

Queensland Institute of Business and Technology Enterprise Agreement



Queensland Institute of Business Technology Pty Ltd
ABN 38 076 195 027

Document

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1 Purpose and Scope

The purpose of this Document is to outline the 2015–2018 Queensland Institute of Business and Technology Enterprise Agreement.

2 Document Contents

2.1 Operation of Agreement

2.1.1 Title of Agreement

The title of this Agreement is the Queensland Institute of Business and Technology Pty Ltd Enterprise Agreement 2015-2018.

2.1.2 Parties to The Agreement

Notwithstanding the provisions of any other industrial instrument, the parties to this Agreement are:

- Queensland Institute of Business and Technology Pty Ltd (QIBT); and
- all current and future staff members of QIBT categorised by Higher Education Worker (HEW) Levels 1 to 10 and Lecturer Levels A to E, with the exception of casual lecturing and teaching staff.

2.1.3 Nominal Expiry Date

This Agreement will take effect on the day it is lodged with Fair Work Australia and has a nominal expiry date of 31 December 2018. This Agreement will continue in force until it is formally terminated or replaced.

2.1.4 Aims of The Agreement

The aim of this Agreement is to develop and maintain a workplace in which the College continues to meet or exceed the expectations of its students and other stakeholders, while providing a supportive environment for its staff.

This Enterprise Agreement is made in accordance with the Fair Work Act 2009 ("the Act") and sets out all the minimum terms and conditions of an Employee(s) employment whilst employed by QIBT and no other industrial instrument will apply.

2.1.5 Definitions

"Queensland Institute of Business and Technology" or "QIBT" shall mean Queensland Institute of Business and Technology Pty Ltd.

"Act" shall mean the [Fair Work Act 2009 \(Cth\)](#).

"Full-time staff member" is defined as a staff member who is engaged with ordinary hours of 162.50 hours per month.

"Part-time staff member" is defined as a staff member who is engaged with ordinary hours of less than 162.50 hours per month.

"Casual staff member" is a staff member who is not guaranteed a standard span of hours per month. Casual staff members are considered as a supplementary workforce and working without the expectation of ongoing work.

"Fixed-term" staff member will be Full-time or Part-time employee that is engaged for a fixed period and whose employment will terminate when that term expires.

“Academic staff member” is a staff member engaged under the Lecturer Levels A – E. The classification of each role is described on the position description and defined in Clause 7.1.

“General staff member” is a staff member engaged under HEW Levels 1 – 10. The classification of each role is described on the position description and defined in Clause 7.1.

"Continuous service" in the context of casual employment, means an unbroken period of service where regular ongoing work has been done by a staff member as directed by QIBT.

“QPPL” means the QIBT Policy and Procedure Library.

“NES” shall mean the National Employment Standards.

2.2 Dispute Resolution

Where a dispute arises about any matter covered by this agreement, or the National Employment Standards, the following dispute procedure will apply.

A staff member is entitled to appoint a representative for the purposes of dispute settlement.

2.2.1 College Level Dispute Resolution

In the first instance, the parties to the dispute must try to resolve the issue at the College level, with discussions between the relevant staff, supervisors and/ or managers as follows:

- the affected staff member/s and their supervisor would discuss the matter. The staff member and supervisor may be accompanied by a representative of their choice;
- if the matter is not resolved at this level, either an affected staff member, or where they choose their representative, or the supervisor, may refer the issue to the College Director and Principal for investigation and review;
- if the staff member or supervisor is not satisfied with the outcome of the review by the College Director and Principal, any party may refer the matter to Fair Work Australia.

2.2.2 Fair Work Australia Dispute Resolution

If the matter cannot be resolved at the College level, any party may refer the matter to Fair Work Australia. Fair Work Australia may deal with the dispute in 2 stages:

- Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then arbitrate the dispute; and make a determination that is binding on the parties.

During the process to attempt to settle a dispute, the staff involved must continue to perform their duties as normal, unless there is a reasonable concern about imminent risk to health or safety. Staff must comply with the directions of the College to perform other available work, unless there is a health or safety concern or there are other reasonable grounds for the employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

2.3 Enterprise Agreement Flexibility

A staff member may request an arrangement which varies the terms of the QIBT Enterprise Agreement regarding the following matters:

- arrangements about when work is performed;
- overtime rates;
- penalty rates;

- allowances; and
- leave loading.

The arrangement must genuinely meet the needs of, and be genuinely agreed to by, both the College and the staff member. Any such agreement will be made in writing and will be made in accordance with the Fair Work Act 2009.

2.4 Commitment to Quality Outcomes, Health and Safety and The Environment

QIBT recognises the need to keep the academic achievement of its students as its primary focus. To this end, QIBT is committed to ongoing improvement of its programs, structures and systems within an environment which is:

- as safe as is practicable in order to achieve its vision and goals, with this commitment and supporting procedures articulated in its Workplace Health and Safety policy, published in the QPPL; and
- respectful of the environment, through supporting the Navitas Care program

2.5 Hours of Work

2.5.1 Ordinary Hours

Full-time, Part-time, Fixed term

The ordinary hours of work for a full-time staff member shall be 75 hours per fortnight. The ordinary hours of work for a part-time staff member will be less than 75 hours per fortnight. The staff member's ordinary hours of work can be worked between 8.00 am and 6.00 pm Monday to Friday. These hours shall be agreed between the staff member and their manager and subject to the demands of the position and the Office.

Casual

A casual staff member will be engaged to work on an hourly basis at any time and on any day of the week up to a maximum of 75 hours per fortnight. A casual staff member's ordinary hours of work can be between 7.00 am and 9.30 pm Monday to Sunday. These hours shall be agreed between the staff member and their manager and subject to the demands of the position and the Office. Please refer to the Casual Staff Members Rostering & Meal Breaks Policy for more information.

