

MODERN AWARD GUIDE

derived from the

Higher Education Industry - Academic Staff - Award 2010 [MA000006]

Effective from 01 July 2012.

Published 09 May 2013 

This guide was developed by the Fair Work Ombudsman and is derived from the above modern award which commenced operating on 01 January 2010.

The wage rates in this guide apply from 01 January 2010.

Who should use the guide?

This guide is a helpful tool for all employees and employers who are covered by the above modern award to identify their wages and conditions.

The guide contains information about:

- who the award covers
- wage rates, including rates for casual employees, junior employees, trainees and apprentices if these employees are covered by the modern award
- penalties for working at particular times or under particular arrangements, including what hourly rate
- allowances and other conditions of employment.

What if an agreement applies to covered employees?

All employees covered by the modern award must not be paid less than the minimum wage rates contained in this guide. The terms of an agreement or modern award cannot exclude the terms of the National Employment Standards (the NES).

It is important to note that any other entitlements and conditions in this guide will not apply to employees covered by an agreement-based instrument (detailed below).

Employees and employers should refer to their agreement-based instrument for their employment conditions and entitlements.

Enquiries should be referred to the Fair Work Infoline on **13 13 94**.



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Coverage

This industry award covers employers throughout Australia in the higher education industry and their academic staff in the classifications listed in this award to the exclusion of any other modern award.

Higher education industry means educational institutions providing undergraduate and postgraduate teaching leading to the conferring of accredited degrees and performing research to support and inform the curriculum.

The award does not cover an employee excluded from award coverage by the Fair Work Act 2009.

The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

This award covers any employer which supplies labour on an on-hire basis in the higher education industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry.

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.

Wages

Adult

Full & Part Time

Classification	Basic Hourly Rate
Level A	
1	\$21.96
2	\$22.84
3	\$23.72
4	\$24.54
5	\$25.20
6	\$25.92
7	\$26.63
8	\$27.35
Level B	
1	\$28.45
2	\$29.27

Classification	Basic Hourly Rate
3	\$30.10
4	\$30.92
5	\$31.75
6	\$32.57
Level C	
1	\$33.40
2	\$34.22
3	\$35.05
4	\$35.87
5	\$36.70
6	\$37.52
Level D	
1	\$38.90
2	\$40.00
3	\$41.10
4	\$42.20
Level E	\$48.25

Any level A academic required to carry out full subject coordination duties as part of his or her normal duties, or who upon appointment holds or during appointment gains a relevant doctoral qualification, will be paid a salary no lower than Level A pay point 6.

Casual

Classification	Basic Hourly Rate
Lecturing	
Basic lecture (1 hour of delivery and 2 hours of associated working time)	\$109.77 (25.00%)
Developed lecture (1 hour of delivery and 3 hours associated working time)	\$146.36 (25.00%)
Specialised lecture (1 hour of delivery and 4 hours associated work time)	\$182.96 (25.00%)
Repeat lecture (1 hour of delivery and 1 hour associated working time)	\$73.18 (25.00%)
Tutoring	
Tutorial (1 hour of delivery and 2 hours associated working time)	\$85.64 (25.00%)
Repeat tutorial (1 hour of delivery and 1 hour associated working time)	\$57.09 (25.00%)
Tutorial (1 hour of delivery and 2 hours associated work time - academic holds Doctorate)	\$97.20 (25.00%)
Repeat tutorial (1 hr of delivery and 1 hr associated work time - academic holds Doctorate)	\$64.80 (25.00%)
Musical accompanying	
Musical accompanying (1 hr of delivery and 1 hr prepar. time)	\$57.09 (25.00%)
Musical accompanying (1 hr delivery and 1 hr prep time - academic holds Doctorate)	\$64.80 (25.00%)
Undergrad clinic nurse ed	
Little prep req (1h deli 0.5h assoc wrk time, Acad a Doct)	\$48.60 (25.00%)

