

IP Australia Enterprise Agreement 2017

Commencement Date: 12 May 2017
FWC Reference AG2017/1246



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Contents

APPLICATION AND OPERATION

TITLE

- 1) This Agreement is to be known as the ***IP Australia Enterprise Agreement 2017***.

PARTIES COVERED

- 2) This Agreement covers:
 - a) the Director General of IP Australia on behalf of the Commonwealth of Australia;
 - b) employees of IP Australia, excluding the Senior Executive Service (SES).

DURATION

- 3) This Agreement takes effect 7 days after approval by the Fair Work Commission (FWC) under section 54 of the *Fair Work Act 2009* (the FW Act). This Agreement will nominally expire three years after the date of effect.

OPERATION OF THE AGREEMENT

- 4) This Agreement is supported by policies, procedures and guidelines to provide more detailed guidance to supervisors and employees on the application of the provisions of this Agreement. For assistance, policies, procedures and guidelines maybe referred to in the relevant clauses in this Agreement. Policies, procedures and guidelines developed to support the Agreement and referred to in this Agreement are not incorporated into and do not form part of this Agreement.
- 5) Policies, procedures and guidelines developed to support the Agreement may be altered through the life of the Agreement through consultation with the Workplace Committee and will apply in the form they are in as at the time of any relevant action or decision, however in the event of any inconsistency between this Agreement and a policy or procedure, the express terms of this Agreement will prevail.
- 6) Any policy, procedure or guideline put to the Workplace Committee for consultation will also be posted on the IP Australia intranet for comment by employees for a period of at least two weeks.
- 7) It is acknowledged that employment by IP Australia is subject to the provisions of any applicable Commonwealth law.

DELEGATION

- 8) The Director General may, by instrument in writing, delegate to a person or persons any of the powers or functions under this Agreement including this power of delegation and may do so subject to conditions.

DEFINITIONS

“Agreement” means the IP Australia Enterprise Agreement 2017.

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"annual salary" means the employee's rate of salary as set out in **Attachments A, B, or C**.

"APS" means the Australian Public Service.

"Commencement Date" means the date that is seven days after approval of the Agreement by the Fair Work Commission.

"Continuous hours of work" – are those hours worked by an employee within 60 minutes of completing their standard ordinary hours of normal duty.

"de facto partner of an employee" – means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes), and includes a former de facto partner of the employee.

"Director General" means the Director General of IP Australia.

"documentary evidence" for personal/carer's leave purposes comprises:

- a certificate from a registered health practitioner stating that the employee is unfit for duty, or is required to undertake caring responsibilities;
- a certificate from a certified alternative health practitioner recognised by a registered health fund stating that the employee is unfit for duty, or is required to undertake caring responsibilities (except in cases involving workers' compensation);
- a statutory declaration made by the employee providing reasons as to why it was not reasonably practicable for the employee to provide a certificate; or
- evidence that would satisfy a reasonable person.

"employee" means employees employed in IP Australia under the *Public Service Act 1999* whether they are employed on a full-time, part-time, ongoing or non-ongoing basis.

"FTE" means full time equivalent employee.

"FWC" means the Fair Work Commission.

"Home based worker (HBW)" is an employee who shares their time working between their home office and work office.

"household" means the usual occupants of the dwelling in which the employee normally resides.

"immediate family" includes a spouse and a former spouse of the employee and a child (including an adult child, adopted child, step child, foster child or ex nuptial child), parent, grandparent, grandchild or sibling of the employee or the employee's spouse; or for Aboriginal and Torres Strait Islander employees, a person related to the employee through traditional kinship.

"ongoing employee" means an employee engaged as an ongoing employee by IP Australia under the *Public Service Act 1999*.

"Out Posted Worker (OPW)" means an employee whose workplace is approved under the Telework arrangements at clause 162).

"long term fostering" is a fostering arrangement for a child that is for more than 6 months.

"non-ongoing employee" means an employee engaged as a non-ongoing employee by IP Australia under the *Public Service Act 1999*.

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"**spouse**" includes the husband or wife of the employee, the former spouse of the employee, the de facto partner of the employee or the former de facto partner of the employee.

"**standard ordinary hours of duty**" means the hours worked by an employee which are not paid as overtime.

"**telework**" is an arrangement where an employee undertakes their job in a physical location away from IP Australia's offices and requires a connection to IP Australia's computer network.

A "**teleworker**" is an employee who undertakes telework as an Out Posted Worker, a Home Based Worker or an employee who teleworks on an ad hoc basis.

"**we**" means the persons covered by this Agreement.

SIGNATORIES TO THE AGREEMENT

For the employer:

__Signed_____

Patricia Kelly, Director General, IP Australia

47 Bowes Street, Woden, ACT, 2606

Date: 7/4/17

Bargaining representatives:

__Signed_____

Beth Vincent-Pietsch, Deputy Secretary, Community and Public Sector Union

1/40 Brisbane Avenue, Barton, ACT, 2603

Date: 10/4/17

__Signed_____

Marisa Oberdorf, Employee, IP Australia

47 Bowes Street, Woden, ACT, 2606

Date: 10/4/17

__Signed_____

Vanessa Salter, Employee, IP Australia

47 Bowes Street, Woden, ACT, 2606

Date: 7/4/17

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SALARY AND RELATED ENTITLEMENTS

SALARY DURING THE LIFE OF THE AGREEMENT

- 9) On and from the Commencement Date of this Agreement, employees will be moved to the new pay rates set out in Attachment A, B, or C. The following salary increases will be payable under this Agreement:
 - a) 3.0% with effect on and from the Commencement Date;
 - b) a further 2.0% with effect from the first full pay period twelve months after the Commencement Date;
 - c) a further 1.0% with effect from the first full pay period eighteen months after the Commencement Date.
- 10) The EL2 achievement bonus will be removed and will be replaced with a one-off 3.7% salary increase for EL2s with effect from the Commencement Date. The transition provisions of clause 11) will apply.
- 11) If the Commencement Date of this Agreement is before 30 June 2017, EL2 employees will be eligible for a pro-rata Achievement Bonus calculated in accordance with clause 58.5 (b)(ii) of the *IP Australia Enterprise Agreement 2011-2014* and the EL2 Performance Management Guidelines, Sections 5 and 6, dated 12 March 2015.

CLASSIFICATION STRUCTURE AND BROADBANDING

- 12) Classifications used in IP Australia are as set out in **Attachments A, B, and C**. Classifications reflect the eight-level APS structure (**Attachment A**), the IP Australia-specific Patent Examiner classification structure (**Attachment B**) and Training Classifications (**Attachment C**).
- 13) The IP Australia classification structure includes broadbands which have been made, are exercised and may be revoked under the *Public Service Classification Rules 2000*. The Trade Marks, Designs and Plant Breeder's Rights Broadband is at **Attachment B**.
- 14) The Director General may approve other broadbands through the life of this Agreement. Further information about Broadbands can be found in IP Australia's Broadband policy and procedures.

METHOD OF SALARY PAYMENT

- 15) An employee's fortnightly salary is paid in arrears by electronic funds transfer into a financial institution of their choice within Australia. Access to the financial institution must be available to the pay processing system being used by IP Australia at the time.
- 16) The fortnightly salary is calculated using the following formula:
 - a) $\text{Fortnightly salary} = \text{Annual salary} \times 12 / 313$

SALARY ON ENGAGEMENT, PROMOTION OR TRANSFER

- 17) When an employee commences in or is promoted within IP Australia, salary will be payable at the minimum of the pay scale applicable to the employee's classification.

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- 18) The Director General may authorise payment of a higher salary:
- a) where the experience, qualifications and skills of the employee warrant payment of salary above the minimum rate for the employee's classification; or
 - b) where the employee's salary at their previous APS or Parliamentary Service agency, exceeds the maximum rate payable by IP Australia, at the employee's higher salary, until the rate payable by IP Australia for the employee's classification payable under this Agreement meets or exceeds that amount.
- 19) Subject to clause 18) an employee will not be financially disadvantaged on promotion or transfer to or within IP Australia.

SALARY ON REDUCTION

- 20) When an employee transfers to a lower classification, either on a temporary or permanent basis, previous periods of service at that or a higher classification will be taken into account by the Director General in determining the pay point.

IRREGULAR EMPLOYMENT LOADING

- 21) A non-ongoing employee engaged for duties that are irregular or intermittent in nature will be paid an additional 20% of their hourly rate of pay in lieu of leave accruals (except Long Service Leave) and payment for public holidays not worked.

SUPPORTED WAGE SYSTEM

- 22) This clause sets out the conditions which apply to employees who because of the effects of a personal disability may be eligible for a supported wage.
- 23) Eligible employees shall be paid the percentage of salary that corresponds to their assessed productive capacity, provided that the minimum amount payable shall not be less than \$82 per week or an amount determined by the Fair Work Commission's Minimum Wage Panel.
- 24) Assessment of productive capacity shall be by IP Australia and a representative nominated by the employee, in consultation with the employee. The assessment will be recorded in an *Assessment Instrument*.
- 25) IP Australia will lodge agreed *Assessment Instruments* with the Fair Work Commission (FWC).
- 26) Reviews of assessment of an employee's productive capacity will be conducted annually or earlier on reasonable request consistent with the Supported Wage System.

