

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/38

TITLE: Sutherland Shire Certification Services' Building Employees
Enterprise Agreement

I.R.C. NO: 2001/8072

DATE APPROVED/COMMENCEMENT: 20 December 2001

TERM: 31 July 2004

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA00/94

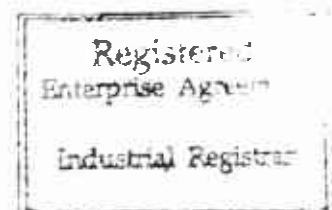
GAZETTAL REFERENCE: 28 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 15

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to Building Surveyors employed in the Certification Services Unit of
Sutherland Council

PARTIES: Sutherland Shire Council -&- The Environmental Health and Building Surveyors'
Association of New South Wales





ENTERPRISE AGREEMENT NO.

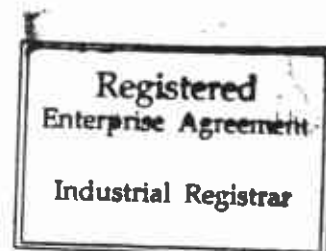
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Between the

SUTHERLAND SHIRE COUNCIL
(CERTIFICATION UNIT)

And

ENVIRONMENTAL, HEALTH AND BUILDING SURVEYORS' ASSOCIATION
OF NEW SOUTH WALES



Filed with the Industrial Registrar on

XXXX day of XXXXX

2001

PREAMBLE

Sutherland Shire Certification Services is a Business Service Unit of Sutherland Shire Council operating in the Environmental Services Division. The Unit is a commercial operation within the Division and there is a complete separation of duties between the activities of this Unit and those of the Environmental Assessment and Management Unit of the division. The unit is strongly competitive and customer focussed, with the 'applicant' being the Unit's principal customer.

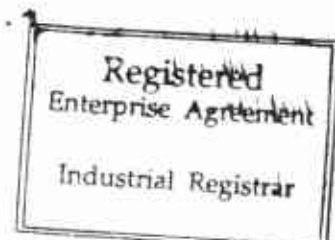
The work undertaken by the unit is in direct competition with privately accredited certifiers. The Unit undertakes council's statutory obligations in the area of certification of development under Part 4A of the Environmental Planning and Assessment Act 1979.

The Sutherland Shire Council Core Enterprise Agreement applies to the officers employed in the Sutherland Shire Certification Services Business Unit except as provided in this agreement.

This agreement is the result of a cooperative approach to Industrial Relations. It represents an important step in improving the overall performance of the Council, in providing the customers with excellent service, in providing employment security, education and training, career path development and a better work environment for employees.

The agreement recognises the gains already made through review, job redesign, total quality service and the Consultative Committee and commits the parties to continue these processes in a cooperative and consultative way.

It is agreed by the parties as follows: -



ARRANGEMENT

This Agreement is arranged as follows: -

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1. TITLE OF THE AGREEMENT

This Agreement shall be referred to as the Sutherland Shire Certification Services' Building Surveyors' Employees Enterprise Agreement.

2. PARTIES BOUND BY THIS AGREEMENT

An Enterprise Agreement made in accordance with:

- (a) the provisions of section 32-47 of the Industrial Relations Act 1996 and
- (b) the Principles for approving enterprise agreements as provided by section 33 (1) of the Act.

This Agreement shall apply to and be binding upon the:

- (i) Sutherland Shire Council
- (ii) Environmental Health and Building Surveyors' Association of NSW (EHABSA) – on behalf of the Building Surveyors employed in the Certification Services Unit whether they be EHABSA members or not.

3. SCOPE OF THIS AGREEMENT

- (a) This Agreement is to be read in conjunction with the Local Government (State) Award and its successors and the Sutherland Shire Council Core Enterprise Agreement.
- (b) Where this Agreement is inconsistent with this Award or the Core Enterprise Agreement then this Agreement shall prevail.
- (c) This agreement does not, nor will, have any effect on any existing policy, procedure or practice of the Council except in so far as it is specifically referred to herein.
- (d) Senior staff employed under an individual contract of employment are not covered by this agreement unless the contract specifically provides for it.
- (e) This agreement replaces Enterprise Agreement No 6051; dated 15 November 1999 filed with the Industrial Registrar.

4. DURESS

This Agreement was not entered into under any duress by any party to it.



5 COMMENCEMENT, DURATION and CONTINUATION

- (a) This Agreement shall operate from the date of registration by the Industrial Relations Commission to 31st July 2004.
- (b) This Agreement may be varied with the mutual consent of the parties during the nominated period of the agreement.
- (c) Once the fixed period of this agreement ends it is agreed that it will remain in force for a total period of 1 year from the date of registration by the Industrial Relations Commission unless either party wishes to further discuss any matter with a view to varying the agreement within this period. It is agreed that only if the circumstances contained in the agreement have substantially changed that the agreement would be varied.
- (d) This agreement replaces Enterprise Agreement 6051 dated 15th Day of November 1999.