Classification	Basic Hourly Rate
Undergrad clinic nurse educ	
Little prep req (1 hr deliv. and 0.5 hr assoc. work time)	\$42.83 (25.00%)
Norm prep time (1 hr of deliv and 1 hr assoc work time)	\$57.09 (25.00%)
Norm prep time(1h deliv, 1h assoc wrk time, acad is Doct)	\$64.80 (25.00%)
Mark rate	
Mk as a superv exam. or mark. req sign exer of acad judg for acad at lvl B	\$36.59 (25.00%)
Marking rate	
Standard marking	\$28.54 (25.00%)
Standard marking (where academic holds Doctorate)	\$32.40 (25.00%)
Mark. as a superv exam. or mark. app for acad at lvl B (Acad is Doct)	\$36.59 (25.00%)
Oth. req. acad. activity	
If acad. is not doct. qual. or perf full subj. coord duties	\$28.54 (25.00%)
Other req. acad activity	
If acad holds doct. qual. or perf. full subj coord duties	\$32.40 (25.00%)

Junior

Junior rates of pay are not covered by this modern award.

Apprentice

Apprentice rates of pay are not covered by this modern award.

Trainee

Trainee rates of pay are not covered by this modern award.

Penalty Guide

Penalties are not covered by this Modern Award Guide.

Penalty Rates

Penalty rates are not covered by this Modern Award Guide.

Allowances

All states covered by this instrument

Full Time

Clause	Allowance Type	Description	Effective Date	Rate
18.3(c)	Professorial and clinical loadings	<p>Any employer may pay loadings and differentials above the standard Level E salary to its teaching and research Level E academic staff.</p> <p>The clinical loading for a medically qualified full-time teaching and research Level B-E academic employed in a full clinical department in a medical school and responsible for patient care.</p>	1/07/2012	\$19,107.9140 per year

Clause	Allowance Type	Description	Effective Date	Rate
18.3(d)	Professorial and clinical loadings	<p>Any employer may pay loadings and differentials above the standard Level E salary to its teaching and research Level E academic staff.</p> <p>The clinical loading for a medically qualified full-time teaching and research Level B-E academic employed in a para-clinical department in a medical school will be as follows.</p> <p>Whether an academic is entitled to a full clinical loading rather than to a loading of \$12,753.12 or \$9,575.72 per annum should be determined by each employer in light of the nature and extent of the academic's patient-care responsibilities.</p>	1/07/2012	\$12,753.1180 per year
18.3(e)	Professorial and clinical loadings	<p>Any employer may pay loadings and differentials above the standard Level E salary to its teaching and research Level E academic staff.</p> <p>The clinical loading for a medically qualified full-time teaching and research Level B-E academic employed in a pre-clinical department in a medical school will be as follows.</p> <p>Whether an academic is entitled to a full clinical loading rather than to a loading of \$12,753.12 or \$9,575.72 per annum should be determined by each employer in light of the nature and extent of the academic's patient-care responsibilities.</p>	1/07/2012	\$9,575.7200 per year
18.3(g)	Professorial and clinical loadings	<p>Any employer may pay loadings and differentials above the standard Level E salary to its teaching and research Level E academic staff.</p> <p>The clinical loading for a dentally qualified full-time teaching and research Level B-E academic employed in a medical school or dental school in the teaching of medical or dental students.</p>	1/07/2012	\$9,575.7200 per year

Other Conditions

All states covered by this instrument

Clause	Conditions Type	Description
7	Award flexibility (Instrument)	An employer and an individual employee may agree to vary the application of the annual leave loading to meet the genuine individual needs of the employer and the individual employee. More information on award flexibility is contained within the full version of the award.
8	Consultation (Instrument)	The award contains information on the employer's responsibility to consult regarding major workplace change including the: - duty to notify, and - duty to discuss change.
9	Dispute resolution (Instrument)	The award sets out a dispute resolution procedure for dealing with disputes in relation to a matter under the award or the National Employment Standards (NES).
10	Conditions of employment (Instrument)	Each person must be engaged as an employee on terms that correspond with one of the prescribed types of employment. The restriction on the use of fixed term employment only applies to employers who were bound to the <u>Higher Education Contract of Employment Award [AP784204]</u> at the time of its making. An employee is not prevented from doing additional work as a casual employee in work unrelated to, or separate from, the employee's normal duties. Nothing limits the number of employees that may be employed in a particular type of employment.
11.1	Full-time conditions (Instrument)	Full-time employment may contain a reasonable probationary period. An employee must be advised of, and given an opportunity to respond to, any unfavourable material which the employer intends to use in a decision to terminate the employment on or before the expiry of the probation period.
11.2	Part-time conditions (Instrument)	Part-time employment means employment for less than the normal full-time weekly hours, with all award entitlements paid on a pro rata basis. Part-time employment may contain a reasonable probationary