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SALARY FOR SUPERANNUATION PURPOSES

- 27) The rate of salary for superannuation purposes is in accordance with the rules of either:
 - a) the *Superannuation Act 1976* (for CSS members); or
 - b) the *Superannuation Act 1990* (for PSS members).
- 28) For ordinary employer sponsored members of the Public Sector Scheme Accumulation Plan (PSSap) and for the purposes of the Trust Deed and Rules under the *Superannuation Act 2005* the Fortnightly Contribution Salary is as though the employee had been a PSS member.

SUPERANNUATION EMPLOYER CONTRIBUTION

- 29) IP Australia will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 30) The default superannuation scheme for new employees will be the Public Sector Superannuation Accumulation Plan (PSSap), however IP Australia recognises choice of fund.
- 31) Employer contributions to the PSSap will be 15.4% of the employee's fortnightly contribution salary. Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in the PSSap. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions. Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that do not count as service, unless otherwise prescribed.
- 32) IP Australia may limit superannuation choice to funds which:
 - a) are complying and registered superannuation funds; and
 - b) make satisfactory arrangements for the acceptance of payments from IP Australia and for information transfer between IP Australia's payroll and the fund.

SALARY PACKAGING

- 33) Salary packaging on a salary sacrifice basis is available to all employees. Further information on salary packaging may be found in IP Australia's Guide to Salary packaging.
- 34) While IP Australia will meet reasonable, internal administrative costs, any costs directly associated with salary packaging must be met by the employee.
- 35) Where the employee takes up the option of salary packaging, the employee's salary for the purposes of superannuation, severance and termination payments and any other purpose, will be determined as if the salary sacrifice arrangements had not been entered into.

OVERTIME

- 36) Overtime occurs when an APS level employee is authorised to perform extra duty outside their standard ordinary hours of duty and the employee is either:
 - a) directed to perform overtime and has no discretion as to the hours it is performed; or

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- b) authorised to work overtime, has some discretion as to when they perform that extra duty and the timing is agreed prior to the overtime being worked.
- 37) Regardless of whether the overtime is continuous or not continuous with the employee's standard ordinary hours of duty, an employee will be eligible for payment at the relevant rate for the hours worked. In determining whether an overtime attendance is or is not continuous with standard ordinary hours of duty, or is or is not separate from other duty, meal periods will be disregarded.
- 38) Wherever possible, the Director General's written authorisation should be obtained prior to the extra duty being worked. If circumstances do not permit this, the extra duty must be retrospectively approved in writing.
- 39) Where an employee is directed under clause 36)a) to work overtime and the overtime is not continuous with the employee's normal hours of work, the minimum payment will be four hours at the relevant overtime rate.
- 40) The minimum period for payment in clause 39) does not apply to overtime approved under clause 36)b), directed overtime performed while On Call (clause 50) or to emergency duty (clause 52).

OVERTIME AND FLEX

- 41) Employees working overtime who have a flex debit in excess of ten hours on the day the overtime is worked will not be eligible for overtime payment until and unless the flex debit has been reduced to ten hours or less. Such debits are to be reduced by the period of overtime worked with the reduction being calculated at the applicable overtime rate.
- 42) All eligible employees working overtime who do not have a flex debit in excess of ten hours on the day the overtime is worked have the option to take their overtime entitlement as time-off in lieu calculated at the applicable overtime rate. Where time off in lieu of payment has been agreed and employees have not been granted that time off within four weeks (or another agreed period) due to operational requirements, payment of the original overtime entitlement may be made.

OVERTIME AND TIME OFF IN LIEU - ELIGIBILITY

- 43) Overtime rates are payable for work performed at the authorisation, or at the direction of, management in the following circumstances:
 - a) for work performed on Monday to Friday before 7.00am and/or after 7.00pm and/or after an employee has worked 7 hours 21 minutes on that day;
 - b) for work performed on Monday to Friday between 7.00am and 8.30am where an employee worked before 7.00am on that day;
 - c) for work performed on Monday to Friday between 5.00pm and 7.00pm when the employee worked after 7.00pm on that day;
 - d) for work performed on a Saturday, Sunday or public holiday; and
 - e) for work performed beyond the agreed hours of part time employees.
- 44) For the purposes of clause 43)a) the 7 hours 21 minutes worked may comprise standard ordinary hours of duty, flextime and/or TOIL.

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OVERTIME AND TIME OFF IN LIEU - RATES

- 45) Overtime is paid based on an employee's annual salary. Overtime rates are as follows:
- a) **Monday to Saturday:** Time and a half
 - b) **Sunday:** Double time
 - c) **Public Holidays:** Time and a half in addition to single time payment for the day (Mon to Fri Standard Hours)
 - d) **Public Holidays:** Double time and a half (Sat, Sun and outside Standard Hours)
- 46) If overtime is worked over midnight and a higher rate of overtime applies on one of the days, the overtime payment will be calculated at the higher rate.
- 47) The hourly rate for overtime payment will be ascertained by applying the following formulas:
- a) **Time and a half rate:**
 - i) $\text{Annual Salary}/313 \times 6/36.75 \times 3/2$
 - b) **Double time rate:**
 - i) $\text{Annual salary}/313 \times 6/36.75 \times 2/1$
 - c) **Double time and a half rate:**
 - i) $\text{Annual Salary}/313 \times 6/36.75 \times 5/2$
- 48) See also clauses 74) to 76) for payment of meal allowance during periods of paid overtime.

PROPER BREAKS

- 49) An employee who has worked extra duty may be unable to have a proper break before recommencing duty. A proper break is eight hours plus reasonable traveling time between finishing the overtime duty and recommencing duty. If such a situation does occur the employee should absent themselves from duty without any loss of salary or flextime until the break is taken. In exceptional circumstances only, the employee may be directed to recommence duty before the break has been taken. The employee will then be paid salary at the rate of double time until a proper break has been taken. This clause does not apply to employees receiving on call allowance (clause 50) or employees on emergency duty (clause 52).

ON CALL

- 50) The Director General may direct an ongoing employee to remain contactable and available to perform extra duty outside their normal hours of work. Employees so directed will receive an on call allowance of \$56.54 per day. Employees on call on a Public Holiday will receive double this amount.
- 51) If an employee is required to perform duty during the period they are on call, the following minimum overtime payments will apply:
- a) one hour at the relevant rate where the employee does not return to their workplace; and
 - b) three hours at the relevant rate where the employee returns to their workplace.

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EMERGENCY DUTY

- 52) When an employee is unexpectedly required to return to duty in an emergency or unanticipated situation (that is, they are not on call) the employee will be paid at one and a half times the relevant rate plus reasonable travel time from their residence to their place of duty and return. Payment will be for a minimum of three hours. When an employee is unexpectedly required to return to duty in an emergency situation the employee may claim reimbursement for expenses incurred because of the recall. For EL employees refer to clause 55).

APPLICATION OF MINIMUM PAYMENT PROVISIONS

- 53) Clause 36) (Overtime), clause 50) (On Call) and clause 52) (Emergency Duty) contain minimum payment provisions. In all cases, where more than one attendance is involved, the employee will receive the lesser of:
- a) payment in accordance with the minimum payment provisions; or
 - b) payment as if the extra duty was continuous from the commencement of the first attendance to the cessation of the last attendance.
- 54) The reference to attendance also applies to employees performing overtime while on call where the employee does not return to their workplace.

EXTRA DUTY – EXECUTIVE LEVEL EMPLOYEES

- 55) Executive Level employees and equivalents are not generally entitled to payment for extra duty. The Director General may approve payment for on call, emergency duty and/or overtime or may approve Time Off in Lieu (TOIL) to employees at the Executive levels where exceptional circumstances warrant such action. Any such approval is subject to review and variation, and entitlements provided will be in accordance with clauses 36) to 54) of this Agreement.

ALLOWANCES AND REIMBURSEMENTS

ADJUSTMENT OF ALLOWANCES

- 56) Except as specified in this Agreement allowance rates subject to update during the life of this Agreement will be adjusted as indicated in **Attachment D**.
- 57) Further information on Allowances may be found in IP Australia's *Allowance policy and procedures*.

HIGHER DUTIES ALLOWANCE

- 58) An ongoing employee may be directed to perform duties at a higher classification level for a specified period of time. Higher duties allowance is payable for the entire period of direction' where the period of direction exceeds two weeks.
- 59) An ongoing employee who is assigned to perform all the duties of a higher classification will be paid at the minimum salary point for the higher classification unless the employee's annual salary exceeds the bottom of the range in the classification for which the higher duties is to be paid, the next higher pay point will apply, or the Director General determines otherwise.
- 60) The provisions of this Agreement in relation to pay point advancement (clause 120) also apply in determining pay point advancement for ongoing employees on higher duties. The qualifying period of twelve months for pay point advancement can be met by continuous higher duties or broken periods amounting to twelve months over a twenty-four-month period. Pay point advancement achieved in accordance with these provisions is retained for further periods of higher duties, provided that there is not a two-year break in between periods of paid higher duties. Where a two-year break occurs the employee reverts to the minimum pay point in the higher duties salary range.
- 61) Higher duties allowance is included in salary for extra duty and may count as salary for superannuation purposes in accordance with the relevant legislation.
- 62) The higher duties allowance provisions of this Agreement do not apply within a broadband.

