

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/360

TITLE: Street Cleansing Section Local Workplace Agreement

I.R.C. NO: IRC2/6081

DATE APPROVED/COMMENCEMENT: 14 November 2002/Commenced 30 July 2002

TERM: 36 months (30 July 2005)

**NEW AGREEMENT OR
VARIATION:** Replaces EA98/32

GAZETTAL REFERENCE: 20 December 2002

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the Council of City of Sydney employed in the Street Cleansing Section who fall within the coverage of the City of Sydney Wages/Salary Award 1998

PARTIES: City of Sydney Council -&- the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division



The Council of City Of Sydney

STREET CLEANSING
SECTION

Local Workplace Agreement.

2002- 2007

Registered
Enterprise Agreement
Industrial Registrar

CLAUSE	PAGE
1. Title	3
2. Parties Bound	3
3. Duress	3
4. The Enterprise	3
5. Intention	3
6. Incidence	3
7. Term	3
8. Anti-Discrimination	3
9. Aim of Agreement	4
10. Objectives of Agreement	4
11. Hours of Work	5
12. Measures to Improve Productivity	5
13. Payment of Wages	7
14. Profit Sharing	7
15. Productivity Monitoring Committee	8
16. Core Staff/Other Resources	9
17. Multi-skilling and Training	9
18. Continuous Improvement	10
19. Job Rotation	10
20. Occupational Health and Safety	10
21. Down Time	11
22. Annual Leave	11
23. Compliance with Conditions of Tender	11
24. Disputes and Grievance Procedure	12
25. Contractors Agreement	12
26. No Extra Claims	12
27. Signatories to the Agreement	13



Attachment A: Code of Conduct-Contractors Agreement

Attachment B: Street Cleansing Memorandum of Understanding

1. TITLE

The title of this agreement is the Street Cleansing Section Local Workplace Agreement.



2. PARTIES BOUND

a) This enterprise agreement is made in accordance with:

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

b) The parties to this enterprise agreement are:

- i. The Council of the City of Sydney; and
- ii. The Federated Municipal and Shire Employees' Union of Australia New South Wales Division (MEU).

3. DURESS

This Agreement was freely entered into without duress, by all the parties.

4. THE ENTERPRISE

The enterprise for which this agreement was made is the Street Cleansing Section of the Council of the City of Sydney.

5. INTENTION

This agreement shall only apply to employees in the Street Cleansing Section of the Council of the City of Sydney.

6. INCIDENCE

This agreement shall partially regulate the terms and conditions of the City of Sydney Wages / Salary Award 1998 (registered 18.11.1998 - ref. 5616/98). Apart from the clauses covered in this agreement all other clauses of the Award shall apply.

7. TERM

This Agreement shall commence from the date of approval in the New South Wales Industrial Relations Commission and shall remain in force for a period that will not exceed the expected duration of the Street Cleansing Services Contract which terminates on 30 July 2007.

8. ANTI-DISCRIMINATION

The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act 1997.

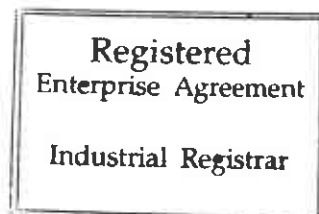
9. AIM OF AGREEMENT

This agreement provides the scope for the Council of City of Sydney, Street Cleansing Section to:

- a) continue with a committed, flexible, competitive and highly skilled workforce, that is focused on commercial viability and maximum productivity while providing customers with the highest quality standard
- b) to continue profit sharing arrangements that allows the staff that are employed in the Street Cleansing Section to share in any net profits achieved from the workplace reform and competitive processes.

10. OBJECTIVES OF AGREEMENT

The objectives of this Agreement are:



- a) To implement new conditions of employment as required, and as agreed by the parties.
- b) To implement new methods of operation and matters ancillary to the new methods of operation that will ensure the Street Cleansing Section operates as cost effective enterprise, and as agreed by the parties.
- c) To ensure that the expenditure forecasts as determined by the Street Cleansing Section in-house tender bid are not exceeded.
- d) To ensure that 'Industry Best Practice' is the minimum standard in place at any point time to comply with the deliverables and outcomes contained in the contract specifications.
- e) To foster a cooperative relationship between management and staff. To empower staff with the processes and training to have decision making capacity about their own workplace and the share in any net profit realised.
- f) To engage the most acceptable and qualified staff available and ensure that all staff regularly attend appropriate training programs.
- g) To remove all down time where practicable.
- h) To encourage and achieve the highest possible levels of productivity and customer service.
- i) To provide an efficient, secure and safe working environment which offers career development and appropriate rewards for staff.
- j) To carry out work in accordance with the terms and conditions of the Street Cleaning Services contract.