Clause	Conditions Type	Description
		<p>period. An employee must be advised of, and given an opportunity to respond to, any unfavourable material which the employer intends to use in a decision to terminate the employment on or before the expiry of the probation period.</p>
11.3	Fixed-term employee (Instrument)	<p>Fixed-term employment means employment for a specified term or ascertainable period.</p> <p>Fixed-term employment may contain a reasonable probationary period. An employee must be advised of, and given an opportunity to respond to, any unfavourable material which the employer intends to use in a decision to terminate the employment on or before the expiry of the probation period.</p> <p>Any second or subsequent fixed-term contract, with the same employer, must not contain a probationary period.</p> <p>Fixed-term employment must only be used in one or more of the following circumstances:</p> <ul style="list-style-type: none"> - for a specific task or project - for research functions - as a replacement employee - where recent professional practice is required - as a pre-retirement contract - as a fixed-term contract employment subsidiary to studentship. <p>Further descriptions on the above circumstances are provided in the award.</p>
12.1	Fixed-term employee (Instrument)	<p>These provisions only apply to those employers who were bound to the Higher Education Contract of Employment Award 1998 [AP784204].</p> <p>Incremental advancement</p> <p>A fixed-term employee who has a period of continuous service in a classification must be entitled to progress through that structure in the same way as an employee engaged as a full-time or part-time employee in the same or similar classification.</p>
12.2 & 12.3	Fixed-term employee (Instrument)	Notice of cessation or revocation of employment upon expiry of the contract

Clause	Conditions Type	Description										
		<p>The employer will provide written notice to a fixed-term employee of their intention to renew, or not to renew the employee's employment, when the contract expires. Such notice will be the greater of:</p> <ul style="list-style-type: none"> - any entitlement to notice regarding the renewal of employment when the contract expires or <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Period of continuous service</td> <td style="width: 50%;">Period of Notice</td> </tr> <tr> <td>Not more than 1 year</td> <td>at least 1 week, or a full pay period, whichever is the greater</td> </tr> <tr> <td>1 year but less than 3 years</td> <td>at least 2 weeks, or a full pay period, whichever is the greater</td> </tr> <tr> <td>3 years but less than 5 years</td> <td>at least 3 weeks, or a full pay period, whichever is the greater</td> </tr> <tr> <td>5 years or over</td> <td>at least 4 weeks, or a full pay period, whichever is the greater</td> </tr> </table> <p>In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with not less than 2 years continuous service will be entitled to an additional week's notice.</p> <p>Where the employer is not reasonably able to give the required notice, it will be sufficient if the employer:</p> <ul style="list-style-type: none"> - advises those circumstances to the employee in writing by the latest time at which the notice would otherwise be required to be given, and - gives notice to the employee at the earliest practicable date thereafter. 	Period of continuous service	Period of Notice	Not more than 1 year	at least 1 week, or a full pay period, whichever is the greater	1 year but less than 3 years	at least 2 weeks, or a full pay period, whichever is the greater	3 years but less than 5 years	at least 3 weeks, or a full pay period, whichever is the greater	5 years or over	at least 4 weeks, or a full pay period, whichever is the greater
Period of continuous service	Period of Notice											
Not more than 1 year	at least 1 week, or a full pay period, whichever is the greater											
1 year but less than 3 years	at least 2 weeks, or a full pay period, whichever is the greater											
3 years but less than 5 years	at least 3 weeks, or a full pay period, whichever is the greater											
5 years or over	at least 4 weeks, or a full pay period, whichever is the greater											
12.4	Fixed-term employee (Instrument)	<p>Severance pay</p> <p>A fixed-term employee whose contract of employment is not renewed, and where the employee seeks to continue the employment, will be entitled to a severance payment in accordance with the NES in the following circumstances:</p> <ul style="list-style-type: none"> - employee is employed on a second or subsequent fixed term contract to do work for a specific task or project or for research functions, and those duties are no longer required by the employer, or - employee is employed on a fixed term contract to do work for a specific task or project or for research functions, and the duties continue to be required but another person has been or will be appointed to the same duties. 										