EXECUTIVE LEVEL 2 (EL2) - ADDITIONAL RESPONSIBILITY ALLOWANCE

- 63) EL2 employees whose duties involve supervision of one or more other EL2 employees will receive an allowance of \$3,500 per annum paid on a fortnightly basis.
- 64) This allowance is not included in salary for overtime but does count as salary for superannuation purposes.
- 65) Payment of the allowance is continued during periods of paid leave. Where leave is on reduced pay or without pay the allowance is proportionally reduced or withdrawn.
- 66) Payment of the allowance will be discontinued for any period of acting in the Senior Executive Service (SES) which attracts additional remuneration in excess of the amount of the allowance.

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FIRST AID, EMERGENCY CONTROL, EQUITY AND DIVERSITY CONTACT OFFICER AND HEALTH AND SAFETY REPRESENTATIVES ALLOWANCES

- 67) Where the Director General is satisfied that an employee:
- a) possesses a current first aid qualification and continuing ability with that qualification to be a First Aid Officer and the employee has first aid responsibilities and agrees to discharge those responsibilities in respect of all other employees; or
 - b) has current Emergency Control Officer training and continuing ability to be an Emergency Control Officer and the employee has emergency control responsibilities and agrees to discharge those responsibilities in respect of all other employees; or
 - c) has been appointed as an Equity and Diversity Contact Officer, having completed the training course specific to that role and agrees to discharge those responsibilities in respect of all other employees; or
 - d) is duly elected as a Health and Safety Representative or a Deputy Health and Safety Representative in accordance with the relevant occupational health and safety legislation having completed the training course specific to that role;

the employee will be paid an allowance of \$645.70 per annum, for each role held, to be paid fortnightly.

- 68) These allowances are not included in salary for overtime, penalty payments or any productivity bonus payments but do count as salary for superannuation purposes.
- 69) Payment of these allowances is continued during paid leave for periods up to three months except for long service leave where payment is continued as prescribed by the *Long Service Leave Regulations*. Where leave is on reduced pay or without pay, the allowance is proportionally reduced or withdrawn.

PATENT DOCUMENT TRANSLATION ALLOWANCE

- 70) A Patent Examiner or Senior Patent Examiner who has been directed in writing by the Commissioner of Patents to translate disclosures from French, German or other languages as required by IP Australia in its capacity as an International Searching Authority will be paid an annual allowance at the rate of \$946.60 per annum while the direction continues in force.
- 71) This allowance does not count as salary for overtime or on call duty but does count as salary for superannuation purposes.
- 72) Payment of the allowance is continued during periods of paid leave. Where leave is on reduced pay or without pay the allowance is proportionally reduced or withdrawn.
- 73) The allowance is not payable beyond three months if a Patent Examiner or Senior Patent Examiner temporarily moves into a position not involving patent examination unless the Commissioner of patents determines that it continues.

MEAL ALLOWANCE

- 74) If employees are required to work extra duty and it has been more than five hours since their last meal break, the employee will be required to take a meal break of a minimum of 30 minutes and a maximum of 60 minutes. If an

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employee works beyond the meal period and takes a meal break they will be paid an allowance of \$27.10. Payment will be made through the salary system.

- 75) For the purposes of clause 74) the meal period means the following periods:
- a) 7.00 am to 9.00 am;
 - b) 12 noon to 2.00 pm;
 - c) 6.00 pm to 7.00 pm; and
 - d) Midnight to 1.00 am.
- 76) Meal allowance is not payable to employees working on a teleworking arrangement.

REIMBURSEMENT FOR GLASSES

- 77) An employee whose job involves significant screen based work may be eligible for reimbursement of the reasonable cost of a pair of glasses. The reasonable cost for the purposes of this Agreement is \$255.30.

RELOCATION

- 78) The Director General may approve payment of reasonable costs to employees who relocate on joining IP Australia or who are required by IP Australia to move from one locality to another for a minimum period of 13 weeks.
- 79) Further information on relocation entitlements may be found in IP Australia's *Guide to Allowances* and IP Australia's *Guide to Relocation*.

LOSS, DAMAGE AND INDEMNITY

- 80) The Director General may approve reimbursement to an employee for loss or damage to clothing or personal effects which occurred in the course of the employee's work.

HEALTH AND WELLBEING PAYMENT

- 81) The Health and Wellbeing payment will be an annual re-imbusement to ongoing and non-ongoing employees to encourage their participation in health related lifestyle activities including Quit Smoking Programs. The payment is available to:
- a) ongoing employees;
 - b) non-ongoing employees with at least 12 months continuous service.
- 82) Payment is to a maximum of \$150 for Canberra employees and \$200 for those employees at MPEC and on OPW arrangements.
- 83) Payment is payable on a financial year basis and is for expenses incurred in that year. Payment is made on production of receipts for health related lifestyle expenses.

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PRIOR SERVICE AND SEPARATION ENTITLEMENTS

PRIOR SERVICE AND ACCRUED LEAVE

- 84) Where an employee joins IP Australia as an ongoing or non-ongoing employee on or after the Commencement Date from an employer staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999* or the ACT Government Service, accrued annual leave and personal/carer's leave (however described) will be transferred or recognised provided there is no break in continuity of service.
- 85) The entitlement to these accrued credits of leave and any future entitlements to annual leave and personal leave are those under this Agreement.

SEPARATION FROM EMPLOYMENT

- 86) The following clauses apply to an IP Australia employee covered by this Agreement who terminates employment with IP Australia and separates from APS employment:
- a) **EL2 Additional Responsibility Allowance.** The EL2 additional responsibility allowance is included as salary for payment of entitlements on separation.
 - b) **First Aid, Emergency Control Officer, Equity and Diversity Contact Officer, and Health and Safety Representative Allowances.** The first aid, emergency control officer, equity and diversity contact officer and health and safety representative allowances are included as salary for payment of entitlements on separation.
 - c) **Higher Duties Allowance.** If an employee is on higher duties on the date of separation of employment the following will apply:
 - i) where the employee has been performing higher duties for a continuous period of at least twelve months on the date of separation, the higher duties allowance will be included as salary for the payment of entitlements on separation.
 - d) **Patent Document Translation Allowance.** The patent document translation allowance is included as salary for payment of entitlements on separation.
 - e) **Flextime.** Up to 10 hours flextime credit shall be paid out on separation at the single time rate. Any excess credits above 10 hours are forfeited on separation. Flex debits on separation are deducted on an hour for hour basis from final monies.
 - f) **Annual and Long Service Leave.** Annual leave credits will be paid in lieu on separation. Long service leave will be paid in lieu on separation in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*
 - g) **Death of Employee.** When an employee dies, or the Director General determines that an employee will be presumed to have died on a particular date, payment will be made to the dependents or partner or the legal personal representative of the former employee of an amount that would have been paid if the employee resigned or retired. Long service leave will be paid out in accordance with the *Long Service Leave (Commonwealth*

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Employees) Act 1976 and any monies owing to the Commonwealth as a result of advanced annual leave salary will be waived.

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WORKPLACE PARTICIPATION, CONSULTATION AND DISPUTE RESOLUTION

FREEDOM OF ASSOCIATION

- 87) The parties agree that the right for an employee to belong to, or engage with, a union will be respected, as will the right for an employee not to belong to, or not engage with, a union. The role of workplace delegates will be respected and facilitated in accordance with the *Fair Work Act 2009*.

CONSULTATION IN IP AUSTRALIA

- 88) In making decisions which affect employees, whether in relation to matters covered by this Agreement or in relation to broader matters, IP Australia is committed to consulting with affected employees and where they choose, their representatives. The role of any chosen representative will be respected and facilitated. Further information on consultation arrangements in IP Australia may be found in the *Guide to Workplace Participation*.

CONSULTATION ON MAJOR CHANGES

- 89) This term applies if IP Australia:
- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to IP Australia's business that is likely to have a significant effect on IP Australia's employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 90) For a major change referred to in clause 89) a):
- a) IP Australia must notify the relevant employees of the decision to introduce the major change; and
 - b) clauses 91) to 97) apply.
- 91) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 92) If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise IP Australia of the identity of the representative, IP Australia must recognise the representative.
- 93) As soon as practicable after making its decision, IP Australia must discuss with the relevant employees the introduction of the change, the effect the change is likely to have on the employees, and measures IP Australia is taking to avert or mitigate the adverse effect of the change on the employees.
- 94) For the purposes of the discussions IP Australia will provide in writing to the relevant employees all relevant information about the change including the nature of the change proposed, information about the expected effects of the change on the employees, and any other matters likely to affect the employees.
- 95) However, IP Australia is not required to disclose confidential or commercially sensitive information to the relevant employees.

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- 96) IP Australia must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 97) In this term a major change is likely to have significant effects on an employee if it results in:
- a) The termination of employment of employees;
 - b) major changes to the composition, operation or size of IP Australia's workforce or in the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or job tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 98) For the purposes of a change referred to in clause 89) b) IP Australia must notify the relevant employees of the proposed change, and the procedures in clauses 99) to 103) will apply.
- 99) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 100) If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise IP Australia of the identity of the representative, IP Australia must recognise the representative.
- 101) As soon as practicable after proposing to introduce the change, IP Australia must discuss with the relevant employees the introduction of the change, all relevant information about the change including the nature of the change, information about what IP Australia reasonably believes will be the effects of the change on the employees and invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 102) However, IP Australia is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 103) IP Australia must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 104) In this term *relevant employees* means the employees who may be affected by a change referred to in clause 89).