6 INTERPRETATION AND REVIEW

It is the intention that this Agreement is written in Plain English, clearly understood and readily implemented.

However if there is any disagreement on the interpretation and implementation of any of the clauses then the matter in dispute is to be referred to an Interpretation and Appeals Committee.

The Committee membership will be:

- Director Environmental Services Division
- Manager Certification Unit
- Manager Personnel
- Three EHABSA Delegates who are members of the Certification Unit

In the event that one of the management representatives leaves Council's employment or is on extended leave a replacement nominated by the GM will be the substitute.

In the event that either of the above employee representatives leave Council's employ or are on leave, another EHABSA delegate who is a member of the Certification Unit will be the nominated alternative.

The quorum will be all members or their substitutes. Decisions will be made by consensus. If agreement cannot be reached the matter may be referred to the Industrial Commission.



7 COMMITMENT

The Union undertakes that for the life of this agreement, there shall be no further salary increase sought, or granted, except for those granted under the terms of this agreement.

This agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departure from the standards of the Industrial Relations Commission regarding hours of work, annual leave with pay and long service leave with pay.

The parties to this agreement are committed to ensuring all processes and strategies undertaken and implemented in accordance with this agreement will be in accordance with the requirements of EEO and OH&S Act and Local Government Act.

8 ANTI-DISCRIMINATION

- (i) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of the award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977.
 - (d) a party to the agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.



- (iv) This clause does not create legal rights or obligations in addition to those imposed upon parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

“Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms with the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of adherents of that religion.”

9 HOURS OF DUTY

Hours of work are based on a thirty-five (35) hour week. Additionally, five (5) hours of time must also be worked each week, which will be paid at the overtime rate of time and a half. The payment for the additional hours is included in the salary. The hours are to be worked over a five (5) day week.

The bandwidth for work hours will be 7am to 6pm Monday to Friday and 8am to 5pm Saturday. There will be no work on public holidays.

If sufficient demand exists the Manager may require an employee covered by this Enterprise Agreement, to work on no more than one Saturday in any three-week period. Such work will be included in the employee's base hours.

If an employee is required to work on any Saturday the employee is entitled to a day-in-lieu the following week.

So as to enable the coverage of hours Monday to Friday staggered hours of commencement will be necessary. The Manager, in consultation with staff, will resolve staggering of hours or, alternatively, a roster system may be developed at the discretion of the Manager.

Any work undertaken outside the bandwidth hours will be paid as overtime in accordance with the Council's Core Enterprise Agreement.

A 'flexi'day will be available for the staff of the unit, other than the Manager. The principles and conditions of Council's Flexible Working Hours Policy will apply, except as varied by this agreement.



A three (3) month leave roster, incorporating extended leave such as annual and long service leave, together with any proposed 'flexi' days must be prepared by the manager. Any staff expressing an interest in a 'flexi' day must nominate one (1) day off for each four (4) week period of the roster to enable the manager to ensure that there will be adequate coverage for anticipated workload for the period. The day off may be nominated as either full or half days or a combination of full or half days.

The bandwidth hours provided in this clause will allow the accumulation of hours to enable a 'flexi' day.

10 SALARIES

Suitable salaries to reflect the additional time and commitment required of staff will be paid.

The salary range for Certification Officer – Building Surveyor will be from \$52,000 pa to \$61,500 pa based on experience, qualifications and performance.

The salaries will be reviewed annually on the 1st March each year and any salary increases will be payable from the 1st July. The salary review will have regard to the market place salaries payable for similar positions and any changes to the Core Enterprise Agreement.

The salaries will be increased at least equal to the Local Government (State) Award increases but will be payable from the 1st July each year (following any award increase). It is intended that the salary increases on the 1st July each year will be sufficient to absorb any increase in the Local Government (State) Award. If this is not the case then the award adjustment will apply.

Council's existing Performance Appraisal System will be employed for the benefit of staff. Agreed qualitative and quantitative performance indicators will be established.

11 TEMPORARY AND CASUAL APPOINTMENTS

Due to the fluctuating nature of the building industry it will be necessary to appoint temporary and casual staff when workloads may exceed the resources of the business.

A temporary staff placement will be appointed for a fixed period, not exceeding six (6) months. At the completion of the appointment the service of the person is terminated and all salary and leave entitlements will be paid.

No redundancy payments will be payable.



Notwithstanding the foregoing, a second term of temporary appointment may be made, if required by the manager. No redundancy payments will be payable at the end of a second term.