11. HOURS OF WORK

- a) The ordinary weekly working hours Monday to Friday, shall be and average of 38 per week, on the basis of 152 hours per every four weeks, on 19 working days of 8 hours each continuously. By agreement, the hours of work arrangement may be varied.
- b) The ordinary weekly working hours for an employee engaged on night shift shall be 32 hours per week in not more than five shifts, Monday to Friday inclusive. By agreement, the hours of work arrangement may be varied.
- c) By agreement, Rostered Days Off may be rotated in accordance with work programs to ensure that optimum customer service is maintained at all times.
- d) The parties may agree to have RDOs accumulated to a maximum of 5 per year which must be taken in periods of not less than one day. Other options for the treatment of accumulated RDOs may be available to the parties by agreement.
- e) All staff daily/weekly ordinary hours of work shall be undertaken in accordance with work programs and sub-clause (a) of this clause.
- f) Employees who work in excess of 38 hours or 32 hours (night shift) per week respectively, as determined in sub-clause (a), (c) and (d) of this Clause, shall be paid at the appropriate rates of pay as per the relevant Awards.
- g) By agreement with management, employees may opt to receive time off in lieu of payment. If this option is taken, accumulated time will be accrued at the appropriate time basis ie. Time and a half etc. and shall be taken in periods of not less than 8 hours at a time agreed upon between the employees and management. (Accrued time must be taken within the next 52-week period).
- h) Where possible, permanent employees of the Section will have first preference to work all overtime.

12. MEASURES TO IMPROVE PRODUCTIVITY

Special Events

- a) Days on which special events are held in the city (eg Australia Day, ticker tape parades etc) require maximum flexibility in the cleaning operations to ensure specification requirements are met. As such employees agree to work the necessary hours required, at the appropriate award rates, to meet these special circumstances. Where necessary, additional staff may be obtained from a pool of casuals.
- b) In such circumstances, employees by agreement may reduce the 10-hour break between shifts, specified in the award, without attracting penalty rates for the next shift.
- c) Days of Special events may require employees to undertake duties other than those which they normally carry out.

- d) The parties agree to extend shifts on New Years Eve up to a maximum of 10 hours to ensure the most effective and efficient working arrangements for the event.
- e) Subject to successfully meeting the performance specifications for the New Years Event the following bonus payments will be made:
- Employees working the first shift of New Years Day - \$150
 - Employees working the second shift of New Years Day - \$75

Inclement Weather

- f) In view of the nature of the work performed in this Section, and the importance of having the city clean at all times, Cleaning staff will continue to work in all weather conditions (subject to OH&S requirements as assessed by the supervisor / manager) to ensure that the performance standards in the specification are met.
- g) Appropriate protective clothing and equipment will be provided to meet these requirements.

Rostered Days Off

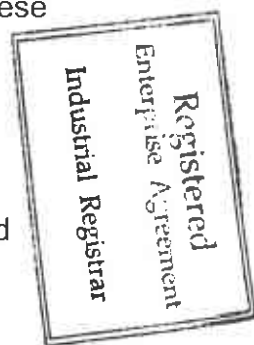
- h) In order to maximise the effectiveness of the Street Cleaning Section, employees agree to take RDOs over a 4-week cycle over a 5 day period Monday to Friday, thus ensuring maximum availability of staff.

Labour Flexibility

- i) By mutual agreement, employees may:
- Work through lunch breaks and receive a time credit on the same day
 - Elect to work through their crib break and receive a time credit on the day
- Agreement is subject to occupational health and safety considerations.
- j) Staffing levels for the provision of services in the Street Cleaning Services tender submission 0204 have been determined on the basis that service levels will be maintained without the hiring of additional staff or use of overtime where staff are absent due to any of the following reasons: rostered days off; PH days; sick leave, annual leave and/or workplace injury.
- k) Under exceptional circumstances the Productivity Monitoring Committee may recommend alternative arrangements to meet service levels.