CORPORATE AND GROUP LEVEL CONSULTATION

- 105) The parties agree to Group level consultative committees and the IP Australia Workplace Committee (the WPC).
- 106) The WPC will comprise representatives of both the employer and employees and be consulted on matters relating to the implementation and application of this Agreement.
- 107) The WPC will maintain an agreed Terms of Reference and a protocol. Where required, amendments to the Terms of Reference will be agreed by the WPC.

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DISPUTE RESOLUTION

- 108) If a dispute relates to a matter arising under this agreement, or the National Employment Standards (NES), the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor.
- 109) If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clause 108), a party to the dispute may refer the matter to the FWC.
- 110) The FWC may deal with the dispute in 2 stages:
- a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - i) arbitrate the dispute; and
 - ii) make a determination that is binding on the parties.
- 111) If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.
- 112) The agency or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.
- 113) While the parties are trying to resolve the dispute using the procedures in this term:
- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) an employee must comply with a direction given by the Director General to perform other available work at the same workplace, or at another workplace, unless:
 - i) the work is not safe; or
 - ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii) the work is not appropriate for the employee to perform; or
 - iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 114) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

TERMINATION OF EMPLOYMENT

- 115) Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures addressed in clauses 108) to 114) of this Agreement.

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PERFORMANCE MANAGEMENT

- 116) All employees are to participate in the performance management process.
- 117) The performance management process:
- a) sets performance expectations;
 - b) provides for monitoring performance and providing performance feedback;
 - c) provides for rating employee performance; and
 - d) helps support and manage employees where performance is poor.
- 118) The key principles of the performance management arrangements are to foster a performance culture by:
- a) linking organisational efforts to corporate outcomes through a shared and agreed understanding of what needs to be achieved;
 - b) identifying, measuring and improving performance against corporate goals;
 - c) recognising that both quantitative and qualitative measures will be used to measure performance;
 - d) providing a mechanism to facilitate communication and feedback on performance;
 - e) identifying and meeting development and career planning needs of employees; and
 - f) providing a sound basis for pay point advancement.
- 119) Further information on performance management arrangements can be found in the *ACHIEVE Program policy*, the *ACHIEVE Program in operation procedure* and the *Unsatisfactory performance process* documents.

PAY POINT ADVANCEMENT

- 120) An employee may be entitled to receive pay point advancement and progress one pay point within the pay scale for the employee's classification after 12 months of paid service at a particular IP Australia pay point.
- 121) Pay point advancement is conditional upon the employee achieving a satisfactory rating or better under IP Australia's performance management arrangements.

STUDYBANK

- 122) IP Australia may offer assistance to employees. Further information on Studybank can be found in IP Australia's *Studybank policy and procedures*.

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FLEXIBLE EMPLOYMENT MODELS AND CONDITIONS

INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 123) IP Australia and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- a) the agreement deals with 1 or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) remuneration; and/or
 - vi) leave.
 - b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in 123) a); and
 - c) the arrangement is genuinely agreed to by the employer and employee.
- 124) The employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c) results in the employee being better off overall than the employee would be if no arrangement was made.
- 125) The employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv) states the day on which the arrangement commences.

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- 126) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 127) The employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the employer and employee agree in writing at any time.
- 128) Further information on individual flexibility arrangements may be found in IP Australia's *Guide to Individual Flexibility*.

STANDARD ORDINARY HOURS OF DUTY

- 129) Full-time employees covered by this Agreement, will have 36.75 hours per week (7 hours 21 minutes per day) as the standard ordinary hours of duty. For part-time employee, standard ordinary hours of duty are those agreed in their part-time work agreement.
- 130) Standard ordinary hours of duty are 8.30 am to 12.30 pm and 1.30 pm to 4.51pm. These hours are used to determine payment of salary, hourly rates and deduction of leave.

BANDWIDTH

- 131) The bandwidth during which employees may work standard ordinary hours of duty is 7.00am to 7.00pm Monday to Friday.
- 132) Employees may be directed to work outside this bandwidth (e.g. on a Saturday, Sunday or Public Holiday). The key consideration will be operational requirements. Clauses 36) to 55) of this Agreement will apply in such circumstances.
- 133) Where an employee is required to travel within Australia for the purposes of work and travel commences or concludes outside the bandwidth, hours spent travelling may be claimed as time off in lieu (TOIL) on a 1:1 basis, that is, one hour claimed for each hour outside the bandwidth. Travel within the bandwidth should be treated as normal working hours and recorded accordingly.
- 134) Work related travel time is not to be recorded as overtime and TOIL is to be taken as soon as practicable following the conclusion of travel.

WORKING PATTERNS

- 135) A supervisor and employee may agree to a different pattern of hours by which an employee will meet their standard ordinary hours of duty within the bandwidth, subject to the following requirements:
- a) an employee may only work a maximum of 10 ordinary hours per day; and
 - b) employees must not work for more than five consecutive hours without a meal break of at least thirty minutes.
- 136) The major consideration in deciding the pattern of hours is operational requirements. Other considerations include:
- a) meeting the requirements of internal and external clients;
 - b) impact on other employees in the work area; and

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- c) personal needs (including family responsibilities) of the employee.

ATTENDANCE

- 137) Employees will record on a daily basis their actual time of commencing and ceasing work and any breaks.
- 138) Employees working under the flextime provisions or EL1 TOIL arrangements of this Agreement are required to use the corporate electronic flextime sheet.
- 139) Employees not working under the flextime provisions will keep a record each day of their actual time of commencing and ceasing work and any breaks in a form which is readily available upon request.
- 140) Employees are required to notify their supervisor of unexpected absences as soon as possible.

UNAUTHORISED ABSENCES

- 141) Where an employee is absent from duty and the absence is not authorised by IP Australia, all pay and other benefits provided under this Agreement may cease to be available until the employee resumes duty or is granted leave.
- 142) All periods of unauthorised absence do not count for service and affect leave accrual and the eligibility date for pay point advancement.

FLEXTIME SCHEME

- 143) The formal flextime scheme applies to all employees in IP Australia at the APS1 - APS6 (and equivalent) and training classifications with the exception of employees on an Out Posted Worker (OPW) telework arrangement as allowed for under clause 162).
- 144) Employees on OPW have access to working flexibly in accordance with clause 152) (Flexible Working Arrangements)
- 145) Further information on flexible working arrangements including the review provisions in relation to reversion to standard hours (clause 156) can be found in IP Australia's *Flexible Working Arrangements policy and procedures*.
- 146) Although an employee may be working under the flextime provisions of this clause, all leave for full time employees is calculated on the basis of standard hours.

FLEX BALANCE

- 147) Employees may carry over a maximum flex credit equivalent to their normal weekly hours from the end of each accounting period to the next. That is, for a full time employee the maximum carry over will be 36.75 hours (7 hours and 21 minutes per day). Part-time employees can carry over a maximum equivalent to half their approved fortnightly hours.
- 148) All employees may carry over a maximum debit of ten hours. The amount by which the maximum flex debit at the end of the accounting period is exceeded should be treated as leave without pay or annual leave and appropriate salary action taken.

FLEX LEAVE

- 149) The flextime accounting period is four weeks, commencing on alternate paydays. Employees may take the equivalent of a maximum of five standard

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days flex leave per flextime accounting period provided that no more than five consecutive working days may be taken at any one time.

- 150) Employees must receive prior approval from their supervisors before taking flex leave. Flex leave may be approved subject to the operational requirements of the work area and, wherever possible, taking account of the personal needs of the employee.
- 151) Wherever possible, employees are encouraged to use flex leave to cover part day absences.

EL2 AND OPW FLEXIBLE WORKING ARRANGEMENTS

- 152) EL2 employees and employees working under an OPW arrangement will work under a system of Flexible Working Arrangements.
- 153) Under Flexible Working Arrangements, ordinary full time hours of work are an average of 36.75 hours per week and may include such reasonable additional hours as are necessary to achieve agreed outcomes.

EL1 TIME OFF IN LIEU (TOIL) ARRANGEMENTS

- 154) EL1 employees will have access to TOIL arrangements for additional hours worked within the bandwidth of 7.00am to 7.00pm Monday to Friday with the exception of extra duty approved under clause 55).
- 155) Under clause 154) EL1 employees are entitled to be compensated with time off on an hour for hour basis for additional hours worked within the bandwidth, that is, for time worked in excess of 7hrs 21 minutes per day.

REVERSION TO STANDARD HOURS

- 156) In the following circumstances, the Director General may remove an employee's access to flextime, EL1 TOIL or flexible working arrangements and the employee will revert to standard ordinary hours of duty as set out in clause 130) if:
 - a) it is considered that the employee's attendance is unsatisfactory; and/or
 - b) it is considered that the employee is misusing the flextime, EL1 TOIL or flexible working arrangements.

PART-TIME WORK

- 157) A part-time employee is one whose standard ordinary hours of duty are less than 147 hours over a four week period.
- 158) Proposals for part-time work may be initiated or terminated by agreement between the employee and the Director General. The Director General may approve employee requests for part-time work, subject to operational requirements. There is no obligation on either party to accept the proposal. All approved part time arrangements must be in writing. Where an application is refused the employee will be provided with reasons for refusal in writing within 21 days of the request being made.
- 159) Employees who are parents have access to part-time work for two years from the birth of their child or from the date of adoption/long term fostering of a child under the age of sixteen.