2.5.2 Working Hours

Full-time, Part-time, Fixed term

Full-time, Part-time, Fixed-term staff members HEW Level 8 / Lecturer B and below are eligible to vary their start and/or finish times around the core business hours for the organisation within the following constraints:

- standard working hours are 7.5 hours per day;
- staff members are entitled to two paid rest breaks of 10 minutes; and
- staff members are entitled to an unpaid lunch break of 30 minutes (0.5 hours).

The staff member and their manager will assess whether flexible working hours is appropriate for a position, taking into account the operational requirements of the area.

Academic staff members required to deliver classes outside of 'Ordinary Working Hours' (as defined in Clause 4.1) will discuss with their manager, suitable arrangements to satisfy standard working hours (i.e. 7.5 hours per day).

Where possible, rest breaks and lunch breaks should be scheduled in the middle of work periods. These breaks are not intended to be used to cover late starts or early departures, nor can they be accumulated.

Casual

Casual staff members' hours are scheduled to meet the fluctuating demands of the workplace. Where a casual staff member works more than five hours consecutively, they are entitled to:

- two paid rest breaks of 10 minutes; and
- an unpaid lunch break of 30 minutes (0.5 hours).

Where a casual staff member works less than five hours consecutively, they are entitled to one 10-minute rest break. Where possible, rest breaks and lunch breaks should be scheduled in the middle of work periods, these breaks are not intended to be used to cover late starts or early departures.

Please refer to the Casual Staff Members Rostering & Meal Breaks Policy for more information.

All Staff

Staff with particular circumstances are eligible to apply for flexible working arrangements as provided for under the National Employment Standards. Please refer to the QIBT Flexible Working Arrangement Policy for more information.

2.5.3 Reasonable Additional Hours

Full-time, Part-time, Fixed term

Staff ≤ HEW Level 7 or Lecturer A - Where staff members are requested to work in excess of normal working hours, staff will be awarded time off in lieu of the time worked. This will be taken within four weeks wherever possible, or later if agreed by the supervisor and staff member.

Staff ≥ HEW Level 8 or Lecturer B – It is reasonably expected that staff may be required to work in excess of normal working hours, in response to operational needs. Time worked in excess of normal working hours will be recognised through informal arrangements for time off to be taken at a time agreed between the supervisor and staff member.

Attendance at professional development activities does not accrue additional hour's entitlements.

Time off in lieu will be agreed between the staff member and the supervisor prior to overtime being undertaken, unless exceptional circumstances exist. Please refer to the QIBT Time in Lieu Policy for more information.

Casual

Casual staff will be paid based on an hourly rate.

2.5.4 Timesheets

All casual staff members and part time employees who work irregular hours will be required to submit a timesheet at the end of each pay period.

2.5.5 Scheduling of Meetings

To assist staff members, meet their personal responsibilities, where possible, all meetings will be scheduled within the hours of 8.30 am and 5.00 pm, Monday to Friday.

2.6 Leave Entitlements

Casual staff are paid an hourly loading which incorporates entitlements for leave. Therefore, there are no additional leave entitlements under Section 5 of this Agreement.

2.6.1 Annual Leave

In any 12-month period of paid employment, a full-time staff member is entitled to 4 weeks leave on full pay (equivalent to 20 working days) for each 12-month period of continuous service. A part-time worker shall be entitled to pro rata annual leave based upon the number of hours worked per week. Casual staff members are not entitled to annual leave. Annual leave is calculated on a monthly basis. Staff members are not required to take a minimum amount of annual leave at any one point in time. Staff members will not be permitted to have a negative annual leave balance, unless as defined under 5.7 Christmas Closure.

Staff may take annual leave at any time during the year, subject to the operational requirements of the College. A staff member may take annual leave as it accrues.

Staff members will make an application for annual leave through the online payroll system, giving advance notice to their manager of the required period of leave. In turn, managers will provide staff members with timely advice as to whether annual leave has been granted. Where the needs of the College preclude approval of leave as applied for, the staff member's manager will negotiate an alternative period or periods of leave as agreed upon between the staff member and QIBT.

On negotiation with a staff member's manager, and subject to operational requirements, a staff member may be permitted to take annual leave on half pay.

Should a staff member become ill during the period of their annual leave, they shall be entitled to claim accrued personal leave in lieu of annual leave for the period of such illness. A medical certificate must be provided covering the period of illness.

Staff members will not be permitted to accrue annual leave entitlements of more than 40 days unless approved by the College Director and Principal. Once a staff member has accumulated 30 days or more annual leave, the staff member may be asked to consider taking leave.

2.6.2 Leave Loading

Staff members are entitled to 17.5% annual leave loading on accrued periods of annual leave over the preceding calendar year. Leave loading for this period is paid annually in the first pay period of December each year.

If a staff member terminates their employment during the course of the year, leave loading accrued to that date will be paid as part of the termination payment.

2.6.3 Public Holidays

Full-time staff members shall be entitled to Queensland Public Holidays as published in the Government Gazette, in accordance with the Holidays Act 1983 without loss of pay.

Where a part-time staff member is scheduled to work on a public holiday, they will be paid for the hours that they would have been ordinarily expected to work had that day not been a public holiday.

Due to the nature of QIBT's business, full-time and part-time staff members may be required to work public holidays.

Where a full-time staff member is required to work on a public holiday, they will be provided with two days additional leave. Where a full day is not worked, the equivalent calculation will be based on hours worked. Additional periods of leave will be taken within three months of their accrual.