Clause	Conditions Type	Description
		Further information on severance pay for incidents of fixed-term contract of employment are contained in the award.
12.5	Fixed-term employee (Instrument)	<p>Award entitlements and calculation of continuous service</p> <p>A fixed-term employee will be entitled to the same award terms and conditions in respect to award matters as would apply to a full-time or part-time employee engaged in an equivalent classification and working an equivalent number of hours.</p> <p>For the purpose of this award, breaks between fixed-term appointments of up to two times per year and of up to 6 weeks in total will not constitute breaks in continuous service.</p> <p>Periods of approved unpaid leave will not count for service, but will not constitute breaks in service.</p>
12.6	Fixed-term employee (Instrument)	<p>Right of application</p> <p>No employee employed on a fixed-term contract (other than a pre-retirement contract) will be prevented from making an application for employment to an employer, or from having it considered, solely because the employee has previously been employed on a fixed-term contract by the same employer.</p>
13.1 & 13.2	Casual conditions (Instrument)	<p>Casual employment is by the hour and will be paid per hour 1/38 of the weekly base rate derived from the relevant classification plus a loading of 25%.</p> <p>Formulae</p> <p>The minimum salary paid to casual academic staff will be derived from three base rates calculated using the following formulae:</p> <ul style="list-style-type: none"> - Lecturing and higher marking rate <p>The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale.</p> <ul style="list-style-type: none"> - Rate applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification

Clause	Conditions Type	Description
		<p>The base rate applicable where the duties include full subject coordination or where the academic possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale.</p> <p>Rate applicable to all other duties The base rate applicable to all other duties including tutoring rates not covered above is determined by reference to the second step of the full-time Level A scale.</p> <p>Full details of classification Levels are outlined in the award.</p>
14	Terms of engagement (Instrument)	<p>Requirement to state terms of engagement</p> <p>Upon engagement, the employer must provide to the employee an instrument of appointment which states the type of employment and tells the employee of the terms of engagement in relation to:</p> <ul style="list-style-type: none"> - the classification level and salary, and the hours to be worked, for employees other than casual employees - the term of the employment, the length and terms of any period of probation, and the circumstance(s) explaining why a fixed-term contract has been decided for that employment, for a fixed-term employee - the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required will be paid for, for casual employees - the length and terms of the probation, for any employee subject to probationary employment - other main conditions of employment including the identity of the employer, where the conditions were derived from, and the duties and reporting relationships to apply.
15.1	Termination of employment (Fair Work Act 2009 - National Employment Standard)	<p><u>Notice of termination by an employer</u></p> <p>An employer is required to provide notice of termination (or payment in lieu of notice) to an employee based on the employee's period of continuous service as follows:</p> <ul style="list-style-type: none"> - Not more than 1 year of service: 1 week

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> - More than 1 year but not more than 3 years of service: 2 weeks - More than 3 years but not more than 5 years of service: 3 weeks - More than 5 years of service: 4 weeks <p>The period of notice will increase by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer.</p>
15.2	Termination of employment - notice of termination by an employee (Instrument)	The notice of termination required to be given by an employee is the same as an employer except there is no requirement to give additional notice based on age. If an employee fails to give the required notice the employer may withhold from any monies due on termination, the difference between the amount of notice required and the amount of notice actually given.
15.3	Termination of employment - job search entitlement (Instrument)	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.
16.1	Redundancy (Fair Work Act 2009 - National Employment Standard)	<p>An employer is required to provide redundancy pay at the base rate of pay for ordinary hours based on the employee's period of continuous service with the employer as follows:</p> <ul style="list-style-type: none"> - At least 1 year but less than 2 years of service: 4 weeks - At least 2 years but less than 3 years of service: 6 weeks - At least 3 years but less than 4 years of service: 7 weeks - At least 4 years but less than 5 years of service: 8 weeks - At least 5 years but less than 6 years of service: 10 weeks - At least 6 years but less than 7 years of service: 11 weeks - At least 7 years but less than 8 years of service: 13 weeks - At least 8 years but less than 9 years of service: 14 weeks - At least 9 years but less than 10 years of service: 16 weeks - At least 10 years of service: 12 weeks
16.2	Redundancy - transfer to lower paid duties (Instrument)	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. Alternatively, the employer may choose to pay the employee the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