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- 160) Remuneration and other benefits for part-time employees are calculated on a pro rata basis, apart from allowances for which a reimbursement is made for the actual costs incurred.
- 161) All leave for part-time employees is calculated on the basis of the hours set out in their part-time work agreement.

TELEWORK

- 162) Telework is available to employees on a case by case basis having regard to operational arrangements.
- 163) The Director General will only approve a telework agreement if they are satisfied that such an agreement is:
- a) suitable for the work performed;
 - b) operationally and technically viable and have regard to any additional costs to IP Australia;
 - c) mutually agreed by the employee, their Director and General Manager; and
 - d) meets the required security and Work Health Safety standards.
- 164) IP Australia will meet travel and accommodation costs, and pay an incidentals allowance for such attendance based on the rates payable to employees undertaking domestic travel for work reasons.
- 165) Where an OPW arrangement, which has been in place for at least two years, is terminated for operational reasons, and the employee is required to relocate to the original base location, IP Australia will contribute to the employee's relocation costs to a maximum of \$6,000.
- 166) Further information on telework may be found in IP Australia's *Guide to Telework*.

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LEAVE

LEAVE MANAGEMENT

- 167) Further information on Leave provisions can be found in IP Australia's *Leave policy and procedures*.

ANNUAL LEAVE

- 168) Full time employees accrue an annual leave credit of 147 hours (20 days) for each completed year of paid service. This accrual is credited to employees' entitlements each fortnight. Part-time employees accrue annual leave credits on the basis of the hours set out in their part-time work agreement.
- 169) Except as otherwise provided for in this Agreement, if an employee takes a period or periods of authorised unpaid leave totalling more than 30 calendar days in any 12 month period, the total periods of unpaid leave will not count as service for the purpose of accruing annual leave. In all other cases, authorised leave without pay will count as service for the purposes of accruing annual leave. All periods of unauthorised leave do not count for service for the purposes of accruing annual leave.
- 170) When an employee is on annual leave on one or both sides of a public holiday there will be no deduction from their annual leave credits for the public holiday. Where an employee is on annual leave at half pay before and after a public holiday, payment for the public holiday will be made at full pay.

HALF PAY ANNUAL LEAVE

- 171) Employees may take their annual leave at half pay. The minimum period of annual leave to be taken at half pay is one week for a full time employee and the pro-rate equivalent of a week for part time employees. Leave taken under this provision counts as service for all purposes.
- 172) The period of half pay annual leave for which the employee is absent will be double the amount of leave deducted from the employee's leave credits.

EXCESS ANNUAL LEAVE

- 173) An employee who has accrued in excess of 55 days annual leave on 1 October each year will be directed to take annual leave until their annual leave credits are reduced to a maximum of 55 days. Leave credits are not subject to this clause while an employee is on over 2 weeks paid leave or on unpaid personal leave. Employees on such leave will have three months after their return to work to reduce the annual leave credits before this clause is applied.

'CASHING OUT' ANNUAL LEAVE

- 174) An employee may enter into a written agreement to cash out annual leave where the employee has used at least 10 days annual leave during the 12 month period immediately preceding the application and has a remaining balance of at least 4 weeks annual leave. The employee will be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

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PURCHASED LEAVE

- 175) Employees have access to a Purchased Leave Scheme which provides for up to a maximum of 4 weeks leave per year.
- 176) Unless approved by the Director General, an employee with an annual leave balance in excess of 55 days may not purchase leave under this clause.
- 177) All purchased leave taken by the employee will count for service for all purposes.

PERSONAL/CARER'S LEAVE

- 178) Full time employees accrue a personal/carer's leave credit of 147 hours (20 days) for each completed year of paid service. This accrual is credited to employees' entitlements each fortnight. Part-time employees receive credits on the basis of the hours set out in their part-time work agreement.
- 179) Except as otherwise provided in this Agreement, if an employee takes a period or periods of authorised unpaid leave totalling more than 30 calendar days in any 12 month period, the total periods of unpaid leave will not count as service for purpose of accruing personal/carer's leave. Any period of unauthorised leave does not count for service for the purpose of accruing personal/carer's leave.
- 180) Personal/carer's leave will be taken at full pay unless an employee requests to take the leave at half pay or without pay. All periods of paid personal/carer's leave count as service for all purposes. Where an employee is granted personal/carer's leave at half pay this will result in the period of personal/carer's leave for which the employee is absent being double the amount of leave deducted from the employee's leave credits.

PERSONAL/CARER'S LEAVE TYPES

- 181) Personal/carer's leave may be granted in the following circumstances:
 - a) sick leave: where the employee is ill or injured; or
 - b) carer's leave: to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - i) a personal illness, or injury, of the member; or
 - ii) an unexpected emergency affecting the member.
- 182) Where an employee (including a casual employee) does not have an entitlement to paid carer's leave, they will be entitled to 2 days unpaid carer's leave on each occasion when a member of the employee's immediate family or household requires care or support referred to in clause 181)b). The leave for a particular occasion can be taken as a single period or any periods to which the employee and the Director General agree. This leave will count for service for all purposes.

COMPASSIONATE LEAVE

- 183) Subject to providing appropriate documentary evidence an employee is entitled to:
 - a) three days paid compassionate leave on each permissible occasion where a member of an employee's immediate family or household suffers an

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injury, or contracts or develops a personal illness, which poses a serious threat to his or her life; or

- b) three days paid compassionate leave is available on each permissible occasion after the death of a member of an employee's immediate family or household.
- 184) The employee may take the period of leave for each permissible occasion as a single period or any separate periods to which the Director General and employee agree.

PERSONAL/CARER'S AND COMPASSIONATE LEAVE DOCUMENTARY REQUIREMENTS

- 185) When an employee applies for personal/carer's leave or compassionate leave the documentary evidence which may be accepted is as set out in the Definitions.
- 186) The Director General has the discretion to approve up to three consecutive days personal/carer's leave for illness, injury or caring purposes under clause 181) without documentary evidence.
- 187) Where the absence is for more than three consecutive days or the employee has taken 10 days or more of personal leave (with or without pay) without documentary evidence in the previous 12 months of paid service the employee must provide documentary evidence or the leave will be without pay.
- 188) The 10 days referred to in this clause is in relation to full time employees. For employees working part time it will be the equivalent of their normal fortnightly hours.
- 189) The Director General may direct an employee to provide documentary evidence for any period of personal/carer's leave taken by an employee. A direction will only be made for future periods of leave, and must be reviewed within six months of the original direction being made.

PERSONAL/CARER'S LEAVE SUBSTITUTION

- 190) Employees who are medically unfit for duty or require compassionate leave while on annual, long service leave, purchased leave or flex leave and who produce documentary evidence may apply for personal/carer's leave or compassionate leave. Annual, long service or flex leave will be re-credited to the extent of the period of leave granted.
- 191) Long service leave will only be re-credited for whole days and the period specified on the documentary evidence provided, that is, weekends will not be re-credited unless the documentary evidence specifically covers those dates.
- 192) An employee on other approved leave may apply to have their leave changed to personal/carer's leave if faced with documented caring responsibilities. Annual, long service leave, purchased leave or flex leave will be re-credited to the extent of the period of personal/carer's leave granted. Approval of personal/carer's leave in these circumstances is subject to the documentary requirements applying to carer's leave as set out in clauses 185) to 189) of this Agreement.

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MATERNITY LEAVE

- 193) An employee who is entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* (the MLA) is also entitled to an additional two weeks paid leave.
- 194) Approval may be given to spread the payment of paid maternity leave and the additional two weeks over a period of up to 28 weeks at a rate of no less than half normal salary. Any period beyond the first 14 weeks does not count as service for any purpose. This administrative arrangement does not extend the total of paid or unpaid maternity leave available under the MLA.
- 195) An employee in her third trimester has access to a car park at Discovery House at the applicable rate.
- 196) Further information on maternity leave may be found in IP Australia's *MATPAK*.

ADOPTION/FOSTER CARER'S LEAVE

- 197) An employee who has a period of qualifying service as per the *Maternity Leave Act 1973* is entitled to paid adoption/foster carer's leave of up to 14 weeks at full pay for the purposes of adopting/long term fostering a child.
- 198) Adoption/foster carer's leave may be taken at half pay and in one block or as separate absences over a 12 month period commencing from the date of adoption or placement of the child.
- 199) Where an employee elects to take paid adoption/foster carer's leave at half pay, a maximum of 14 weeks counts as service for all purposes.
- 200) Adoption/foster carer's leave will be approved on the basis that the employee is the primary carer and the child is:
 - a) under 16 years old at the time of placement or expected time of placement with the employee for adoption/fostering; and
 - b) is not a child of the employee or the employee's spouse or defacto partner; and
 - c) has not been in the custody or care of the employee or the employee's partner for six months or more at the day of placement or expected day of placement.
- 201) An employee is entitled to up to 2 days of unpaid pre-adoption/pre-fostering leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption/fostering of a child.
- 202) An employee who is entitled to a period of unpaid pre-adoption/pre-fostering leave is entitled to take the leave as:
 - a) a single continuous period of up to 2 days; or
 - b) any separate periods to which the employee and the employer agree.

PARENTAL SUPPORT LEAVE

- 203) Following the birth, adoption or long term fostering of a child, an employee who has parental responsibilities for the child but is not the primary carer may have access to two weeks paid leave in the first 12 months. Parental Support leave will count as service for all purposes.