Where a part-time staff member is required to work on a public holiday, they will be provided with additional leave which will be calculated on the basis of hours worked. The leave will accrue at two times the number of hours worked. Additional periods of leave will be taken within three months of their accrual.

If employment is terminated prior to the staff member taking the additional leave, it will be paid out as if it were annual leave.

2.6.4 Community Service Leave

All staff are entitled to unpaid community service leave as provided for in the National Employment Standards (NES). This includes leave associated with:

- jury service;
- a voluntary emergency activity, under the conditions outlined in the NES, including engagement on a voluntary basis with a recognised emergency management body such as the State Emergency Service (SES), Country Fire Authority (CFA) and the RSPCA (in respect of animal rescue during emergencies or natural disasters) when those bodies are dealing with an emergency or natural disaster.

A staff member who engages in a voluntary emergency activity, or who is on a jury, or who is subpoenaed to appear as a witness, shall, as soon as practicable after being summoned to service, notify their supervisor.

Full-time, Part-time and Fixed-term staff are entitled to the following paid community service leave:

- “make-up” pays for the days that they are absent for jury service. “Make-up” pay is the difference between any jury service pay received by the staff member (excluding expense-related allowances) and the staff member’s base rate of pay for each hour they would have worked (excluding separate entitlements such as loadings); and
- two days per calendar year for full-time staff (or pro-rata for part-time staff) to engage in a voluntary activity with a registered charity. This day only applies to those staff who undertake such an activity and cannot be accumulated if not taken within the calendar year. This allocation incorporates the two days outlined in the Navitas Volunteering Policy, which encourages staff to participate in education related volunteer work. An application for volunteer leave is lodged via the online payroll system. Participation in any sanctioned QIBT or Navitas volunteer initiatives would require a staff member to access this allocation.

2.6.5 Personal & Carer's Leave

In any twelve-month period of paid employment, a full-time staff member will accumulate 10 days of paid personal/carer's leave. Part-time staff members’ personal leave entitlements will be calculated on a pro-rata basis.

Personal/carer's leave may be used for the purposes of personal illness, or to provide care or support to an immediate family or household member who is ill. The definition of immediate family includes a current partner of the staff member. It also includes the staff member’s, or their partner's, child, parent, grandparent, grandchild or sibling.

A staff member must make all reasonable efforts to advise their manager as soon as practicable of any absence. If it is not reasonably practical for the staff member to give prior notice of absence, the staff member shall notify their supervisor by telephone of personal/carer's leave at the first opportunity on the day of the absence.

Personal/carer's leave is accrued on a monthly basis. Staff members will not be permitted to have a negative personal/ carer’s leave balance. Where a staff member has no paid personal/carer’s leave entitlements remaining, they will be permitted to utilise annual leave entitlements.

If the staff member exhausts their paid personal/ carer’s leave and annual leave, the staff member may request additional unpaid personal/ carer’s leave. Such requests would be accompanied by medical documentary evidence such as a certificate from a medical practitioner. Leave without pay may be granted with the approval of the QIBT Director and Principal, having regard to the individual circumstances and operational requirements of the College.

Unused personal/carer's leave does not have any monetary value upon termination of employment and staff members are not permitted to "cash out" their personal leave entitlements.

Where a staff member has an ongoing pattern of absence from the workplace due to personal/carer's leave, they may be asked for medical evidence or a statutory declaration for any period of personal/carer's leave. No more than two consecutive days of personal/carer's leave may be taken without medical evidence or a statutory declaration.

2.6.6 Compassionate Leave

A full-time staff member is entitled to 3 days compassionate leave on full pay on each occasion of a compassionate situation (or pro-rata for part-time staff). A compassionate situation is classified as a situation when a member of the staff member's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to their life or dies.

Normally compassionate leave will be taken in a single unbroken period of 3 days. However, a staff member may take three days in a different combination, on agreement with their manager.

The staff member must notify their manager as soon as practicable of the intention to take compassionate leave. A manager may request that a staff member provide satisfactory evidence such as a certificate from a medical practitioner in support of their request for compassionate leave.

Compassionate leave may be taken in conjunction with other leave available under this Agreement. In determining such a request, the staff member's supervisor will give consideration to the circumstances of the staff member and the reasonable operational requirements of QIBT.

2.6.7 Long Service Leave

A staff member who has completed ten years of continuous paid service (including continuous long-term casuals) shall be entitled to 13 weeks long service leave (which will be paid on a pro rata basis for any period of part-time/ casual service). Long Service Leave may be accumulated pro-rata beyond the tenth year. The full entitlement accrued may be accessed at any point after the staff member has served ten years.

The minimum period of long service leave, which may be granted at any one time, is two weeks.

A staff member who wishes to take long service leave will apply in writing to the College Director & Principal and their supervisor. The application must state the amount of leave required and date from which the leave is to commence. Approval will be granted subject to operational requirements.

Where a staff member resigns during a period of long service leave, the staff member will be paid at their current salary level for any long service or annual leave credits remaining.

Should any staff member become ill during the period of their long service leave, they shall be entitled to claim accrued personal leave in lieu of long service leave for the period of such illness. A medical certificate must be provided covering the period of illness.

Except for any part of the legislation that is prohibited content, in accordance with Fair Work Act 2009 (Cth) a staff member (including continuous long term casuals) who has completed more than seven years but less than ten years of continuous service is entitled to pro rata long service leave if:

- the staff member's service is terminated by their death;
- the staff member terminates their service because of their illness or incapacity or because of a domestic or other pressing necessity; or

- QIBT dismisses the staff member for a reason other than the staff member's conduct, capacity or performance.

Please refer to the Long Service Leave Policy for more information, including the application process.

