html/PR503696.htm) ppc 01Jan11]

* + 1. This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.
		2. All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
		3. Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
		4. Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
		5. Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
		6. In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.
1. —Classifications

[Varied by [PR991572](http://www.fwc.gov.au/awardsandorders/html/PR991572.htm)]

* 1. A **Trainee mudlogger** is a person who has been awarded the degree of Bachelor of Science in Geology (or in another relevant earth science) who is employed to perform mudlogging/formation evaluation duties for the first time. A Trainee mudlogger is expected to complete formal instruction and on-the-job training for periods totalling 41 full working days before advancement to the level of Competent mudlogger.
	2. A **Competent mudlogger** is a person who has been awarded the degree of Bachelor of Science in Geology (or in another relevant earth science) and who has satisfactorily completed a course including formal instruction and on-the-job training of at least 41 full working days. The Competent mudlogger performs a range of scientific tasks associated with the evaluation of geological formations.
	3. A **Senior mudlogger** is a Competent mudlogger who plans and conducts scientific formation evaluation work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible assignments requiring substantial professional experience.

Progression to this level is based upon:

* + - 1. completion of at least three years service as a Competent mudlogger;
			2. demonstrated competence in specific skills required by the employer; and
			3. satisfactory performance assessments from supervisors.
	1. A **Data engineer** is an experienced Senior mudlogger who plans and supervises the work of Senior or Competent mudloggers, evaluates pore pressure, prepares detailed reports and is engaged on assignments requiring a very high level of professional expertise.
1. —National Training Wage

[Sched C inserted by [PR994543](http://www.fwc.gov.au/awardsandorders/html/PR994543.htm) ppc 01Jan10; varied by [PR991572](http://www.fwc.gov.au/awardsandorders/html/PR991572.htm), [PR997964](http://www.fwc.gov.au/awardsandorders/html/PR997964.htm), [PR509095](http://www.fwc.gov.au/awardsandorders/html/PR509095.htm), [PR522926](http://www.fwc.gov.au/awardsandorders/html/PR522926.htm), [PR536729](http://www.fwc.gov.au/awardsandorders/html/PR536729.htm), [PR545787](http://www.fwc.gov.au/awardsandorders/html/PR545787.htm), [PR551652](http://www.fwc.gov.au/awardsandorders/html/PR551652.htm), [PR566740](https://www.fwc.gov.au/awardsandorders/html/PR566740.htm), [PR579834](http://www.fwc.gov.au/awardsandorders/html/PR579834.htm); deleted by [PR593847](http://www.fwc.gov.au/awardsandorders/html/pr593847.htm) ppc 01Jul17]

1. —Part-day Public Holidays

[Sched D inserted by [PR532631](http://www.fwc.gov.au/awardsandorders/html/pr532631.htm) ppc 23Nov12; renamed and varied by [PR544519](http://www.fwc.gov.au/awardsandorders/html/pr544519.htm) ppc 21Nov13; renamed and varied by [PR557581](http://www.fwc.gov.au/awardsandorders/html/PR557581.htm), [PR573679](http://www.fwc.gov.au/awardsandorders/html/PR573679.htm), [PR580863](http://www.fwc.gov.au/awardsandorders/html/PR580863.htm), [PR598110](http://www.fwc.gov.au/documents/awardsandorders/html/pr598110.htm), [PR701683](http://www.fwc.gov.au/documents/awardsandorders/html/pr701683.htm) ppc 21Nov18; varied by [PR715187](https://www.fwc.gov.au/documents/awardsandorders/html/pr715187.htm)]

This schedule operates in conjunction with award provisions dealing with public holidays.

[D.1 varied by [PR715187](https://www.fwc.gov.au/documents/awardsandorders/html/pr715187.htm) ppc 18Nov19]

* 1. Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
		+ 1. All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

[D.1(b) varied by [PR715187](https://www.fwc.gov.au/documents/awardsandorders/html/pr715187.htm) ppc 18Nov19]

* + - 1. Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

[D.1(c) substituted by [PR715187](https://www.fwc.gov.au/documents/awardsandorders/html/pr715187.htm) ppc 18Nov19]

* + - 1. Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

[D.1(d) varied by [PR715187](https://www.fwc.gov.au/documents/awardsandorders/html/pr715187.htm) ppc 18Nov19]

* + - 1. Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

[D.1(e) varied by [PR715187](https://www.fwc.gov.au/documents/awardsandorders/html/pr715187.htm) ppc 18Nov19]

* + - 1. Excluding annualised salaried employees to whom clause D.1(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

[D.1(f) varied by [PR715187](https://www.fwc.gov.au/documents/awardsandorders/html/pr715187.htm) ppc 18Nov19]

* + - 1. Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.

[D.1(g) varied by [PR715187](https://www.fwc.gov.au/documents/awardsandorders/html/pr715187.htm) ppc 18Nov19]

* + - 1. An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause D.1(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.
			2. Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

This schedule is not intended to detract from or supplement the NES.

1. —Agreement to Take Annual Leave in Advance

[Sched E inserted by [PR583019](http://www.fwc.gov.au/awardsandorders/html/PR583019.htm) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](http://www.fwc.gov.au/documents/documents/modern_awards/leave-in-advance-agreement.pdf).

Name of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_/\_\_\_/20\_\_\_

Signature of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

|  |
| --- |
| *[If the employee is under 18 years of age - include:]***I agree that:****if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**Name of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date signed: \_\_\_/\_\_\_/20\_\_\_ |

1. —Agreement to Cash Out Annual Leave

[Sched F inserted by [PR583019](http://www.fwc.gov.au/awardsandorders/html/PR583019.htm) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](http://www.fwc.gov.au/documents/documents/modern_awards/cash-out-agreement.pdf).

Name of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_ hours/days

The payment to be made to the employee for the leave is: $\_\_\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_/\_\_\_/20\_\_\_

Signature of employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of employer representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

|  |
| --- |
| *Include if the employee is under 18 years of age:*Name of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date signed: \_\_\_/\_\_\_/20\_\_\_ |