

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/94**

**TITLE: Sutherland Shire Certification Services' Building Surveyor's  
Employees Enterprise Agreement**

**I.R.C. NO: 99/6051**

**DATE APPROVED/COMMENCEMENT: 15 November 1999**

**TERM: 31 December 2000**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 13**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to employees engaged as Building Surveyors**

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



**ENTERPRISE AGREEMENT NO. 6051**

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Between the

**SUTHERLAND SHIRE COUNCIL  
(CERTIFICATION UNIT)**

And

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

**Registered  
Enterprise Agreement  
Industrial Registrar**

**Filed with the Industrial Registrar the 15th day of November 1999**

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## 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 will be strongly competitive and customer focussed, with the 'applicant' being the Unit's principal customer.

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

The unregistered Sutherland Shire Council Core Enterprise Agreement (endorsed by Sutherland Shire Council on the 14<sup>th</sup> September 1998) 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: -



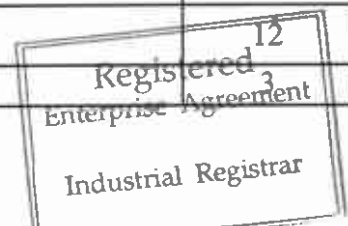
## ARRANGEMENT

This Agreement is arranged as follows: -

Clause No.	Subject Matter	Page No.
17	Accountability	11
13	Accreditation Fees and Insurance	10
5	Commencement, Duration and Continuation	4
7	Commitment	5
16	Disclosure of Information	11
4	Duress	4
18	Expenses	11
22	Grievance and Dispute Settlement Procedures	12
8	Hours of Duty	6
6	Interpretation and Review	5
11	Leave	8
20	Legal Liabilities	11
2	Parties Bound by this Agreement	4
12	Performance Bonuses	8
19	Policies of Council	11
15	Professional Development	10
14	Provision of Vehicle	10
9	Salaries	7
3	Scope of this Agreement	4
23	Signatories	13
10	Temporary and Casual Appointments	7
21	Termination	12
1	Title of this Agreement	3

### 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 1997 and the unregistered Sutherland Shire Council Core Enterprise Agreement (endorsed by the Sutherland Shire Council on the 14<sup>th</sup> September 1998).
- (b) Where this Agreement is inconsistent with this Award or the unregistered 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.

## 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 the 31st December 2000.
- (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 3 years 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.

## **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.

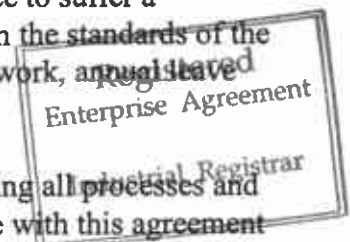
The quorum will be all members or their substitutes. Decisions will be made by consensus. If agreement cannot be reached the matter may be referred to the Industrial Commission.

## **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 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 month 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.



## 9 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 \$49,700 pa to \$59,000 pa based on experience, qualifications and performance.

The salaries will be reviewed annually on the 1<sup>st</sup> March each year and any salary increases will be payable from the 1<sup>st</sup> July. The salary review will be based on the market place salaries for similar positions in both the public and private sectors.

The salaries will be increased at least equal to the Local Government (State) Award increases but will be payable from the 1<sup>st</sup> July each year (following any award increase). It is intended that the salary increases on the 1<sup>st</sup> 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.

## 10 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.

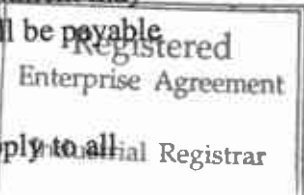
No redundancy payments will be payable.

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 a 20% loading, will be payable to a casual employee. No leave entitlements will be accrued.

## 11 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'.

## 12 PERFORMANCE BONUSES

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

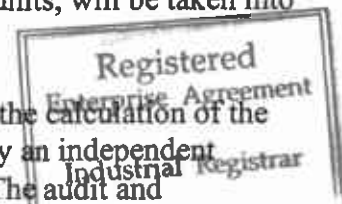
Payment for performance will relate to the annual performance of the business, as at 30 June each year as follows:

- (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.

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 - one-third of the profit will be returned to **Council** in the form of an additional dividend above that provided for in the annual budget - except where the return would be less than \$3000.



- (iv) One-third of the returned amount to council will be allocated to the **internal support units** that provided services to the business during the year and contributed to the achievement of the profit. Should the return to council not achieve the minimum threshold of \$3000, 10% of the profit of the business will be returned to the **internal support units** that provided services to the business during the year.
- (v) where a profit is achieved – one-third of the profit (subject a minimum amount of \$1000) 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.
- (vi) 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 Reserve.
- (vii) the balance of any profit, to a maximum of 15% of the direct salary costs (excluding overtime payments for work outside the bandwidth) of the Unit for the year, will be **returned to the employees**, including the Manager, for distribution as profit sharing on a basis agreed to by the majority of employees. If a majority is not achieved the distribution will be determined by the Manager.
- (viii) the residual of any net profit will be returned to the Unit's Reserve.
- (ix) any employee who resigns from council prior to the distribution of any profit sharing will not be entitled to any remuneration under this section.
- (x) any person 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.
- (xi) 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.
- (xii) profits paid to employees in the form of cash will be subject to normal requirements to deduct income tax.

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.

### 13 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.

### 14 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 petrol allowance (of \$1,150.00) paid weekly will be provided for both 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.

### 15 PROFESSIONAL DEVELOPMENT

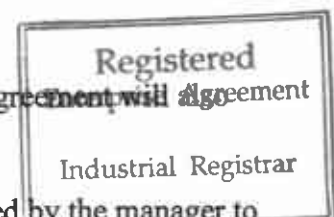
The professional development of the unit's staff will provide benefits to both the staff and the unit.

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 Study Leave provisions of council's Core Enterprise Agreement 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.



## **16 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.

## **17 ACCOUNTABILITY**

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

## **18 EXPENSES**

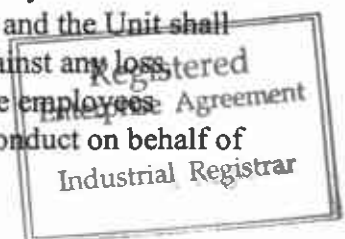
The unit will reimburse all monies reasonably expended by an employee for and on behalf of the unit provided the employee submits an itemised account of such expenses together with receipts for those expenses within fourteen days of incurring the expense.

## **19 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.

## **20 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 employee's employment with Council except in the case of serious misconduct on behalf of the employee.



## **21 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 re-deploy the employee in the Environmental Services Division in accordance with Council's Core Enterprise Agreement except as provided below.

If the employee is redeployed, the re-deployed salary payable to the employee shall be equivalent to the median salary applicable to the position held by the employee prior to appointment to Sutherland Shire Certification Services. If the median salary for the new position is less than 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.

## **22 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 (unregistered). 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.



23. SIGNATORIES

Signed for and on behalf of  
Sutherland Shire Council



John Rayner  
General Manager

Date:

23. 11. 99

Witness

Shahharat

Position

Personnel Manager

Date

23. 11. 99

The Environmental Health  
and Building Surveyors'  
Association of NSW



Date

15. 11. 99

Witness

D. Briggs

Position

Personnel Officer

Date

15/11/99