2.6.8 Christmas Closure

QIBT will close the office for one week during the Christmas New Year Period. The dates of the closure will vary each year and will generally be dependent on the dates of the mid Trimester break.

QIBT will provide full-time staff members with one day's paid leave during this week. Part time employees will receive the one day's paid leave on a pro rata basis. Casual employees will not be entitled to this one day's paid leave during the Christmas closure period. Staff members will be required to take annual leave for any other working days during this week. Where a staff member does not have leave entitlement to cover this period, they will be provided with annual leave in advance of its accrual.

In some instances, due to operational requirements, a staff member may be asked to work during the Christmas closure period. Where this occurs, the staff member will be granted the one day's paid leave provided by QIBT. This leave may be taken at a time mutually agreed to by the staff member and their manager.

2.6.9 Continuity of Service within Navitas Proprietary Limited entities

All staff members who move between Navitas Pty Ltd entities will have all leave entitlements transferred to the other Navitas entity. For the purpose of calculating long service leave entitlements, all periods of continuous employment at a Navitas Pty Ltd entity will be used.

2.7 Parental Leave

2.7.1 Eligibility for unpaid parental leave

Parental leave provisions apply to all full-time and part-time staff members who have completed at least 12 months of continuous service with QIBT immediately before the expected date of birth (birth), or date of placement (adoption). Adoption-related parental leave applies for the placement of a child under the age of 16.

Casual staff members who have been engaged by QIBT on a regular and systematic basis for a period of at least 12 months and who would, but for an expected birth or placement of a child, have a reasonable expectation of continuing their engagement with QIBT on a regular or systematic basis, are eligible for unpaid parental leave.

2.7.2 Entitlement to unpaid parental leave

All eligible staff members are entitled to unpaid parental leave for up to 12 months, plus the right to request an additional 12 months. QIBT may only refuse the request on genuine business grounds.

There are two methods of entitlement to unpaid parental leave:

If single, or spouse does not intend to take unpaid parental leave:	If both members of an employee couple each intend to take unpaid parental leave:
<ul style="list-style-type: none"> • Leave must be taken in a single continuous period • A pregnant employee may choose to take leave up to six weeks prior to the expected date of 	<ul style="list-style-type: none"> • Each employee must take leave in a single continuous period • Birth-related – the primary caregiver must commence leave on the date of birth (or up to six weeks prior for a pregnant employee); the secondary caregiver must start leave

If single, or spouse does not intend to take unpaid parental leave:	If both members of an employee couple each intend to take unpaid parental leave:
<p>birth; however, leave must at least commence from the date of birth</p> <ul style="list-style-type: none"> ● Adoption-related leave must commence on the date of placement ● Leave may commence up to 12 months after the date of birth, if spouse has been primary caregiver during this period and spouse is not an employee under the National System. 	<p>immediately after the first member returns to work</p> <ul style="list-style-type: none"> ● Adoption-related – the primary caregiver must commence leave on the date of placement; the secondary caregiver must start leave immediately after the primary caregiver returns to work ● Concurrent leave is limited to 3 weeks; unless otherwise agreed by their employer, the secondary caregiver must commence on the date of birth/ placement and end no later than 3 weeks after date of birth/ placement
<p>“Employee” is defined as an employee covered by the national employment system. Both members of an employee couple will be employed under the national system but may not necessarily work for the same employer.</p>	

2.7.3 Other conditions of unpaid parental leave

Where a pregnant staff member continues to work within the 6-week period immediately prior to the expected date of birth, QIBT may require her to provide a medical certificate stating that she is fit to work on her normal duties.

The period of unpaid parental leave may, with the consent of the employer, be shortened by the staff member giving a minimum of 28 days’ notice in writing stating the period by which the leave is to be shortened.

A staff member on parental leave may terminate their employment at any time during the period of leave by providing at least four weeks’ notice.

A staff member returning to work after the completion of a period of parental leave shall be entitled to the position held immediately before taking parental leave.

As required under Clause 10.1 of this Agreement, the employee would be consulted, while on parental leave, about any major change, which would be likely to have a significant effect on the employee’s position. Given this, employees are required to maintain a current contact address with QIBT while on parental leave.

Where a position held prior to parental leave is unavailable due to restructure, the staff member will be offered redeployment to another position nearest in status and pay to the pre-parental leave position, subject to a suitable skills match. It may be possible that the position offered to a returning staff member through redeployment may not be at the HEW level/ Lecturer level held prior to any unpaid leave period. Where there are no suitable positions available, or the staff member does not wish to be redeployed, redundancy provisions as outlined in this agreement will be utilised.

2.7.4 Leave entitlements during parental leave

Full-time, part-time and fixed-term staff may use some, or all, of their annual leave while on parental leave. Where a staff member takes advantage of unpaid Special Maternity Leave (see Clause 6.6 below) or paid parental leave provisions (see Clause 6.5 below) as outlined in this Agreement, the period of unpaid parental leave will be reduced by that leave period.

Employees cannot access personal/ carer’s leave while on unpaid parental leave.

Leave entitlements continue to accrue during paid leave, but not unpaid leave. Any leave entitlements which have built up prior to taking parental leave remain credited to the employee and may be used on their return to work.

The period of parental leave (both paid and unpaid) is recognised as continuous service for the purpose of long service leave.

2.7.5 Paid parental leave

Full-time, part-time and fixed-term staff members, who intend being the primary caregiver, are entitled to 12 weeks of paid parental leave at their rate of pay prior to taking parental leave. Full-time, part-time and fixed-term staff members, who intend being the secondary caregiver, are entitled to 1 week of paid parental leave at their rate of pay prior to taking parental leave. QIBT may request a statutory declaration to confirm whether an employee will take the role of primary or secondary caregiver.

