

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

Publication date	Reason for amendments	Clauses affected
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	Incorporates changes resulting from [2018] FWCFCB 3500 , PR606389 , PR606544	12, 14, Schedule A, Schedule B
	Incorporates changes resulting from [2018] FWCFCB 3936 , PR609382	18A
	Incorporates changes resulting from [2018] FWCFCB 4695 , PR700573	9.5
	Incorporates changes resulting from [2018] FWCFCB 4704 , PR610227	5, 22, 23, 24, 25
	Incorporates changes resulting from [2018] FWCFCB 4735 , PR610092	13
	Incorporates changes resulting from PR701683	Schedule E
	Incorporates changes resulting from [2018] FWCFCB 6863 , PR701467	6
	Typographical errors corrected by AMOD	Schedule A
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14 October 2019	Incorporating changes resulting from [2015] FWCFCB 4658 at [57]	14
	Incorporating changes resulting from [2019] FWCFCB 1333 at [35]	1.3 (deleted)
	Incorporating changes resulting from [2019] FWCFCB 2548 , PR706972	26
	Incorporating changes resulting from [2019] FWCFCB 3500 , PR707476 , PR707704	12, 14, Schedule A, Schedule B
	Incorporating changes resulting from [2019] FWCFCB 5144	20
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	Administrative changes made by Modern Awards team	12.2

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

Publication date	Reason for amendments	Clauses affected
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 13, 23

EXPOSURE DRAFT

Hydrocarbons Field Geologists Award 20XX

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 and incorporates updates up to 20 June 2019. This exposure draft does not seek to amend any entitlements under the Hydrocarbons geologists award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 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. Some transitional provisions have not been deleted as a result of decisions made during the review.

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

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Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.3 inserted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6]. Previous clause 1.3 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

1.1 This award is the *Hydrocarbons Field Geologists Award 20XX*.

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

~~1.3 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.~~

~~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)

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the [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 12.1

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 10—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 10—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~~ Clause 4.4 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.

~~Effects of variations made by the Fair Work Commission~~

Clause 5 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6].

~~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.~~

5. Individual flexibility arrangements

- 5.1** 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:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) 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.
- 5.5** 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.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) 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
 - (e) state the date the agreement is to start.

- 5.7 An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- 5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11 An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) 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 section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13 The right to make an agreement under clause 5 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.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

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

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 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:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

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

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

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 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.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) 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
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 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 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 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 6, can be dealt with under clause 24—Dispute resolution.

7. Facilitative provisions

7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned.

7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
16.3	Annual leave in advance	an individual employee
16.4	Cashing out of annual leave	an individual employee

Part 2—Types of Employment and Classifications

8. Types of employment

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

9. Casual employees

9.1 A casual employee will be paid a loading of 25% of the annual retainer and daily rig allowance for the classification in clause 12.2 that a full-time employee would receive if that employee was performing the duties.

9.2 Casual employees must be provided with a minimum period of ~~three~~ 3 hours' employment on each engagement or be paid for a minimum of ~~three~~ 3 hours at the appropriate casual rate.

9.3 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.

9.4 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.

9.5 Right to request casual conversion

(a) 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.

(b) 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.

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- (c) 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.
- (d) 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.
- (e) Any request under ~~this subclause~~ clause 9.5 must be in writing and provided to the employer.
- (f) 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.
- (g) Reasonable grounds for refusal include that:
 - (i) 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) clause~~ 9.5(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) 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
 - (iv) 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.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) 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.
- (j) 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 24—Dispute resolution. 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.
- (k) 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~~ 9.5, the employer and employee must discuss and record in writing:

- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the employee's hours of work fixed in accordance with clause 11.2.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
 - (m) 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.
 - (n) 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 9.5.
 - (o) Nothing in ~~this~~ clause 9.5 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.
 - (p) Nothing in ~~this~~ clause 9.5 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
 - (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ clause 9.5 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~~ clause 9.5 by 1 January 2019.
 - (r) 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)~~ clause 9.5(q).

10. Classifications

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

- 10.1 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.
- 10.2 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.

- 10.3** 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~~ 3 years' service as a Competent mudlogger;
- (b) demonstrated competence in specific skills required by the employer; and
- (c) satisfactory performance assessments from supervisors.

- 10.4** 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

11. Ordinary hours of work and rostering

- 11.1** For the purpose of the [NES](#), ordinary hours of work under this award for full-time employees are an average of 38 per week.
- 11.2** 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.
- 11.3** Employees are engaged to work rotating shifts of 12 hours each on 164 days per year.
- 11.4** 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.
- 11.5** The excess attendance allowance will be paid for each day worked in excess of 82 days in a ~~six~~ 6 month period. This allowance is contained in clause 12—Minimum rates.

Part 4—Wages and Allowances

12. Minimum rates

Monetary amounts have been adjusted as a result of AWR 2019 – changes not tracked.