Competency Based Classification Structure

- l) The parties agree to implement, within twelve months, a competency based classification structure. This new competency based classification structure will improve productivity and be cost neutral to the Street Cleansing Section's submission dated 10 May 2002 for tender 0204. The structure will address productivity issues, broad multi-skilling arrangements and rewards based on skill acquisition, licence requirements and the ability of staff to safely operate all equipment and machinery used by the Street Cleansing Section.

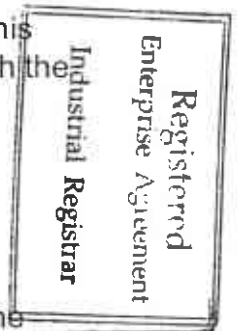


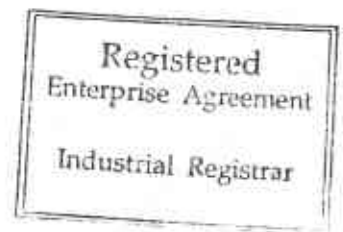
13. PAYMENT OF WAGES

- a) Staff shall receive the wage increases specified in the current Enterprise Agreement 2004(registered 5.3.2002 – ref. EA02/127) based on relevant eligibility conditions for all Council staff.
- b) Beyond the life of EA2004, rates of pay for this Agreement, shall only be increased in direct relationship to dollar rate or percentage increases awarded by a further Enterprise Agreement and /or by substitute arrangement endorsed by Council.
- c) When EA2004 expires, should there be no agreement on a further enterprise agreement, wage increases awarded by State Wage Cases shall apply, subject to the conditions of the State Wage Case.
- d) Any rates of pay increase arising from the provisions of sub-clause (a) of this Clause must provide for immediate productivity savings commensurate with the rates of pay increase.

14. PROFIT SHARING

- a) Each 12-month anniversary of Street Cleaning Contract, the Productivity Monitoring Committee will make an assessment of the net profit result of the Street Cleaning Section. Within six months of the commencement of this Agreement, the parties will determine and reach agreement on the accounting principles and all other factors that will clearly and unambiguously define the term 'net profit'.
- b) The assessment by the Productivity Monitoring Committee will be conducted within one month after the anniversary has been completed. Any net profit, from that year's operation , will be distributed in the following manner:
 - 20% to Street Cleaning Section staff in the form of a lump sum bonus.
 - 20% to Street Cleaning Section as a contingency for unforeseen occurrences in the next year of operation of the contract, to be paid to employees in the form of a lump sum bonus, at the end of that year.
 - 10% to Street Cleaning Section as a contingency for investment in training and /or minor plant and equipment for external work. The remaining accrued contingency amounts from this fund will be distributed to eligible staff of Street Cleaning Section in the form of a lump sum bonus at the end of the contract. Monthly financial statements will identify the contingency amount and will be forwarded to Productivity Monitoring Committee.
 - 50% to the Council representing its share of the gains/risks of the in-house tender bid
- c) The lump sum bonuses will be paid to staff in the most tax effective manner possible. Staff can elect to have the lump sum bonuses paid in a form other than cash, providing that this is cost neutral to Council and does not contravene any Law, Regulation or Act.
- d) Bonus payments will be made to eligible employees within 2 weeks of Council accepting the external auditor's general purpose financial report.





- e) All profit distributions to employees will be paid on a pro-rata basis.
- f) Casual employees are not eligible to receive any profit share.
- g) Employees who resign during the term of the contract are ineligible to receive any further profit share bonuses under this scheme.
- h) Employees who retire during the term of the contract will receive a pro-rata share of the profit bonus up to the date of retirement. This will be paid at the end of the year when bonuses are calculated. They are ineligible to receive any future profit distributions post the date of retirement.