Paid parental leave, or a portion thereof, may be taken on half pay to extend the paid period. Paid leave is extended to full-time, part-time and fixed-term staff members on the condition that they will return to work at the end of the leave period for a minimum of the same duration of the paid leave period. Where a staff member fails to return to work for this period, any paid leave amount must be repaid to the organisation. Where a staff member returns for a portion of the equivalent period, repayment will be on a pro-rata basis.

Unused paid parental leave does not have any monetary value upon termination of employment and staff members are not permitted to "cash out" their leave entitlements.

QIBT staff are entitled to access any paid parental leave schemes funded by the Australian Government. Any entitlements funded by the Australian Government would be in addition to the paid parental leave entitlements paid by QIBT under this Agreement.

2.7.6 Special Maternity Leave

Special maternity leave will be granted to a staff member for a pregnancy related illness or if the pregnancy ends within 28 weeks of the expected birth, otherwise than by the birth of a living child.

A staff member requiring special maternity leave will be entitled to unpaid leave for a period of time a registered medical practitioner certifies as necessary.

Where a staff member not on maternity leave suffers illness related to their pregnancy, they may elect to take any personal/carer's leave to which they are entitled and special maternity leave for a period of time a registered practitioner certifies as necessary.

2.7.7 Preadoption leave

Staff members seeking to adopt a child may take up to two days (or equivalent) of unpaid pre-adoption leave to attend any requirements necessary to obtain the adoption. The staff member may elect to take other leave as outlined in this Agreement for these purposes.

2.7.8 Notification of paid and unpaid parental leave

A staff member who is seeking parental leave is required to:

- give at least 10 weeks' notice in writing that they intend to take parental leave;
- give at least 4 weeks' notice stating when they wish to start and end the leave;
- provide a medical certificate giving the expected date of birth;
- in the case of adoption, provide a statement from an approved authority or agency of the expected date of placement of the child.

2.7.9 Accrual of Leave Benefits Whilst on Parental Leave

All leave entitlements will continue to accrue during any period of paid leave.

2.7.10 Leave Without Pay

Leave without pay may be granted with the approval of the College Director and Principal, having regard to the individual circumstances.

2.8 Salaries, Appraisal and Review

2.8.1 Salaries

Annual salaries for full-time academic staff, full-time general staff; and rates of pay for casual general staff will reflect those established by current Griffith University Enterprise Agreements to the extent those rates fall within the guidelines below. As such:

- Salaries for full-time academic staff will reflect equivalent Lecturer classifications (A – E), outlined within the Griffith University Academic Staff Enterprise Agreement; and
- Salaries for full-time general staff and pay rates for casual general staff will reflect equivalent Higher Education Worker (HEW) classifications (1 – 10), outlined within the Griffith University General Staff Enterprise Agreement.

Note: Annual salaries or rates of pay for casuals incorporate payment for any reasonable additional hours worked by the staff member during the year. The staff members and QIBT intend that this provision excludes the operation of protected award conditions dealing with penalty rates and overtime.

All salary increases established by current Griffith University Staff Enterprise Agreements, across the duration of the QIBT Agreement, up to and including 4% per annum will be automatically provided to QIBT academic and general staff. Where salaries established by the current Griffith Enterprise Agreement exceed a 4% increase per annum, the difference (amounts in excess of 4% per annum) will be subject to negotiation by parties within the College. Parties will be expected to bargain in good faith, and present valid evidence to underpin their positions.

Where agreement on salary increases beyond 4% per annum cannot be reached, QIBT staff will receive an interim 4% per annum salary increase pending finalisation of negotiations. QIBT staff will then be entitled to receive a retrospective payment (to cover the interim period from the date of the increase effective at Griffith University), if negotiations result in a salary increase greater than 4% per annum.

If percentage increases at Griffith University are not passed on to QIBT staff in full at any point in the life of the QIBT Agreement, College staff have the right to request that QIBT keep parity between the two institutions in mind. On that basis the parties will engage in negotiations that might see increases at QIBT exceed those at Griffith University, to a maximum of 4% per annum. For example, if Griffith University awarded a 5% per annum increase in a particular year and that increase was not passed on in full to QIBT and in a subsequent year the Griffith University increase was below 4% per annum (e.g. 3% per annum), College staff would have the right to request an increase greater than 3% per annum, but no higher than 4% per annum, to try to limit the extent of difference that might arise between pay rates across the two institutions.

As it is possible that within the life of this agreement, salary rates established by Griffith may differ from those applicable to QIBT staff, College staff are advised to refer to the QIBT Policy and Procedure Library (Staff > Remuneration) for rates applicable to College staff in the current year.

2.8.2 Economic Value Added

In addition to a staff member's annual salary, a full-time, part-time or fixed-term staff member may be invited to participate in Navitas' Economic Value Added (EVA) scheme. Eligibility will be determined by the eligibility rules of the EVA scheme.

2.8.3 Staff members in charge

A full-time, part-time or fixed-term staff member who is appointed to a position which requires them to be responsible for the work and work distribution of other staff members will not be paid less salary than the most highly paid staff member of whom they are appointed in charge.

2.8.4 Higher Duties Allowance

Where a staff member is required to undertake the role and responsibilities of a higher position for more than five working days, that staff member will be eligible for a higher duties allowance.

The higher duties allowance will be the difference between the staff member's current salary rate and that of the first increment of the higher classification.

Any staff member who receives a higher duties allowance will be advised in writing of the commencement and conclusion of the higher duties allowance period prior to the commencement of that period.