Clause	Conditions Type	Description
16.3	Redundancy - employee leaving during notice period (Instrument)	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.
16.4	Redundancy - job search entitlement (Instrument)	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. If the employee has been allowed paid leave for more than one day, the employee must, by request, 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.
17	Industry specific redundancy provisions (Instrument)	The award outlines industry specific redundancy provisions that only apply to any institution which: - was bound by the <u>Universities and Post Compulsory Academic Conditions Award 1999 [AP801516]</u> at 12 September 2008 and - has decided to terminate the employment of one or more academic employees for reasons of an economic, technological, structural or similar nature. Further detail on industry specific redundancy provisions is contained in the award.
18.4	Payments and periods of leave (Instrument)	All clinical loadings and professorial merit differentials are superannuable and will be paid to an academic during periods of study leave, annual leave and long service leave.
19	Salary movement (Instrument)	An academic staff member will be eligible for movement to the next highest salary point within the academic levels. Full details regarding salary movement are outlined within the award.
21	Superannuation (Instrument)	The award contains information on: - the employers responsibility to make superannuation contributions to a superannuation fund - the ability for an employee to authorise their employer to pay on their behalf contributions to a superannuation fund

Clause	Conditions Type	Description
		<p>- the employers responsibility to make superannuation contributions to another superannuation fund that is chosen by the employee</p> <p>Full details regarding superannuation are outlined within the award.</p>
22	Hours of work (Instrument)	For the purpose of the NES, ordinary hours of work under this award are 38 per week.
23	Annual leave (Fair Work Act 2009 - National Employment Standard)	<p>For each year of service with his or her employer, an employee (excluding casual) is entitled to:</p> <ul style="list-style-type: none"> - 4 weeks of paid annual leave, or - 5 weeks of paid annual leave for a shiftworker <p>An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.</p> <p>All accrued untaken annual leave must be paid to the employee on termination.</p>
23.1	Annual leave - excessive leave (Instrument)	<p>Management of annual leave</p> <p>A staff member whose has 30 or more accrued annual leave days may be required in writing to take accrued annual leave, but only if the requirement is reasonable.</p> <p>The employer must give at least 2 months notice of the date on which the staff member is required to take leave.</p>
23.2	Annual leave - payment (Instrument)	<p>Payment of annual leave on termination</p> <p>On termination of employment an employer shall pay an employee at the base rate of pay for annual leave accrued but not taken. Where termination of employment is due to the staff member's death, such payment will be made to the staff member's estate.</p>
23.3	Annual leave loading (Instrument)	Academic staff will be entitled on a payday before 1 January to an annual leave loading equal to 17.5% of salary for the period of leave accrued, with a maximum payment equal to the Australian Bureau of Statistics' average weekly total earnings of all males (Australia) for the August quarter before the date of accrual.

Clause	Conditions Type	Description
24	Parental leave (Fair Work Act 2009 - National Employment Standard)	<p>An employee is entitled to 12 months of unpaid parental leave if:</p> <p>the leave is associated with:</p> <ul style="list-style-type: none"> - the birth of a child of the employee or the employee's spouse or de facto partner; or - the placement of a child with the employee for adoption; and - the employee has or will have a responsibility for the care of the child. <p><u>Employee may request further period of leave</u></p> <p>An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.</p>
24	Parental leave (Instrument)	<p>In addition, parental leave entitlements of employees under an award that was made under the Workplace Relations Act 1996 (Cth), that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and that would have entitled the employee to paid maternity leave, paternity leave or adoption leave, will be maintained under this award.</p>
25.1	Personal/carer's leave (Fair Work Act 2009 - National Employment Standard)	<p>For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave.</p> <p>The entitlement accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.</p>
25.1	Compassionate leave (Fair Work Act 2009 - National Employment Standard)	<p>An employee is entitled to 2 days of compassionate leave for each permissible occasion when a member of the employee's immediate family, or a member of the employee's household:</p> <ul style="list-style-type: none"> - contracts or develops a personal illness that poses a serious threat to his or her life, or - sustains a personal injury that poses a serious threat to his or her life, or - dies.