The salary, terms and conditions detailed in this agreement will apply to all temporary appointments.

Casual placements will be made where, due to illness or employee leave, together with workload demands, a short-term appointment is deemed necessary by the manager. Such an appointment will be for the term of absence of the employee, together with any necessary training period.

Payment of the casual employee will be in accordance with the Core Enterprise Agreement except that the salary payable and the hours of work will be in accordance with this agreement. The minimum salary for the position, plus the Award casual loading, will be payable to a casual employee. No leave entitlements will be accrued.

12 LEAVE

Leave will be provided in accordance with the Sutherland Shire Council Core Enterprise Agreement.

No more than two employees will be authorised to take annual leave at anytime, except as approved by the Manager. The Manager, in determining additional leave, will have regard to the duties of the employees and the period of the requested leave.

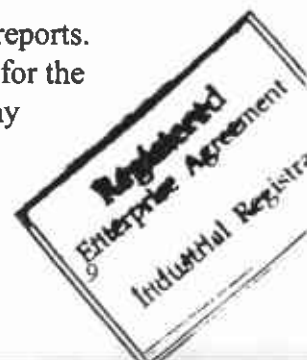
All leave, except leave without pay, will be paid as normal pay. Normal pay includes the mandatory overtime provide for under 'Hours of Duty'.

13 PERFORMANCE BONUSES

The performance based pay system of the Core Enterprise Agreement will not apply to employees of the unit.

Payment for performance will relate to the annual performance of the business, as at 30 June each year as follows:

- (i) profit is defined as the net surplus that is in excess of the budgeted operating result as detailed in the original adopted annual budget. The operating result is defined as the "operating result before capital amounts" in accordance with the Operating Statement of Business Activities – Special Purpose Financial Reports, in Council's external financial reports. Fees transferred from council's Environmental Assessment Teams for the assessment of development applications are to be excluded from any calculations to determine profit except if subject to the expressed agreement of the Director Environmental Services.



This operating result is determined after taking into account support unit costs and notional costs (taxation equivalents etc). In examining the comparison of support unit costs and notional costs with the original budget, only those cost reductions in these groups which resulted in genuine savings to the organisation, as distinct from those which resulted from the spread of costs to other units, will be taken into account when assessing the profit.

- (ii) prior to allocation and distribution of any profit, the calculation of the profit of the unit will be the subject of an audit by an independent external auditor appointed and paid by council. The audit and allocation of profit share is to be completed by 30 September each year.
- (iii) where a profit is achieved, the profit shall be distributed in accordance with Table 1 subject to a maximum distribution of 15% of the direct salary costs (excluding overtime payments for work outside the bandwidth) of the Unit for the year to the employees of the unit.

Profit Range	Council	Applicable Council Support Unit Staff	SSCS – the Unit	Staff of the Unit
\$0 - \$35000	0%	10%	45%	45%
\$35001 - \$50000	10%	10%	The balance of the profit	Minimum \$15,750 or 40% whichever is the greater
\$50001 and greater subject to upper threshold for SSCS staff	15%	10%	The balance of the profit	Minimum \$20,000 or 33% whichever is the greater

- (iv) the profit distributed to the business will be retained in a Reserve in Council's books of accounts but deemed as being available for the Unit's purposes, namely, capital expenditure, business development, and the offset of future losses and the like.

where the operating result for the year is determined as a loss, the whole of the loss will be charged against the retained profits held in the Reserve. Where the reserve funds are insufficient to accommodate the loss, the loss will be offset against future profit distributions to the Business Reserve.

- (vi) the profit distributed to the staff of the business will be distributed on a basis agreed to by the majority of employees. If a majority is not achieved the distribution will be determined by the Manager.



- (vii) any employee who resigns from council prior to the distribution of any profit sharing will not be entitled to any remuneration under this section.
- (vii) any person seconded or redeployed from the unit during the year will be entitled to a proportional share of the distributed profit equal to the proportion of the year the employee was employed by the Unit.
- (iix) any person who commences work with the Unit during the financial year will be entitled to a distribution of a proportion of the profit. The proportion must not exceed the proportion of the year the person is employed by the Unit, subject to a minimum period of service of three (3) months.
- (ix) profit paid to employees in the form of cash will be subject to normal requirements to deduct income tax.
- (x) Profits paid in the form of non-cash payments are subject to fringe benefit tax, in which case the total of the profit to be distributed must include the cost of fringe benefit tax payable by Council.

14 ACCREDITATION FEES AND INSURANCE

The unit will pay all fees associated with accreditation and insurance.

If the unit is required to operate outside Sutherland Shire, staff will be required to be accredited in accordance with the requirements of the Environmental Planning and Assessment Act.