2.8.5 Increments and Reclassification

Where a full-time, part-time or fixed-term staff member is on a classification with multiple increment levels, the staff member's annual salary may be increased to the next increment on the anniversary date of their appointment or reclassification. The increase to the next increment may be delayed by a period of unpaid leave greater than 3 months.

Incremental progression will only occur where the full-time, part-time or fixed-term staff member's manager attests that a satisfactory performance plan is in place for that staff member.

Where a full-time, part-time or fixed-term staff member has reached the highest increment available on their classification, no further increments will be available to the staff member.

The staff member will receive notification in writing of the change to their increment and annual salary.

Any requests for position reclassification will require approval by the College Director and Principal.

2.8.6 Specialist Skills Allowance

A market loading or specialist skills allowance may be attached to certain positions where such a loading is necessary to retain staff in a position deemed critical to the continued efficient development of the College and there is evidence of difficulty in recruiting a replacement from the market.

The loading will be set at the discretion of the College Director and Principal and will attract the Federal Government's compulsory superannuation levy.

In the event that Specialist Skills Allowance is paid, a letter detailing the duration and conditions of that allowance will be provided to the employee.

2.8.7 Payment of Salaries

Payment of salaries will be made in accordance with Navitas Proprietary Limited practice.

Where the nominated payday falls on a holiday, the preceding business day shall be the payday for that period.

A staff member on annual leave will receive their pay as normal during the leave period.

In the case of cessation of employment, a staff member shall be paid all salary due via electronic funds transfer on their last day of work, unless they agree to wait until the next nominated payday.

Payment notification will be via electronic payslip delivery (i.e. ADP). Alternative methods of delivery will be arranged where a staff member does not have computer access.

2.8.8 Salary Sacrifice

Full-time, part-time or fixed-term staff members are eligible to take part in QIBT's salary sacrificing scheme.

Staff members are permitted to convert part of their salaries as prescribed by this Agreement into alternative benefits as outlined in QIBT's salary sacrifice policies published in the Policy Library, which relate to:

- Car Parking (permit for parking on campus);
- Superannuation (see Clause 7.10 of this Agreement);
- Employee Share Ownership Plan (see Clause 7.9 of this Agreement).

QIBT will not be responsible for the provision of personal, financial or taxation advice in relation to salary packaging. Staff members who wish to participate in the Salary Sacrifice Scheme are encouraged to seek independent financial advice before entering into any salary sacrificing arrangement.

If legislative or other changes result in increased costs of salary packaging to QIBT, QIBT may elect to discontinue the scheme.

2.8.9 Employee Share Ownership Plan

Full-time, part-time or fixed-term staff members may be able to participate in the Employee Share Ownership Plan (ESOP) in accordance with the Navitas Pty Ltd policy. Eligibility will be determined by the eligibility rules of the ESOP scheme.

2.8.10 Superannuation

QIBT contributes to a Superannuation Fund on behalf of all staff members in accordance with the Federal Government Compulsory Superannuation Levy. Superannuation paid on behalf of all staff is paid at the prevailing superannuation rate plus one per centum (1%).

Superannuation will be paid into any government approved fund of the staff member's choice. Staff members who do not nominate a Superannuation Fund will automatically have their superannuation payments directed to QIBT's default fund, UniSuper. QIBT takes no responsibility for the performance of UniSuper.

Full-time, part-time or fixed-term staff members can elect to contribute any amount of their salary into their nominated superannuation fund. Where staff members elect to undertake this option, QIBT will match that contribution on an equivalent basis up to 5% of the staff member's salary.

QIBT contributes to this super as of a staff member's commencement date. There is no qualifying period.

QIBT will pay superannuation contributions in accordance with the relevant government requirements.

Superannuation is paid on the ordinary times earnings of the staff member. QIBT is not responsible for ensuring that employee contributions to superannuation do not exceed the Australian Taxation Office's age-based thresholds.

2.9 Performance Review

2.9.1 Performance Planning and Review

Full-time, part-time or fixed-term staff members are required to participate in an annual Performance Planning and Review process, which spans the financial year and involves a mid-year review, in accordance with QIBT's Performance Planning and Review Policy.

2.9.2 Probation

All new full-time, part-time or fixed-term members shall be subject to a probationary period of 3-6 months following initial appointment. The purpose of the probationary period is to allow QIBT and the new staff member the opportunity to assess mutual suitability.

During the probationary period, the staff member's performance will be formally assessed on at least one occasion. All reasonable attempts will be made to ensure that the assessment is carried out at the midpoint of the probation, to ensure that the staff member has adequate opportunity to demonstrate improvement. Prior to the completion of the probationary period, the staff member's performance will again be assessed to determine whether the employment will be continued or terminated. All new staff members will be informed of the assessment outcomes in writing.

If a new staff member's manager considers that suitability has been unconditionally determined, they can elect to end the probation period early, and thus provide successful final assessment outcomes in writing.

While on probation, either party reserves the right to terminate employment without compensation at any time during, or at the end of, the probationary period by giving 1 weeks' notice. Where QIBT terminates employment, the College may elect to make payment in lieu of notice.

The provisions of this clause shall not apply where a staff member is dismissed for serious misconduct.

2.10 Cessation of Employment

2.10.1 Resignation

Full-time, part-time or fixed-term staff members are required to give notice of their resignation in writing to their supervisor no less than 4 weeks prior to their expected completion date.

Where a full-time, part-time or fixed-term staff member requests a shorter period of notice, this may be granted at the discretion of the College Director and Principal. Where a staff member fails to give the required notice, QIBT reserves the right to withhold termination payments due to the staff member, equal to the amount of salary that would have been paid during the notification period.

Payment in lieu of notice will be made if the College Director and Principal deems that the appropriate notice period is not required to be worked. Payment in lieu of notice will be calculated on the salary the staff member would have received in respect of ordinary time should they have worked during the notice period.