- 12.1** The minimum wage for a Bachelor of Science in Geology covered by the classifications described in clause 10—Classifications is **\$51,502** per annum.
- 12.2** 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:

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Administrative changes made to classifications within the minimum rates table to ensure consistency with Schedule A—Summary of Hourly Rates of Pay—Casual Employees.

Classification	Annual retainer	Daily rig allowance (per full day worked)	Excess attendance allowance	Daily attendance allowance (office)	Estimated annual earnings (even time)
	\$	\$	\$	\$	\$
Trainee mudlogger	41,643	80.71	N/A	47.82	54,879
<u>Trainee mudlogger (has a bachelor of science in geology)</u>	<u>51,502</u>	<u>80.71</u>	<u>N/A</u>	<u>47.82</u>	<u>64,738</u>
Competent mudlogger	41,643	112.08	240.62	67.23	60,024
<u>Competent mudlogger (has a bachelor of science in geology)</u>	<u>51,502</u>	<u>112.08</u>	<u>240.62</u>	<u>67.23</u>	<u>69,883</u>
Senior mudlogger	47,901	112.08	240.62	67.23	66,282
<u>Senior mudlogger (has a bachelor of science in geology)</u>	<u>51,502</u>	<u>112.08</u>	<u>240.62</u>	<u>67.23</u>	<u>71,356</u>
Data engineer	53,974	121.06	277.98	73.23	73,828

See Schedule A—Summary of Hourly Rates of Pay—Casual Employees for a summary of hourly rates of pay for casual employees.

12.3 The pay rates in clause 12.2 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.

12.4 National training wage

- (a) Schedule E to the *Miscellaneous Award 20+0XX* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20+0XX* as at ~~1 July 2018~~ 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20+0XX* is to be read as

referring to the *Hydrocarbons Field Geologists Award 20XX* and not the *Miscellaneous Award 20XX*.

13. Payment of wages

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.

13.1 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.

13.2 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~~ 13.

13.3 Payment on termination of employment

(a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:

(i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other amounts that are due to the employee under this award and the [NES](#).

(b) The requirement to pay wages and other amounts under ~~paragraph (a) clause 13.3(a)~~ is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) 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) Clause 13.3(b)~~ allows the Commission to make an order delaying the requirement to make a payment under ~~this clause~~ 13.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), 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.

14. Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

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.

14.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this~~-clause_14. See Schedule A—Summary of Hourly Rates of Pay—Casual Employees for a summary of monetary allowances and method of adjustment.

14.2 Rig-up rig-down allowance

Employees must be paid at **150%** of the applicable daily rig allowance in clause 12.2 for each rig-up and rig-down shift worked.

14.3 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 12.2.

14.4 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_14.4:
 - (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.

14.5 Travelling time

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.

See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances.

15. Superannuation

15.1 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.

15.2 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.

15.3 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 15.2.
- (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 15.3(a) or 15.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 15.3(a) or 15.3(b) was made.

15.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 15.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 15.2 and pay the amount

authorised under clauses 15.3(a) or 15.3(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.

15.5 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 15.2 and pay the amount authorised under clauses 15.3(a) or 15.3(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

16. Annual leave

16.1 Annual leave is provided for in the [NES](#).

16.2 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 12.2. 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 over-award 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 sections 16 and 90 of the [Act](#)).

16.3 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 16.3 is set out at Schedule C—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule C—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 16.3 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 16.3, 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.

16.4 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 16.4.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 16.4.
- (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 16.4 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 16.4 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 16.4 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 16.4.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 16.4.

NOTE 3: An example of the type of agreement required by clause 16.4 is set out at Schedule D—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule D—Agreement to Cash Out Annual Leave.

16.5 Excessive leave accruals: general provision

NOTE: Clauses 16.5 to 16.7 contain provisions, additional to the [NES](#), 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 [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 16.6 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 16.7 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

16.6 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 16.5(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.
- (b) However, a direction by the employer under ~~paragraph (a) clause~~ 16.6(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 16.5, 16.6 or 16.7 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) clause~~ 16.6(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph (a) clause~~ 16.6(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) clause~~ 16.6(d) may result in the direction ceasing to have effect. See clause 16.6(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

16.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 16.5(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) clause~~ 16.7(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 16.6(a) that, when any other paid annual leave arrangements (whether made under clause 16.5, 16.6 or 16.7 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) clause~~ 16.7(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 16.5, 16.6 or 16.7 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) clause~~ 16.7(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) clause~~ 16.7(a).

17. Personal/carer's leave and compassionate leave

- 17.1 Personal/carer's leave and compassionate leave are provided for in the [NES](#).
- 17.2 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.

18. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

19. Community service leave

Community service leave is provided for in the [NES](#).

20. Unpaid family and domestic violence leave

Clause 20 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: 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.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

21. Public holidays

- 21.1 Public holiday entitlements are provided for in the [NES](#).