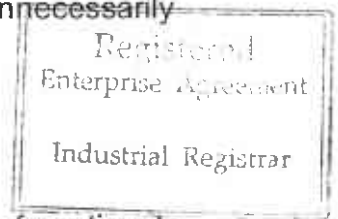
15. PRODUCTIVITY MONITORING COMMITTEE

- a) A Productivity Monitoring Committee (PMC) will be established to oversee and monitor the operation of this Local Workplace Agreement, the in-house tender bid and contract and to suggest ways of improving the operation and efficiency of the Street Cleaning Section.
- b) The Council will establish a constitution for PMC operation within 3 months of the commence of this agreement.
- c) The PMC will develop appropriate Street Cleaning Section productivity and efficiency indicators and targets within one month after the start of each year of the Agreement.
- d) The productivity and efficiency targets shall then be agreed to between the management and staff within one month after the start of each year of the Agreement.
- e) The Committee will monitor Street Cleaning Section performance against the targets and make necessary recommendations for corrective action throughout each year of the Agreement.
- f) The Street Cleaning Section productivity and efficiency indicators and other matters dealt with by this Committee shall include but not be limited to:
 - Sick leave patterns and incidences
 - appointment of new staff
 - customer complaints
 - safe work practices
 - using their best endeavours to ensuring that the expenditure and revenue forecasts in in-house tender bid/s are met.
 - receiving and acting on results from the quarterly audit.
 - multiskilling and training
 - workplace issues affecting all staff.
- g) The committee shall comprise of representatives of the Street Cleaning Section. The composition of the Committee will include management representatives, 2 night shift employees, 2 day shift employees, 1 PM shift employee, 1 team leader who will be democratically elected by staff. At least one employee representative must be a union delegate. The committee shall meet at least monthly.

- h) The Committee shall meet within seven days of the written request of any Street cleaning Section employee or management to discuss matters affecting the workplace.
- i) The Committee may, by consensus, make recommendations for consideration by Management and these recommendations must be genuinely and promptly considered. Feedback/response must be provided by Management in a reasonable time frame.
- j) The PMC will be adequately resourced and trained so that they may carry out their responsibilities in an informed manner. Specific training will be provided on topics such as financial management, budgeting, cost control, performance monitoring and measurement, quality assurance and any other topics.

16. CORE STAFF/OTHER RESOURCES

- a) Management shall in consultation with the Productivity Monitoring committee and staff, regularly review the minimum number of permanent staff required to undertake the functions of the Street Cleaning Section.
- b) The parties agree that changes to the workload and nature of tasks to be conducted in the contract that occur beyond the control of management and staff of Street Cleaning Section will require an immediate assessment by the parties of the level of permanent staff.
- c) A pool of trained casuals may also be used to supplement the permanent staffing levels of the Street Cleaning Section:
 - where specialist skills or equipment are required
 - to provide relief coverage during periods of absence, such as, long term sick leave by permanent staff
- d) This sub-clause of this Clause shall not be used to purposely or unnecessarily reduce the skills of the Street Cleaning Section or individual staff.



17. MULTI-SKILLING AND TRAINING

- a) All staff must be prepared to carry out the full range of duties as is from time to time required by management provided that the duties are within the limits of the staff skills, competency, training and safety.
- b) All staff shall use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- c) Staff must be prepared to undertake specialist skills training as required. The training may be provided both on and off the job and in line with Council's training policies.
- d) The parties agree that staff will be taking a more active part in the decision making and management processes of the workplace and must receive appropriate training, funded by Council, to assist them to undertake this new role.

- e) Staff will be encouraged to become multiskilled in an effort to progress within the wage structure in the section. Where possible training will be provided to enable staff to upgrade licences and so allow them to operate all items of plant used in the delivery of the service.
- f) Employees agree to undertake the necessary training at Council's expense to ensure that a maximum number of employees are able to operate all plant and equipment used by the Section. This training will assist employees with career paths within the Section.

18. CONTINUOUS IMPROVEMENT

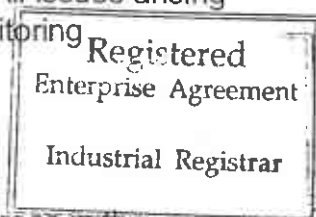
- a) The parties to this Agreement shall continue to introduce measures that will assist in the effective implementation of Clause 9 ('Aim of this Agreement') and Clause 10 ('Objectives of this Agreement'), of this Agreement.
- b) The parties are committed to maintain Industry Best Standards. All issues arising out of this Clause shall first be discussed at the Productivity Monitoring Committee.