Casual staff members are employed on an hourly basis and may resign without notice.

A staff member's access to their online pay information, through ADP, is terminated on their last day of work at the College. After this time, a request would need to be lodged to the College, for supply of pay slips or PAYG summaries. The final PAYG summary will be automatically sent to the last known postal address held in ADP.

2.10.2 Retirement

Full-time, part-time or fixed-term staff members are required to give notice of their retirement in writing to their supervisor no less than 4 weeks prior to their expected completion date.

Where a full-time, part-time or fixed-term staff member requests a shorter period of notice, this may be granted at the discretion of the College Director and Principal. Payment in lieu of notice will be made if the College Director and Principal deems that the appropriate notice period is not required to be worked. Payment in lieu of notice will be calculated on the salary the staff member would have received in respect of ordinary time should they have worked during the notice period.

Casual staff members are employed on an hourly basis and may retire without notice.

A staff member's access to their online pay information, through ADP, is terminated on their last day of work at the College. After this time, a request would need to be lodged to the College, for supply of pay slips or PAYG summaries. The final PAYG summary will be automatically sent to the last known postal address held in ADP.

2.10.3 Redundancy

Where operational requirements result in the redundancy of a full-time, part-time or fixed-term position with QIBT, the incumbent of that position will be given four weeks' notice that their appointment is terminated due to redundancy. Staff will be involved in any discussion relating to a major change, which has the potential to impact on their role (see Clause 10.1).

In addition, the full-time, part-time or fixed-term staff member shall receive a lump sum payment comprising:

- payment in lieu of all annual leave and long service leave entitlements standing to their credit at the date of the termination;
- payment of any outstanding leave loading entitlements; and
- a redundancy amount equal to:

Employee's period of continuous service with the employer on termination	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

The total paid inclusive of all above entitlements will be to a maximum of 26 week's salary.

Where a full-time, part-time or fixed-term staff member is over 45 years of age and has a period of employment of more than two continuous years, they will be entitled to an additional payment equivalent to one weeks' salary.

Casual employees will not be eligible for redundancy.

A staff member's access to their online pay information, through ADP, is terminated on their last day of work at the College. After this time, a request would need to be lodged to the College, for supply of pay slips or PAYG summaries. The final PAYG summary will be automatically sent to the last known postal address held in ADP.

2.10.4 Termination

Where a full-time, part-time or fixed-term staff member's employment with QIBT is terminated, the staff member will be given 4 weeks' notice in writing. QIBT reserves the right to make payment in lieu of notice.

Where a full-time, part-time or fixed-term staff member is over 45 years of age and has a period of employment of more than two continuous years, they will be entitled to an additional payment equivalent to one weeks' salary.

The provisions of this clause shall not apply where a staff member is dismissed for serious misconduct.

A staff member's access to their online pay information, through ADP, is terminated on their last day of work at QIBT. After this time, a request would need to be lodged to QIBT, for supply of pay slips or PAYG summaries. The final PAYG summary will be automatically sent to the last known postal address held in ADP.

2.10.5 Misconduct

QIBT's Board of Directors reserves the right for summary dismissal in the event of serious breaches of professional conduct by any member of staff. QIBT's Code of Conduct for staff members outlines appropriate behaviour for all staff members.

2.10.6 Absence from Duty

Where a staff member is absent from the workplace, without prior notice and approval, the staff member must notify their manager as soon as practicable of their absence.

Where a staff member is required to extend their period of absence past the period approved, they are required to notify their manager of this change at the earliest possible time.

Where a staff member is absent from work in excess of 10 sequential working days and has failed to notify their manager of the reason for the absence, it will be assumed that the staff member has abandoned their employment and they will be deemed to have terminated their employment with QIBT from their last authorised day of work.

2.11 Other Matters

2.11.1 Consultation with Staff relating to any Major Changes

If QIBT made a definite decision to introduce a major change (e.g. programs, organisation, structure or technology) which would be likely to have a significant effect on employees of the College, an appropriate consultation process must be undertaken with staff.

Staff must be notified of the change and given the opportunity to appoint a representative for consultation. If staff member(s) choose to appoint a representative, the College must recognise the representative.

As soon as practicable, the College must discuss a range of factors with staff (including the introduction of the change, the likely effects on staff and any actions that QIBT is undertaking

to mitigate any adverse effects for staff). To enable discussions, the College must provide, in writing, all relevant information about the change, information about the expected effects of the change for staff and any other matters likely to affect staff. Any matters raised by staff will be given prompt and genuine consideration.

Depending on the circumstances, the College may choose not to disclose confidential or commercially sensitive information.

Under the Education Services (Post-Secondary Education) Award 2010, a major change is considered to be "likely to have a significant effect on employees" if it results in:

- the termination of employees; or
- major change to the composition, operation or size of the College's workforce or to the skills required of employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- the alteration of hours of work; or
- the need to retrain employees; or
- the need to relocate employees to another workplace; or
- the restructuring of jobs.

2.11.2 Harassment and Discrimination in the Workplace

All staff members have the right to work in a place safe from any form of harassment or discrimination. As such, QIBT expects staff members to act in accordance with the QIBT Code of Conduct and Equal Opportunity and Diversity policy.

2.11.3 Confidential Information

In the course of employment staff members will, from time to time, be party to information of a sensitive and confidential nature as a result of:

- handling and reading various documents; and/or
- accessing electronically held personal and corporate data; and/or
- hearing and participating in discussions.

Such sensitive and confidential information may include, but is not limited to, information regarding QIBT's financial or commercial position or plans, legal and other expert advice received by Navitas, rates of pay for QIBT staff, details of contracts and other arrangements entered into by QIBT, and details of QIBT's IT and network security.