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UNPAID PARENTAL LEAVE

- 204) To enable an employee, who is not covered by the provisions of the MLA, to care for a new born or newly adopted or fostered child, employees are entitled up to 52 weeks of unpaid parental leave.
- 205) In accordance with section 76 of the *Fair Work Act 2009* an employee who takes unpaid parental leave or maternity leave may request IP Australia to agree to an extension of unpaid parental leave for a further period of up to 12 months, up until the second anniversary of the date of birth of the child or date of fostering, immediately following the end of the available parental leave period.
- 206) Unpaid Parental leave does not count as service for any purpose.

RETURNING FROM MATERNITY, ADOPTION/FOSTER CARER'S OR UNPAID PARENTAL LEAVE

- 207) Where an employee returns to work after a period of Maternity, Adoption/Foster Carer's or Unpaid Parental leave, the employee will be assigned to the duties previously performed or to alternative duties where appropriate to the employee's skills and classification.

LONG SERVICE LEAVE

- 208) Long service leave is granted in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*. The minimum period of long service leave is 7 calendar days at full pay or 14 calendar days at half pay. Long service leave is not to be broken by other forms of leave unless required by legislation.

MISCELLANEOUS LEAVE

- 209) Employees may be granted miscellaneous leave in accordance with policy and procedures issued by IP Australia.

CULTURAL, CEREMONIAL AND NAIDOC LEAVE

- 210) IP Australia recognises that all employees have a range of cultural and ceremonial obligations that arise and employees may be granted unpaid Miscellaneous Leave for cultural and/or ceremonial purposes on a case by case basis.
- 211) To allow employees to meet obligations and participate in activities, Aboriginal and Torres Strait Islander employees are entitled to 5 days paid leave each year to participate in Cultural/Ceremonial/NAIDOC activities and may also be granted unpaid Miscellaneous Leave for these purposes on a case by case basis.

DEFENCE RESERVE LEAVE

- 212) An employee may be granted leave (with or without pay) to enable the employee to fulfill Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

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- 213) An employee is entitled to the following ADF Reserve leave arrangements for the purpose of fulfilling service in the ADF Reserve including training and operational duty as required:
- a) 20 working days leave on full pay each financial year for Reservists undertaking Defence service;
 - b) An additional 10 days leave on full pay per financial year to facilitate participation in additional ADF Reserve training, including induction requirements;
 - c) Additional leave for Defence service, either on a paid, unpaid or top up pay basis may be granted by the Director General;
 - d) Defence Leave entitlements can be accumulated and taken over a period of two financial years;
 - e) Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.
- 214) An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 215) Leave for paid and unpaid Defence service counts as service for all purposes with the exception of periods in excess of six months do not count as service for annual leave purposes.

COMMUNITY SERVICE LEAVE

- 216) Employees who are members of eligible community service organisations or absent from work for the purpose of performing community service activities have access to periods of paid leave, as determined by the Director General for:
- a) emergency services responses; and
 - b) reasonable travel time and recovery time associated with the activity.
- 217) Employees selected for jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory are entitled to paid leave for the duration of that service.
- 218) Employees who are members of an eligible community service organisation have access to periods of unpaid leave, as determined by the Director General, for:
- a) regular training; and
 - b) ceremonial duties.
- 219) Proof of attendance at an emergency, training or ceremonial event, and jury service is to be provided in support of any application for leave.

CANCELLATION OF LEAVE OR RECALL FROM LEAVE

- 220) Employees are required to gain prior approval for periods of annual leave, purchased leave and long service leave. When the Director General has formally approved such leave, the approval will only be cancelled or an employee recalled to duty in exceptional circumstances.

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- 221) If an employee's formally approved annual leave or long service leave is cancelled without reasonable notice or the employee is recalled to duty from such leave, the employee will be entitled to be reimbursed, as determined by the Director General for expenses incurred as a result of the cancellation or recall.

PUBLIC HOLIDAYS

- 222) Employees are entitled to public holidays declared by or under a law of a State or Territory to be observed in the locality at which the employee works in accordance with the *Fair Work Act 2009*.
- 223) Employees will observe the first business day after the Boxing Day public holiday as an additional holiday. Payment for the additional holiday will be made, and conditions applied in this Agreement, as if it were a public holiday.
- 224) Where the Director General and an employee agree that another day may be substituted for any holiday prescribed above (e.g. for religious purposes) and the employee cannot work on the day for which a substituted holiday has been granted, the affected employee will work make-up time to be agreed with the Director General, without entitlement to an overtime payment.
- 225) Public holidays will be paid at full pay unless the employee was on unpaid leave both sides of the public holiday for which no salary will be paid for the public holiday or the employee was on half pay long service leave both sides of the public holiday for which half pay will be paid for the public holiday.
- 226) Employees on temporary transfer to an interstate location or undertaking OPW will observe the public holidays in that location.

CHRISTMAS CLOSEDOWN

- 227) Employees will be granted paid leave without deduction from leave credits (ie stand down) for the two business days between Christmas Day and New Year's Day.
- 228) An employee who is directed to work over the two-day closedown period has the option of an overtime payment at time and a half or time off in lieu at time and a half. Time off in lieu is to be taken within four weeks or at an alternative time convenient to the employee and agreed with the Director General.
- 229) Employees who are required to work during this period will be given as much notice as possible. Where less than seven working days' notice is given, the employee will receive an overtime payment or time off in lieu at a rate of double time.
- 230) For the payment of on call duty (and any associated overtime), the two-day closedown period is treated as ordinary weekdays.

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FAMILY FRIENDLY WORKPLACE

FAMILY ASSISTANCE ARRANGEMENTS

- 231) IP Australia will provide vacation child care subsidy for accredited providers at \$28.40 per child per day of care for primary school age children. The amount is adjusted in accordance with **Attachment D**. To be eligible for this subsidy, the employee must be at work on the day for which they are claiming the subsidy except where the employee is on approved personal/carer's leave.
- 232) For the purposes of this clause, a child is considered primary school age from the January of the year they commence kindergarten until the date they would ordinarily commence high school.
- 233) Further information on Family assistance arrangements may be found in IP Australia's *Family Assistance policy and procedures*.

CARER'S ROOM

- 234) IP Australia provides a facility to enable employees to carry out aspects of their normal work while still caring for their dependants in emergency situations.
- 235) Further information on the Carer's Room may be found in IP Australia's *Family Assistance policy and procedures*.

LACTATION BREAKS

- 236) Employees can take reasonable time during working hours for lactation breaks.

EXTRA DEPENDANT CARE COSTS

- 237) In recognition of dependant care responsibilities the Director General may authorise the reimbursement of costs incurred arising from additional family care arrangements made necessary in exceptional circumstances.

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MANAGING EXCESS EMPLOYEES

MANAGING EXCESS EMPLOYEES

- 238) The following redeployment, retirement and redundancy (RRR) provisions will apply to excess and potentially excess employees of IP Australia. These provisions do not apply to:
- a) non-ongoing employees; or
 - b) ongoing employees who are on probation.
- 239) An excess staffing situation will exist where:
- a) there are a greater number of employees at a particular level than is necessary for the efficient and economical operations of IP Australia; or
 - b) the services of an employee cannot be used effectively because of technological or other changes in the work methods of IP Australia or structural or other changes in the nature, extent or organisation of the functions of the agency; or
 - c) the duties usually performed by an employee are to be performed at another locality and the employee is not willing to perform the duties at that locality and the Director General has determined that the excess employee provisions of this agreement apply to the employee.
- 240) Where such a situation has been identified, the Director General will establish which employees are potentially excess.
- 241) At the time of the offer of voluntary termination or as soon as possible thereafter but, in any event, no later than one month after the offer, employees(s) will be provided with Career Transition Assistance which will include:
- a) advice on the re-assignment and redundancy process;
 - b) a point of contact for individual queries;
 - c) assistance with identifying re-assignment opportunities; and
 - d) training/redeployment assistance.

EXCESS EMPLOYEES - CONSULTATION

- 242) IP Australia will inform an employee if they are likely to become excess and hold discussions with the employee which will include:
- a) the reasons they are likely to become excess;
 - b) redeployment options available, including possible referral to a relevant placement agency; and
 - c) voluntary and involuntary redundancy options.
- 243) If requested by the employee, an employee representative will be involved in these discussions.
- 244) The Director General may call for expressions of interest from employees who wish to be offered voluntary redundancy in lieu of those who do not wish to accept such an offer.

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VOLUNTARY REDUNDANCY

- 245) The Director General may make an offer of voluntary redundancy to the employees who are potentially excess to IP Australia's requirements:
- a) after the discussions referred to in clause 242) have been held; or
 - b) if the employee or, where they choose, their representative has declined to discuss the matter, at least 14 calendar days after the advice, in clause 242) that the employee is likely to become excess.
- 246) At the time of receiving the offer, the employee will be reimbursed up to \$450 for obtaining financial advice and provided with the following information:
- a) the amount of severance pay, pay in lieu of notice and leave credits;
 - b) the amount of their accumulated superannuation contributions and their options concerning superannuation for CSS and PSSdb members only; and
 - c) the taxation rules applying to the various payments.
- 247) An employee may be formally declared excess at the time the offer of voluntary redundancy is made or at the end of the election period referred to in clause 248).
- 248) From the date of the receipt of the above offer of voluntary redundancy, the employee will have one month in which to accept the offer. If the employee fails to respond within the one month period, they will be taken to have declined the offer.
- 249) Where the offer of voluntary redundancy is accepted, the Director General may, with the consent of the employee, give notice of termination of their employment under section 29 of the *Public Service Act 1999* before the end of the one month period. In such cases, salary and other pro rata benefits in lieu of the election period will be paid.
- 250) Only one offer of voluntary redundancy will be made to an excess employee in each exercise; that is, if they are redeployed in one exercise they are no longer excess. They may become excess in a new position.