Clause	Conditions Type	Description
25.2	Compassionate leave (Instrument)	Under this award compassionate leave will be 3 days for each permissible occasion.
25.3	Personal/carer's leave (Instrument)	<p>Casuals</p> <p>Subject to the evidence and notice requirements under the NES, casual employees are entitled to not be available to attend work or to leave work:</p> <ul style="list-style-type: none"> - if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency or the birth of a child or - upon the death in Australia of an immediate family or household member. <p>The employer and the employee will agree on the period for which the employee will be entitled to not be at work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 2 days per occasion.</p> <p>The casual employee is not entitled to any payment for the period of non-attendance.</p>
26	Community service leave (Fair Work Act 2009 - National Employment Standard)	<p>An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:</p> <ul style="list-style-type: none"> - the period consists of one or more of the following: - time when the employee engages in the activity - reasonable travelling time associated with the activity - reasonable rest time immediately following the activity, and <p>unless the activity is jury service—the employee's absence is reasonable in all the circumstances.</p>
27.1	Public holidays (Fair Work Act 2009 - National Employment Standard)	<p>The following are public holidays:</p> <ul style="list-style-type: none"> - 1 January (New Year's Day) - 26 January (Australia Day) - Good Friday - Easter Monday - 25 April (Anzac Day)

Clause	Conditions Type	Description
		<p>- the Queen’s birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)</p> <p>- 25 December (Christmas Day)</p> <p>- 26 December (Boxing Day)</p> <p>- any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.</p> <p><u>Substituted public holidays under State or Territory laws</u></p> <p>If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.</p>
27.2	Public holidays (Instrument)	<p>Substitution of public holidays where University holidays provided</p> <p>An employer may substitute a public holiday or part holiday for another working day or part-day to be taken during a period of institutional close-down. Where substitution occurs the substituted day or part day will be the public holiday for the purposes of this award.</p>

Frequency of Payment

An academic staff member's salary will be paid fortnightly by electronic funds transfer.

A casual staff member will be paid within 22 days of submitting a completed valid claim for payment to the appropriate representative as identified by the employer to the staff member.

Modern Award Guide - Background

This guide provides information on wages, penalties, loadings, allowances and other conditions of employment, derived from the 01 January 2010 version of the modern award.

Employers that a modern award applies to must provide at least the minimum terms and conditions in that modern award to all employees to whom the modern award applies.

One of the responsibilities of the Fair Work Ombudsman is to ensure compliance with the Fair Work Act 2009.

If an employer is able to demonstrate that they have paid at least the rates published in this guide, including wages, allowances, loadings and penalties, the Fair Work Ombudsman will be satisfied that the employer has met those obligations under the modern award. The employer will need to have paid the wage rate for all hours worked and for the correct classification for the work the employee does.

The Fair Work Act 2009 requires that time and wages records be kept and payslips issued. Employers will also need to demonstrate that this requirement has been complied with.

Who is not covered by this guide?

Despite the coverage provisions of this guide, conditions in this guide do not apply to an employee or employer while the employee or employer is covered by one of the following agreements:

- Australian Workplace Agreements (AWA)
- Certified agreements (made before 27 March 2006)
- Collective agreements (made between 27 March 2006 and 30 June 2009)
- Enterprise agreements (made after 01 July 2009)
- Individual Transitional Employment Agreements (ITEA)
- Old IR Agreements (made before 1997)
- Preserved Collective State Agreements (made in a state system before 27 March 2006)
- Preserved Individual State agreement (made in a state system before 27 March 2006)
- Section 170MX Awards (made before 27 March 2006)
- Workplace Determinations

The guide will also not apply to employees covered by an enterprise specific award-based transitional instrument, including:

- pre-reform awards (made prior to 27 March 2006)
- notional agreements preserving state awards (made in a state system before 27 March 2006)

Take home pay orders

Modern awards are not intended to reduce an employee's take-home pay. If an employee suffers a reduction in their overall take-home pay as a result of the modern award applying, they can apply for Fair Work Australia to make an order ensuring their pay is not reduced.

If you require assistance with any provisions of this guide please call Fair Work Infoline on 13 13 94.

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