

The Exposure Draft was first published on 23 May 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
5 January 2017	Incorporate changes resulting from PR580863	Schedule D
	Incorporate changes resulting from PR583019	14, Schedule E, Schedule F
	Incorporate changes resulting from [2016] FWCFB 3500 , PR579834	11, Schedule A
	Exposure Draft	
26 March 2018	Incorporate change resulting from PR583019	14.7(a)
	Incorporate changes resulting from [2017] FWCFB 3500 , PR592162	11, 12, Schedule A, Schedule A
	Incorporates changes resulting from [2017] FWCFB 3433 , PR593847	1.2, 11.5, 14, 21.6, Schedule C
	Incorporate changes resulting from PR598110	Schedule D
	Incorporates change resulting from [2018] FWCFB 1548	
Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.		

EXPOSURE DRAFT

Hydrocarbons Field Geologists Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Hydrocarbons Field Geologists Award 2010** (the Hydrocarbons geologists award) as at 23 May 2016. This exposure draft does not seek to amend any entitlements under the Hydrocarbons geologists award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/273](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

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DRAFT

Part 1—Application and Operation of this Award

1. Title and commencement

1.1 This award is the *Hydrocarbons Field Geologists Award 2016*.

Clause 1.2 amended in accordance with [\[2017\] FWCFB 3433](#) at [328].

1.2 ~~This modern award, as varied, commenced operation on 1 January 2010. This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.~~

1.3 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. Definitions

In this award, unless the contrary intention appears:

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

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

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

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

References to Fair Work Act changed to 'Act'. See [\[2017\] FWCFB 3433](#) at [350].

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the ~~*Fair Work Act 2009*~~ *Act*

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 11.1

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 3.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

- 4.1 This occupational 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 clause 9—Classifications to the exclusion of any other modern award.
- 4.2 This award covers any employer which supplies on-hire employees in classifications set out in clause 9—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.
- 4.3 The award does not cover:
- (a) an employee excluded from award coverage by the Act;
 - (b) 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; or
 - (c) 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.
- 4.4 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.

5. Effects of variations made by the Fair Work Commission

A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

6. Award flexibility for individual arrangements

- 6.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 6.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 6.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
 - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 6.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 6.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the

employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

6.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

6.9 The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks' notice of termination.

6.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Types of Employment and Classifications

7. Types of employment

Part-time employment provisions may be affected by [AM2014/196](#)

Employment may be full-time, part-time or casual.

8. Casual employment

Casual employment provisions may be affected by [AM2014/197](#)

8.1 A casual employee will be paid a loading of **25%** of the annual retainer and daily rig allowance for the classification in clause 11.2 that a full-time employee would receive if that employee was performing the duties.

8.2 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.

8.3 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.

8.4 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.

9. Classifications

All employees covered by this award must be classified according to the following structure:

- 9.1** 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.
- 9.2** 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.
- 9.3** 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:
- (a) completion of at least three years service as a Competent mudlogger;
 - (b) demonstrated competence in specific skills required by the employer; and
 - (c) satisfactory performance assessments from supervisors.
- 9.4** 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.

Part 3—Hours of Work

10. Ordinary hours of work and rostering

- 10.1** For the purpose of the NES, ordinary hours of work under this award for full-time employees are an average of 38 per week.
- 10.2** 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.
- 10.3** Employees are engaged to work rotating shifts of 12 hours each on 164 days per year.
- 10.4** 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.
- 10.5** 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 11—Minimum wages.

Part 4—Wages and Allowances

11. Minimum wages

Monetary amounts have been adjusted as a result of AWR 2017

- 11.1** The minimum wage for a Bachelor of Science in Geology covered by the classifications described in clause 9 is **\$48,311.00** per annum.
- 11.2** 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:

Classification	Annual retainer	Daily rig allowance (per full day worked)	Excess attendance allowance	Daily attendance allowance (office)	Estimated annual earnings (even time)
	\$	\$	\$	\$	\$
Trainee	39,063.00	75.71	N/A	44.86	51,479
Competent mudlogger	39,063.00	105.14	225.71	63.06	56,306
Senior mudlogger	44,933.00	105.14	225.71	63.06	62,176
Data engineer	50,630.00	113.56	260.75	68.70	69,254

See Schedule A for a summary of hourly rates of pay for casual employees.