PERIOD OF NOTICE

- 251) Where an employee agrees to voluntary redundancy, the Director General can approve the individual's termination of employment under section 29 of the *Public Service Act 1999* and upon approval, will give the required Notice of Retirement. The period of notice will be four weeks (or five weeks if the employee is over 45 years of age with at least two years of continuous service).
- 252) Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

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SEVERANCE BENEFIT

- 253) An employee who accepts an offer of voluntary redundancy and whose employment is terminated by the Director General under section 29 of the *Public Service Act 1999* on the grounds that they are excess to requirements is entitled to be paid:
- a) a sum equal to two week's salary for each completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards; and
 - b) a pro rata payment for completed months of service since the last completed year of service.
- 254) The minimum sum payable is four weeks' salary and the maximum sum payable is 48 weeks' salary.
- 255) The severance benefit will be calculated to take account of any period where the employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service.

PERIOD OF SERVICE FOR SEVERANCE PAY PURPOSES

- 256) Period of service for severance pay purposes means:
- a) service in IP Australia;
 - b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) that is recognised for long service leave purposes;
 - d) service with the Australian Defence Forces;
 - e) APS service immediately preceding deemed resignation, if the service has not previously been recognised for severance pay purposes; and
 - f) service in another organisation where an employee was transferred from the APS to that organisation with a transfer of function, or an employee engaged by that organisation to work within a function, is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.
- 257) For earlier periods of service to count, there must be no breaks between the periods of service, except where:
- a) the break in service is less than one month and occurs where an offer of employment (or notification of intention to offer employment) with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
- 258) Any period of service which ceased by way of:
- a) redundancy;
 - b) retirement on the grounds of invalidity;
 - c) inefficiency or loss of essential qualifications;

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- d) forfeiture of office;
- e) dismissal;
- f) termination of probationary period for reasons of unsatisfactory service; or
- g) voluntary retirement at or above the minimum retiring age (for superannuation purposes) applicable to the employee, or with the payment of a redundancy benefit or similar payment, or with an employer-financed retirement benefit

does not count as service for severance pay purposes.

- 259) In calculating the period of service, periods of leave without pay will be taken into consideration and may not count as service.

RATE OF PAYMENT FOR SEVERANCE PURPOSES

- 260) For the purpose of calculating payment of a severance benefit, salary will include:
- a) the employee's salary at the date of termination;
 - b) any higher duties allowance where the employee has been in receipt of the allowance for a continuous period of at least 12 months immediately preceding the date of termination; and
 - c) allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

ACCELERATED SEPARATION

- 261) IP Australia may offer an accelerated separation option to employees who have been identified as eligible to be made an offer of voluntary redundancy. This option provides employees whose employment is terminated under section 29 of the *Public Service Act 1999* within 14 days of receiving an offer of voluntary redundancy an amount of four weeks' salary (or five weeks salary for an employee over 45 years of age with at least five years continuous service) as payment in lieu of notice, as provided in clause 251).
- 262) Where an employee elects not to accept an offer of this option, the normal separation provisions apply.

RETENTION PERIODS

- 263) If an excess employee does not accept voluntary redundancy, the Director General shall not involuntarily terminate the employee's employment under section 29 of the *Public Service Act 1999* until either of the following retention periods has elapsed, the duration of which will be reduced by an amount equivalent to the National Employment Standards redundancy entitlement:
- a) 13 months where an employee has completed 20 or more years of service or is over 45 years of age; or
 - b) 7 months for other employees.
- 264) The retention period will commence on the day on which an employee is notified in writing that they are excess.

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- 265) If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period as set out in clause 263) above is reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards on termination, as at the expiration of the retention period (as adjusted by this clause).
- 266) During the retention period, IP Australia:
- a) Will continue to take reasonable steps to find alternative employment for the employee including referral to a relevant placement agency.
 - b) Will consider an excess employee in isolation from and not in competition with other applicants for the advertised vacancy within IP Australia to which an excess employee seeks transfer.
 - c) May, with 4 weeks' notice, transfer the excess employee to a lower level vacancy. Where an excess employee is reduced in classification before the end of the retention period, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period. The amount of income maintenance to be paid will be calculated in accordance with clause 260) for the remainder of the period that the excess employee would have occupied the higher position during the retention period.
- 267) During the retention period, the employee:
- a) will take reasonable steps to find alternative employment; and
 - b) actively participate in learning and development activities, trial placements or other arrangements to assist in obtaining a permanent placement.
- 268) The employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment. The Director General may approve such a request.
- 269) Where it is necessary as a result of transfer or reduction in classification for an excess employee to move the employee's household to a new locality, the employee may be entitled to reasonable expenses in accordance with IP Australia relocation provisions (clause 78) where these are not met by the prospective employer.
- 270) The retention periods under clause 263) will be extended by any periods of paid certificated leave for personal illness or injury taken during the original retention period. Any leave taken for these purposes during the period beyond the original retention period will not have any effect on extending the retention period. If considered appropriate a medical appointment will be made with a registered medical practitioner nominated by IP Australia and the excess employee will attend.
- 271) The specified periods of notice will be, as far as practicable, concurrent with the retention periods.

INVOLUNTARY TERMINATION

- 272) The Director General may not involuntarily terminate an excess employee's employment under section 29 of the *Public Service Act 1999* until the end of the retention period.
- 273) Where the Director General believes that there is insufficient productive work for an excess employee during the retention period, the Director General may, with the agreement of the excess employee, terminate the employee's employment under section 29 of the *Public Service Act 1999* and pay the

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balance of the retention period as a lump sum. Any such payment will be reduced by an amount equivalent to the employee's entitlement to redundancy pay under the National Employment Standards:

- a) the balance of the retention period as shortened by the National Employment Standards. This payment will be taken to include the payment in lieu of notice of termination of employment; and
 - b) an amount of redundancy pay as per the National Employment Standards.
- 274) An excess employee will not be terminated involuntarily if the employee has not been invited to accept an offer of voluntary redundancy or has elected to be retired but the Director General has refused to approve the retirement.
- 275) An excess employee will not be terminated involuntarily without being given four weeks' notice (or five weeks for an employee over 45 with at least five years of continuous service) of termination.
- 276) Excess employees will be informed of IP Australia's review mechanisms as action is taken.
- 277) Where an excess employee's employment is terminated, the only right of review against termination of employment shall be in accordance with the:
- a) Fair Work Act;
 - b) Other Commonwealth laws; and
 - c) common law.
- 278) Termination or the decision to terminate an employee cannot be reviewed under the disputes resolution procedures of this Agreement (clauses 108) to 115).

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ATTACHMENT A: RATES OF PAY

Classification	Pre-Commencement Date salary	Salary from Commencement Date 3.0%	Salary from 12 months after Commencement Date 2.0%	Salary from 18 months after Commencement Date 1.0%
	(\$)	(\$)	(\$)	(\$)
APS 1	43,549	44,856	45,754	46,212
	45,136	46,491	47,421	47,896
	46,723	48,125	49,088	49,579
	48,312	49,762	50,758	51,266
APS 2	50,087	51,590	52,622	53,149
	51,673	53,224	54,289	54,832
	53,256	54,854	55,952	56,512
	54,841	56,487	57,617	58,194
APS 3	56,307	57,997	59,157	59,749
	57,906	59,644	60,837	61,446
	59,503	61,289	62,515	63,141
	61,105	62,939	64,198	64,840
APS 4	62,653	64,533	65,824	66,483
	64,404	66,337	67,664	68,341
	66,155	68,140	69,503	70,199
	67,909	69,947	71,346	72,060
APS 5	69,764	71,857	73,295	74,028
	71,430	73,573	75,045	75,796
	73,095	75,288	76,794	77,562
	74,761	77,004	78,545	79,331

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APS 6	76,189	78,475	80,045	80,846
	79,643	82,033	83,674	84,511
	83,095	85,588	87,300	88,173
	86,548	89,145	90,928	91,838
EL1	95,631	98,500	100,470	101,475
	99,632	102,621	104,674	105,721
	103,630	106,739	108,874	109,963
	107,632	110,861	113,079	114,210
EL 2*	113,086	120,663	123,077	124,308
	119,331	127,327	129,874	131,173
	125,579	133,993	136,673	138,040
	131,830	140,663	143,477	144,912

* Note: EL2 salary rates at the Commencement Date include the increase at clause 10)

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ATTACHMENT B: EXAMINER OF PATENTS, TRADE MARKS, DESIGNS AND PLANT BREEDER'S RIGHTS - RATES OF PAY AND PAY POINT ADVANCEMENT PROVISIONS

Application

B.1. Attachment B applies to employees performing the duties of an Examiner of Patents, Trade Marks, Designs or Plant Breeder's Rights (Examiners) in IP Australia including employees who are progressing through the IP Rights Examiner Program (IPREP).

Examiner of Patents

B.2. An Examiner of Patents to which attachment B applies will be paid the pay rates in table B1.