15 PROVISION OF VEHICLE

The Manager will make every endeavour to provide all Building Surveyors in the Certification Unit with a leaseback motor vehicle subject to the terms and conditions set forth in Council's "Agreement – Provision of Motor Vehicles". Any existing vehicle lease agreement, in operation before the endorsement of this Enterprise Agreement, will continue to operate in accordance with the terms of that lease agreement.

Where the provision of a vehicle is not possible an annual vehicle allowance (of \$4,500.00) paid weekly, will be payable to the employee. Additionally, an annual fuel allowance of \$1,800, paid weekly, will be provided for business and private use. Evidence of petrol usage and consumption must be provided to the Manager as required.

All employees with a Council owned leased back vehicles may be required to rotate the usage of the vehicle at the direction of the Manager to minimise the overhead costs to the Unit.



16 PROFESSIONAL DEVELOPMENT

The professional development of the unit's staff will provide benefits to both the staff and the unit.

The unit therefore encourages professional development.

The unit will actively seek to promote and monitor the professional development of staff and will identify opportunities for appropriate training and support. Where funding is available, opportunities exist and benefits to the unit and staff will result, the manager will seek to make training or access to training available.

The provisions of Council's Study Leave Policy will also apply.

A Staff Training Statement and benchmark will be developed by the Manager to reflect the continuous professional development requirements for private certifiers.

17 DISCLOSURE OF INFORMATION

Employees will not at any time either during their employment or after termination for any reason divulge any confidential or commercial information of the unit to any other entity, person or persons without the previous consent in writing of the manager of the unit. Any employee will not use or attempt to use any information which the employee may acquire in the course of employment by the unit in any manner which may injure or cause loss or be calculated to injure or to cause loss to the unit.

18 ACCOUNTABILITY

All employees will be accountable to the Manager Sutherland Shire Certification Services.

19 EXPENSES

The unit will reimburse all monies reasonably expended by an employee for and on behalf of the unit provided the employee submits an itemised account of such expenses together with receipts for those expenses within fourteen days of incurring the expense.



20 POLICIES OF COUNCIL

All employees will comply with council's current occupational health and safety policies, including the Sun Protection Policy and Drug and Alcohol Policy. All employees will also comply with Council's Code of Conduct and will comply with council's procedures for dealing with any sexual harassment complaints. All employees will accept any lawful direction by the manager in respect of sexual harassment or other forms of discrimination.

21 LEGAL LIABILITY

All employees acting honestly, diligently and in good faith shall not suffer any loss or damage of any kind by reason of the liability incurred by Council or the Unit as a result of the conduct of the employee. The Council and the Unit shall hold the employee harmless and indemnify the employee against any loss, claims or causes of action which may arise during or after the employees employment with Council except in the case of serious misconduct on behalf of the employee.

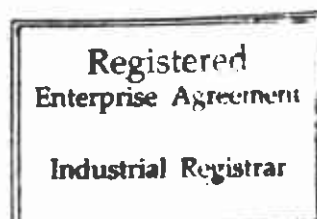
22 TERMINATION

Where an employee's work performance or conduct is considered unsatisfactory by the Manager, the Disciplinary Procedures provided for in the Council's Core Enterprise Agreement will be followed.

In the event that the Unit finds it necessary to reduce its workforce through a reduction in the number of employees, the Manager will make every endeavor to second or re-deploy the employee in the Environmental Services Division in accordance with Clause 4.10 of Council's Core Enterprise Agreement – Re-deployment Organisational Change - except as provided below.

If the employee is seconded or redeployed, the salary payable to the employee is determined as 87.5% of the employee's salary immediately before redeployment. In the case of redeployment, if the median salary for the new position is less the redeployed salary, the Salary Maintenance provisions of the council's Core Enterprise Agreement will apply.

In the event that an alternate position can not be identified in accordance with Council's Redeployment Policy the redundancy provisions of Council's Core Enterprise Agreement will apply.



23 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

The Council and the Union agree to observe the grievance and dispute settlement procedures as set out in Council's Core Enterprise Agreement. These procedures are based on the provision of information and explanation, consultation, cooperation and negotiation, in order to resolve industrial disputes with a minimum of disruption to the effective operation of the Council's business.



24 SIGNATORIES

Signed for and on behalf of
Sutherland Shire Council

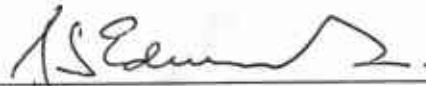


John Rayner
General Manager

Date:

16. 11. 01.

Witness



Position

Public Officer.

Date

16. 11. 01.

The Environmental Health
and Building Surveyors'
Association of NSW



Date

13 November 01

Witness

MCant

Position

Date

13 November 01