~~Parties are asked whether the basis of the payments in clause 11.2 should be clarified. This would assist when wages are adjusted by a flat dollar per week amount.~~

- 11.3** The pay rates in clause 11.2 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.

11.4 Payment of wages

- (a) 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.
- (b) An employer may deduct the amount of any overpayment of wages or allowances from any amount required to be paid to an employee under this clause.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

11.5 National training wage

Clause 11.5 substituted per [PR593847](#)

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2017. 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*.

~~For employees undertaking a traineeship, see Schedule C – National Training Wage.~~

12. Allowances

Monetary amounts adjusted as a result of AWR 2017

12.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule A for a summary of monetary allowances and method of adjustment.

12.2 Rig-up rig-down allowance

Employees must be paid at **150%** of the applicable daily rig allowance in clause 11.2 for each rig-up and rig-down shift worked.

Would it be useful to define the terms ‘rig-up’ and ‘rig-down’ shift?

12.3 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 11.2.

12.4 Professional development

- (a) 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.
- (b) 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.
- (c) Notwithstanding the provisions of this clause:
 - (i) 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

- (ii) 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.

12.5 Travelling time

An employee will be paid an allowance of **\$53.87** for each day on which they do not work but are required to travel to or from the rig.

See Schedule A for a summary of monetary allowances.

13. Superannuation

13.1 Superannuation legislation

- (a) 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.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

13.2 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.

13.3 Voluntary employee contributions

- (a) 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 13.2.
- (b) 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.
- (c) The employer must pay the amount authorised under clauses 13.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 13.3(a) or (b) was made.

13.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 13.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 13.2 and pay the amount authorised under clauses 13.3(a) or 13.3(b) to one of the following superannuation funds or its successor:

- (a) 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 superannuation scheme; or
- (b) a superannuation fund or scheme which the employee is a defined benefit member of.

13.5 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 13.2 and pay the amount authorised under clauses 13.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **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:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Leave and Public Holidays

14. Annual leave

14 amended in accordance with [PR582997](#). (14.3-14.7 inserted); 14 amended in accordance with [PR583019](#). (14.7(a) deleted)

14.1 Annual leave is provided for in the NES.

14.2 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 11.2. This ratio will also apply with respect to periods of untaken paid annual leave when the employment of an employee ends.

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

14.3 Annual leave in advance

- (a) 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.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) 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 14.3 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

- (c) The employer must keep a copy of any agreement under clause 14.3 as an employee record.
- (d) 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 14.3, 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.

14.4 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 14.4.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 14.4.
- (c) 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.
- (d) An agreement under clause 14.4 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 14.4 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.
- (f) 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.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 14.4 as an employee record.

Note 1: Under section 344 of the Fair Work Act Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 14.4.

Note 2: Under section 345(1) of the Fair Work Act Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 14.4.

Note 3: An example of the type of agreement required by clause 14.4 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

14.5 Excessive leave accruals: general provision

Note: Clauses 14.5 to 14.7 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 Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) 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.
- (c) Clause 14.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 14.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

14.6 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 14.5(a) 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.
- (b) However, a direction by the employer under paragraph (a):
 - (i) 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 14.5, 14.6 or 14.7 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and

- (iii) 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
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) 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 14.6(b)(i).

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

14.7 Excessive leave accruals: request by employee for leave

~~(a) Clause 14.7 comes into operation from 29 July 2017.~~

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 14.5(a) 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.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 14.6(a) that, when any other paid annual leave arrangements (whether made under clause 14.5, 14.6 or 14.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
- (i) 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 14.5, 14.6 or 14.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) 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
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.

- (d) 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.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

15. Personal/carer's leave and compassionate leave

15.1 Personal/carer's leave and compassionate leave are provided for in the NES.

15.2 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.

16. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

17. Public holidays

17.1 Public holiday entitlements are provided for in the NES.

17.2 Part-day public holidays

For provisions in relation to part-day public holidays, Schedule D—2017 Part-day Public Holidays.