Table B1 – Examiner of Patents rates of pay

Current Structure Pre Commencement Date Salary		Salary from Commencement Date	Salary from 12 months after Commencement Date	Salary from 18 months after Commencement Date
PP	\$	\$	\$	\$
1	72,171	74,337	75,824	76,583
2	74,007 Progression point 1	76,228	77,753	78,531
3	77,429 Progression point 2	79,752	81,348	82,162
4	79,512 Progression point 3	81,898	83,536	84,372
5	83,793	86,307	88,034	88,915
6	88,075	90,718	92,533	93,459
7	92,110	94,874	96,772	97,740
8	96,148	99,033	101,014	102,025
9	101,041	104,073	106,155	107,217

B.3. Examiner of Patents will commence on pay point 1 in table B1 unless the provisions of clause 18) apply. If the provisions of clause 18) apply then the

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employee will remain on that pay rate until such time as their salary is absorbed by pay increases under this agreement. The employee is still required to satisfy the advancement requirements in clauses B4 to B6.

- B.4. The Examiner of Patents will be required to satisfy the requirements as outlined in IPREP to advance to the following pay points in table B1:
 - a. pay point 2 (Progression point 1);
 - b. pay point 3 (Progression point 2);
 - c. pay point 4 (Progression point 3).
- B.5. To advance through pay points 5 to 8 Examiners of Patents will be subject to the normal provisions of the pay point advancement process at clause 120).
- B.6. An Examiner of Patents who has been at pay point 8 for 12 months and who has been assessed as either 'Silver', 'Gold' or 'Achieved Excellence' in at least two of their last five ratings and at least 'Green' or 'Overall Achievement' for the other three ratings will progress to pay point 9 in Table B1.

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Examiner of Trade Marks and Designs

B.7. An Examiner of Trade Marks and Designs to which attachment B applies will be paid the pay rates in table B2.

Table B2 – Examiner of Trade Marks and Designs Broadband pay rates

Pre commencement date salary PP \$		Commencement date 3.0% \$	Salary from 12 months after Commencement Date 2.0% \$	Salary from 18 months after Commencement Date 1.0% \$	APS Classification Equivalent	Progression Point
1	62,653	64,533	65,824	66,483	APS 4	
2	64,404	66,337	67,664	68,341		
3	66,155	68,140	69,503	70,199		1
4	69,764	71,857	73,295	74,028	APS 5	2
5	71,430	73,573	75,045	75,796		3 (AD)
6	73,095	75,288	76,794	77,562		
7	76,189	78,475	80,045	80,846	APS 6	
8	79,643	82,033	83,674	84,511	APS 6	
9	83,095	85,588	87,300	88,173		
10	86,548	89,145	90,928	91,838		
11	90,276	92,985	94,845	95,794		

B.8. Examiner of Trade Marks and Designs will commence on pay point 1 in table B2 unless the provisions of clause 18) apply. If the provisions of clause 18) apply then the employee will remain on that pay rate until such time as their salary is absorbed by pay increases under this agreement. The employee is still required to satisfy the advancement requirements in clauses B9 to B12.

B.9. The Examiner of Trade Marks and Designs will be required to satisfy the requirements as outlined in the IPREP to advance to the following pay points in table B2:

- a) pay point 3 (Progression point 1);
- b) pay point 4 (Progression point 2);
- c) pay point 5 (Progression point 3).

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- B.10. To advance from pay point 5 to pay point 6 in table B2 an Examiner of Trade Marks and Designs will be subject to the normal provisions of the pay point advancement process at clause 120).
- B.11. To advance from pay point 6 to pay point 7 in table B2 an Examiner of Trade Marks and Designs must demonstrate agreed proficiency and performance requirements over a minimum of four months at the APS 6 level and there is sufficient work at the higher classification level.
- B.12. To advance from pay point 7 through to pay point 10 in table B2, Examiners of Trade Marks and Designs will be subject to the normal provisions of the pay point advancement process at clause 120).
- B.13. An Examiner of Trade Marks and Designs who has been at pay point 10 for 12 months and who has been assessed as 'Silver', 'Gold' or 'Achieved Excellence' in at least two of their last five ratings and at least 'Green' or 'Overall Achievement' for the other three ratings will progress to pay point 11 in Table B2.

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Examiner of Plant Breeder's Rights

B.14. An Examiner of Plant Breeder's Rights to which attachment B applies will be paid the pay rates in table B3.

Table B3 – Examiner of Plant Breeder's Rights

Pre commencement date salary		Commencement date	Salary from 12 after Commencement Date	Salary from 18 months after Commencement Date	APS Classification Equivalent
PP \$		3.0% \$	2.0% \$	1.0% \$	
1	69,764	71,857	73,295	74,028	APS 5
2	71,430 Progression point 1	73,573	75,045	75,796	
3	73,095 Progression point 2	75,288	76,794	77,562	
4	76,189 Progression point 3	78,475	80,045	80,846	APS 6
5	79,643	82,033	83,674	84,511	
6	83,095	85,588	87,300	88,173	
7	86,548	89,145	90,928	91,838	
8	90,276	92,985	94,845	95,794	

B.15. Examiner of Plant Breeder's Rights will commence on pay point 1 in table B3 unless the provisions of clause 18) apply. If the provisions of clause 18) apply then the employee will remain on that pay rate until such time as their salary is absorbed by pay increases under this agreement. The employee is still required to satisfy the advancement requirements in clauses B16 to B17.

B.16. The Examiner of Plant Breeder's Rights will be required to satisfy the requirements as outlined in IPREP to advance to the following pay points in table B3:

- a) pay point 2 (Progression point 1);
- b) pay point 3 (Progression point 2);
- c) pay point 4 (Progression point 3).

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- B.17. To advance through pay points 5 to 8 Examiners of Plant Breeder's Rights will be subject to the normal provisions of the pay point advancement process at clause 120).
- B.18. An Examiner of Plant Breeder's Rights who has been at pay point 7 for 12 months and who has been assessed as either 'Silver' , 'Gold' or 'Achieved Excellence' in at least two of their last five ratings and at least 'Green' or 'Overall Achievement' for the other three ratings will progress to pay point 8 in Table B3.

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**ATTACHMENT C - TRAINING CLASSIFICATIONS – RATES OF PAY AND
ADVANCEMENT PROVISIONS**

Classification	PP	Pre-Commencement Date salary	Salary from Commencement Date	Salary from 12 months after the Date of Commencement	Salary from 18 months after the Date of Commencement
		(\$)	3.0 (\$)	2% (\$)	1% (\$)
Trainee and Trainee APS (Technical) (APS 1)	1	43,549	44,856	45,754	46,212
	2	45,136	46,491	47,421	47,896
	3	46,724	48,126	49,089	49,580
	4	48,312	49,762	50,758	51,266
Cadet – Full time Study (APS 1)	1	25,044	25,796	26,312	26,576
	2	25,838	26,614	27,147	27,419
Cadet- Work placement (APS 2)	1	50,087	51,590	52,622	53,149
	2	51,673	53,224	54,289	54,832
	3	53,256	54,854	55,952	56,512
	4	54,841	56,487	57,617	58,194
Graduate APS (APS 3)	1	56,307	57,997	59,157	59,749
	2	57,906	59,644	60,837	61,446
	3	59,503	61,289	62,515	63,141
	4	61,105	62,939	64,198	64,840

Salary on commencement

D1.1 Salary on engagement as a Trainee, Cadet or Graduate will be to the classification and salary specified in this Attachment.

Salary Advancement

D2.1 On successful completion of their course of study or training employees will be advanced as follows:

- a) Trainee APS (Technical) can be advanced to the minimum salary point of an APS 3 Level.
- b) Cadets will be advanced to the minimum point of the APS3 Level.

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- c) Cadets who are invited onto the Graduate Program will continue to be engaged as an APS3 and will be eligible for Paypoint Advancement under clause 120).
 - d) On successful completion of the Graduate Program, employees will be transferred to the relevant IP Australia Broadband and advanced under the terms of that Broadband.
- D2.2 Arrangements for the recruitment and advancement of employees in training classifications will be administered with regard to policy and procedures issued by IP Australia.

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ATTACHMENT D: ADJUSTMENT MECHANISMS – ALLOWANCES/RATES

Allowance	Adjustment mechanism
Minimum Supported Wage (Clause 23)	Adjusted in accordance with FWC Minimum Wages Panel
On Call Allowance (Clause 50)	Increased by salary increases during the life of the Agreement
First Aid Allowance (Clause 67)	Increased by salary increases during the life of the Agreement
Emergency Control Officer (Clause 67)	Increased by salary increases during the life of the Agreement
Equity and Diversity Contact Office (Clause 67)	Increased by salary increases during the life of the Agreement
Health and safety Representative (Clause 67)	Increased by salary increases during the life of the Agreement
Patent and Document Translation Allowance (Clause 70)	Increased by salary increases during the life of the Agreement
Meal Allowance (Clause 74)	Adjusted by the annual consumer price index (CPI) as provided by the Australia Bureau of Statistics for the year ending 30 June, to be paid from the first pay period commencing on or after publication of the annual CPI
Reimbursement for glasses (Clause 77)	Adjusted by the annual consumer price index (CPI) as provided by the Australia Bureau of Statistics for the year ending 30 June, to be paid from the first pay period commencing on or after publication of the annual CPI
Vacation care subsidy (Clause 231)	Increased by salary increases during the life of the Agreement

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