21.2 Part-day public holidays

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

Part 6—Consultation and Dispute Resolution

22. Consultation about major workplace change

22.1 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:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

22.2 For the purposes of the discussion under clause 22.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

22.3 Clause 22.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

22.4 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 22.1(b).

22.5 In clause 22 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

22.6 Where this award makes provision for alteration of any of the matters defined at clause 22.5, such alteration is taken not to have significant effect.

23. Consultation about changes to rosters or hours of work

23.1 Clause 23 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.

23.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

23.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 23.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) 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.

23.4 The employer must consider any views given under clause 23.3(b).

23.5 Clause 23 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

24. Dispute resolution

24.1 Clause 24 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

24.2 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.

24.3 If the dispute is not resolved through discussion as mentioned in clause 24.2, 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.

24.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 24.2 and 24.3, a party to the dispute may refer it to the Fair Work Commission.

24.5 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.

- 24.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 24.7** 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 24.
- 24.8** While procedures are being followed under clause 24 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) 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.
- 24.9** Clause 24.8 is subject to any applicable work health and safety legislation.

Part 7—Termination of Employment and Redundancy

25. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

25.1 Notice of termination by an employee

- (a) Clause 25.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) 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 1	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	Period 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.

- (c) In ~~paragraph (b)-clause~~ 25.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).

- (d) If an employee who is at least 18 years old does not give the period of notice required under ~~paragraph (b) clause~~ 25.1(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.
- (e) If the employer has agreed to a shorter period of notice than that required under ~~paragraph (b) clause~~ 25.1(b), then no deduction can be made under ~~paragraph (d) clause~~ 25.1(d).
- (f) Any deduction made under ~~paragraph (d) clause~~ 25.1(d) must not be unreasonable in the circumstances.

25.2 Job search entitlement

- (a) 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.
- (b) The time off under clause 25.2 is to be taken at times that are convenient to the employee after consultation with the employer.

26. Redundancy

Clause 26 substituted in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706972](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

26.1 Transfer to lower paid duties on redundancy

- (a) Clause 26.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) 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 as if it were a notice of termination given by the employer; or
 - (ii) 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 clause 26.1(c).
- (c) If the employer acts as mentioned in clause 26.1(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 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 and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

26.2 Employee leaving during redundancy notice period

- (a) 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.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 26 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) 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.

26.3 Job search entitlement

- (a) 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 for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 26.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 26.3(b).
- (d) An employee who fails to produce proof when required under clause 26.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 25.2.

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

Monetary amounts have been adjusted as a result of AWR 2019 – changes not tracked.

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

	Minimum hourly rate	Daily rig allowance	Hourly rig allowance ¹	Casual hourly rate ²
	\$ per hour	\$ per day	\$ per hour	\$ per hour
Trainee mudlogger	21.01	80.71	6.73	34.68
Trainee mudlogger (has a bachelor of science in geology)	25.98	80.71	6.73	40.89
Competent mudlogger	21.01	112.08	9.34	37.93
Competent mudlogger (has a bachelor of science in geology)	25.98	112.08	9.34	44.15
Senior mudlogger	24.16	112.08	9.34	41.88
Senior mudlogger (has a bachelor of science in geology)	25.98	112.08	9.34	44.15
Data engineer	27.23	121.06	10.09	46.65

Commented [FWC1]: ((Annual retainer in cl 12.2. x 6) ÷ 313) ÷ 38.

Commented [FWC2]: Daily rig allowance in cl 12.2 ÷ 12 per clause 11.3.

Commented [FWC3]: Minimum hourly rate in cl 12.2. + hourly rig allowance in cl 12.2.) + 25% casual loading in cl 9.1.

¹The **hourly rig allowance** was obtained by dividing the daily rig allowance by 12 as per clause 11.3.

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

Schedule B—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

See clause 14—Allowances for full details of allowances payable under this award.

B.1 Wage-related allowances

Wage-related allowances are contained in clause 12.2.

B.2 Other allowances

Allowance	Clause	\$
Rig up and down allowance	14.2	150% of the applicable daily rig allowance in clause 12.2 for each shift
Attendance at courses	14.3	50% of the applicable daily rig allowance in clause 12.2

B.3 Expense-related allowances

B.3.1 The following expense-related allowances will be payable to employees in accordance with clause 14.5:

Allowance	Clause	\$	Payable
Travelling time allowance	14.5	56.68	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—Agreement to Take Annual Leave in Advance

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 D—Agreement to Cash Out Annual Leave

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____

Schedule E—Part-day Public Holidays

- E.1** This schedule operates in conjunction with award provisions dealing with public holidays.
- E.2** Where a part-day public holiday is declared or prescribed between 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:
- (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 E.2(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 E.2(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.
 - (h)** Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.
- E.3** This schedule is not intended to detract from or supplement the [NES](#).