18. Community service leave

Community service leave is provided for in the NES.

Part 6—Consultation and Dispute Resolution

19. Consultation about major workplace change

19.1 Consultation regarding major workplace change

(a) Employers to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations;

and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employers to discuss change

- (i)** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 19.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii)** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 19.1(a).
- (iii)** For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, 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 no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

20. Consultation about changes to rosters or hours of work

20.1 Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

20.2 The employer must:

- (a)** provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (b)** invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c)** give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

20.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

20.4 These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

21. Dispute resolution

- 21.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 21.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 21.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 21.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 21.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 21.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

References to 'occupational health and safety' change to 'work health and safety'. See [\[2017\] FWCFB 3433](#) at [382].

- 21.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable ~~occupational work~~ health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 7—Termination of Employment and Redundancy

22. Termination of employment

- 22.1** Notice of termination is provided for in the NES.

22.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

23. Redundancy

Redundancy pay is provided for in the NES.

24. Transfer to lower paid job on redundancy

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

25. Employee leaving during redundancy notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

26. Job search entitlement

26.1 Job search entitlement for notice of termination of employment

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

26.2 Job search entitlement—redundancy

(a) Time off for seeking other employment

An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) Proof of attendance

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

Schedule A—Summary of Hourly Rates of Pay—Casual Employees

Monetary amounts have been adjusted as a result of AWR 2017

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

	Minimum hourly rate	Daily rig allowance	Hourly rig allowance¹	Casual hourly rate²
	\$ per hour	\$ per day	\$ per hour	\$ per hour
Trainee mudlogger	19.71	75.71	6.31	32.53
Trainee mudlogger (has a bachelor of science in geology)	24.37	105.14	8.76	41.41
Competent mudlogger	19.71	105.14	8.76	35.59
Competent mudlogger (has a bachelor of science in geology)	24.37	105.14	8.76	41.41
Senior mudlogger	22.67	105.14	8.76	39.29
Senior mudlogger (has a bachelor of science in geology)	24.37	105.14	8.76	41.41
Data engineer	25.54	113.56	9.46	43.75

¹The **hourly rig allowance** was obtained by dividing the daily rig allowance by 12 as per clause 10.3

²The **casual hourly rate** was obtained by adding the hourly rig allowance to the minimum hourly rate and applying the casual loading the resulting figure

A summary of hourly rates of pay for full-time and part-time employees has not been included. If parties think it would be helpful, one can be prepared.

Schedule B—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2017

See clause 12 for full details of allowances payable under this award.

B.1 Wage related allowances

~~Parties are asked to confirm that the Daily rig and attendance allowances are adjusted in line with changes to the standard rate.~~

Wage related allowances are contained in clause 11.2.

B.2 Other allowances

Allowance	Clause	\$
Rig up and down allowance	12.2	150% of the applicable daily rig allowance in clause 11.2 for each shift
Attendance at courses	12.3	50% of the applicable daily rig allowance in clause 11.2

B.3 Expense related allowances

B.3.1 The following expense related allowances will be payable to employees in accordance with clause 12.5:

Allowance	Clause	\$
Travelling time allowance	12.5	53.87 per day

B.3.2 Adjustment of expense related allowances

(a) At the time of any adjustment to the [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.

(b) 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

Schedule C—National Training Wage

Schedule deleted in accordance with [PR593847](#)

DRAFT

Schedule D—2017 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

Schedule D amended in accordance with [PR598110](#).

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

- D.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2017) or New Year's Eve (31 December 2017) 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:
- (a) 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.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight 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.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, 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.
 - (e) Excluding annualised salaried employees to whom clause D.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) 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 between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, 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.

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- (h)** 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.

This schedule is an interim provision and subject to further review.

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Schedule E—Agreement to Take Annual Leave in Advance

Schedule E—Agreement to Take Annual Leave in Advance inserted in accordance with [PR582997](#)

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

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____

Schedule F—Agreement to Cash Out Annual Leave

Schedule F—Agreement to Cash Out Annual Leave inserted in accordance with [PR582997](#)

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

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____