It is important that information contained in these documents, in these electronic data sources, and in these discussions will remain confidential. Any copies staff members hold of these documents should be filed securely; any electronic copies of and network access to this information must be guarded securely; any conversations must remain confidential.

Disclosure of this information to unauthorised persons would be a breach of the terms of employment which may result in disciplinary or other action. Staff members should discuss any request or perceived requirement to disclose such information with their manager prior to its disclosure.

2.11.4 Security Trading

Employees must not deal in securities of Navitas Pty Ltd unless they have satisfied themselves that they are not in possession of any price sensitive information that is not generally available to the public.

A condition of employment for all staff members is that they declare in writing that they have read and understood the Navitas Proprietary Limited Securities and Trading - Employees policy.

2.11.5 Intellectual Property

Any materials developed during employment at QIBT are the property of QIBT and remain so after termination by either party.

This can include, but is not limited to, software programs, marketing material and learning and teaching materials.

2.11.6 Conflict of Interest

A staff member may engage in paid or unpaid work external to QIBT without the approval of QIBT, as long as it does not interfere with the hours, type and level of work covered in this Agreement. The outside work must not affect the interests of QIBT.

In addition to the duties described in a staff member's job description and those implied at law, the following specific duties are relevant to all staff members of QIBT. They are:

- a duty to act in good faith and be loyal to QIBT during employment;
- a duty not to make secret profits through the use of QIBT assets and resources;
- a duty not to misuse confidential information belonging to QIBT;
- a duty to refrain from any activity involving canvassing of QIBT customers for the purpose of competing with QIBT, assisting or otherwise providing information to competitors of QIBT or for the purpose of the staff member pursuing out of business interests.

Any wilful breach of the above specific duties will be regarded by QIBT as grounds for immediate dismissal.

2.11.7 Professional Development & Study Assistance

QIBT recognises the importance of engaging high-quality professional staff to undertake a range of duties across the College. QIBT also recognises the need to provide opportunities for staff development to ensure that staff remain abreast of industry trends and standards and maintain recent knowledge relevant to their roles and responsibilities at QIBT.

To this end, QIBT has developed a Professional Development Policy and a Study Assistance Program Policy, which provides the framework for professional development of its staff.

2.11.8 Home Based Work

A staff member may be given approval to work from home on a short term or regular basis. Any arrangement is at the discretion of QIBT and is subject to operational requirements of the College continuing to be met. Consideration of operational requirements will include an assessment of the effect the proposal will have on individual workloads and the team as a whole.

Prior to the commencement of any arrangement, agreement is to be reached on:

- the provision and maintenance of equipment;
- security and occupational health and safety requirements;
- ongoing communication and contact with other team members; and
- arrangements for access by management to the home site.

QIBT and/or a staff member may vary or terminate the arrangements for home-based work at any time by mutual agreement. In addition, the arrangement may be terminated without notice if the staff member fails to comply with the agreed arrangements for home-based work.

A staff member working from home is covered by the same employment conditions as a staff member working at an office site.

2.11.9 Use of Private Motor Vehicle for QIBT Business

Staff may at times be required to use their personal motor vehicle to carry out work related tasks or to attend events as a representative of QIBT. The QIBT Private Vehicle Use Policy will be used to determine how staff are to be reimbursed for the costs incurred in using their motor vehicle while conducting QIBT business. This reimbursement will be in accordance with the prescribed rates as determined from time to time by the Australian Tax Office.

2.11.10 Vacant and New Positions

QIBT is committed to attracting, selecting and retaining quality staff. QIBT's recruitment, selection and appointment policies have been developed to support this goal.

2.11.11 Travelling for Work

Where a staff member is required to travel interstate or overseas for work purposes, they are provided free corporate travel and health insurance cover. This covers the staff member for any injury or loss suffered while travelling on QIBT business.

Staff members travelling overseas for work purposes are encouraged to obtain appropriate vaccinations, the cost of which will be covered by QIBT on presentation of receipts within 14 days of the date of vaccination.

Details of the full requirements for staff members required to travel for work are outlined in the Navitas Travel Policy.

2.11.12 Security & Safety

QIBT will take all reasonable steps and precautions to provide a safe and secure workplace for the staff member and for the staff member's property, which may legally and reasonably be brought to the College. All staff will maintain responsibility for upholding workplace health and safety standards.

Staff members must not remove from their place of work anything that should stay at the workplace, unless items are removed in order to carry out their employment, after which the items will be returned.

The staff member's manager will be informed of any items removed from the workplace by the staff member, in order to carry out their work, so that the employer may record and keep track of company property and avoid any misunderstanding.

Keys are issued to some staff members enabling them to enter QIBT premises out of normal working hours. Staff members should ensure that QIBT premises are locked and secure after hours when the last to leave the premises.

All staff are required to complete annual health and safety training.

2.11.13 QIBT Policies and Procedures

Each member of QIBT plays a role in promoting QIBT's values and in enhancing the reputation of the College. QIBT's vision and values support an environment in which ethical behaviour and practices are expected and encouraged.

In addition to respecting the terms and conditions outlined in this Agreement, staff will also comply with the legal obligations and policies and procedures of QIBT.

2.11.14 Navitas Proprietary Limited Policies and Procedures

QIBT as a subsidiary company of Navitas may, from time to time, be required to comply with legal obligations, policies and procedures determined by Navitas Proprietary Limited and its Board of Directors. Consequently, staff members of QIBT will also be

required to comply with the legal obligations, policies and procedures of Navitas Proprietary Limited, unless directly affecting the employment conditions of staff contained in this Agreement.