19. JOB ROTATION

- a) Staff will be from time to time, rotated across the range of work areas in the Street Cleansing Section. This will ensure flexibility in the arrangement of work and the maintenance of a high quality standard of service delivery.
- b) Job rotation is also designed to assist staff develop new skills, maintain and/or improve existing skills and increase the staff capacity to perform wider range of responsibilities.
- c) Staff employed prior to 1 July 1997 who worked the morning or night shift will not be forced to change shifts. Other existing staff and new staff employed may be rotated or transferred.

20. OCCUPATIONAL HEALTH AND SAFETY

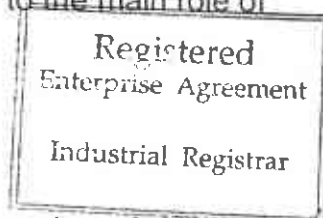
- a) The parties to this agreement endorse the Council's ongoing commitment to the provision of a safe and healthy work environment, and will continue to work cooperatively through the OH&S Committee.
- b) Council and employees will continue to address hazards in the workplace through the implementation of an occupational health and safety plan that will identify, assess and control workplace hazards through consultation with staff and management.
- c) Council will provide safe systems of work and all staff will comply with those safe systems of work and use the plant, equipment and protective clothing provided safely and in the manner for which it is intended. Staff will carry out their work in accordance with safe systems of work as stipulated by their supervisor and Council Occupational Health and safety policies and procedures.



- d) Council and all staff will comply with Occupational Health and Safety legislation, codes of practice, Australian Standards and Council policies and procedures to ensure a safe and healthy workplace.
- e) The Productivity Monitoring Committee will also devote appropriate time to the development of workplace practices that will reduce or eliminate safety hazards.

21. DOWNTIME

Management and staff shall ensure that productivity and work output is not affected by unnecessary down time. Work functions which are incidental to the main role of staff ie. administration etc. shall be promptly carried out.



22. ANNUAL LEAVE

Annual leave shall be rostered so as to ensure that a sufficient number of skilled staff are always available. The period when annual leave may be taken shall be at the discretion of management, however management shall not unreasonably refuse a request for annual leave provided it is in accordance with Award provisions.

23. COMPLIANCE WITH CONDITIONS OF TENDER

- a) Management and staff will be required to accept direct responsibility for achieving the standard of service provided in the in-house tender bid (Tender 0204 – bid submitted 10 May 2002).
- b) The Street Cleansing Section will operate financially within the cost estimates submitted to Council in the tender bid and accepted by Council. These cost estimates may only be varied by resolution of Council, or, in accordance with the process outlined in the specifications for tender 0204.
- c) The Street Cleansing Section tender 0204 shall be subject to quarterly financial and customer service audits to ensure adherence to the agreed conditions.
- d) Where the annual costs of the Street Cleansing Section tender bid exceed the approved tender bid cost estimates in any one year of the agreed contract period (1 July 2002 to 30 June 2007), the Council shall require the Street Cleansing Section within a period of not less than three months, or a longer period as may be determined by Council, to make the appropriate cost changes to ensure an immediate return to operating within the tender bid cost estimates.
- e) If the Street Cleansing Section is unable to bring its costs in line with the original tender bid in the allocated time, the Council may terminate the contract agreement (see Memorandum of Understanding – Attachment B) by giving six months written notice to the Street Cleansing Section. In making this decision the Council shall give due regard to influences and/or costs that are beyond the control of the staff or management of the Street Cleansing Section.

24. DISPUTES AND GRIEVANCE RESOLUTION

The parties are strongly committed to consultation and joint problem solving.

To ensure that disputes and issues relating to the provisions of this Agreement do not go unresolved and affect workplace productivity and relationships, the parties commit themselves to the following processes:

- a) Should a grievance or claim arise which gives cause for concern for an employee they shall raise the matter Street Cleansing Section management.
- b) The parties shall use their best endeavours to ensure normal work shall continue while this procedure is being followed.
- c) If not settled to the satisfaction of the employee within 48 hours the employee concerned shall draw the matter to the attention of the Director Living City Services.
- d) If not satisfactorily resolved within a further 48 hours the matter may be brought by either party to the attention of the General Manager.
- e) If the matter has not been resolved at the conclusion of these discussions, the City of Sydney shall provide a response to the employee/s grievance, including the reasons for not implementing any proposed remedy.
- f) If still unresolved to the satisfaction of either party the matter shall be referred to the Industrial Relations Commission for conciliation and if necessary arbitration.
- g) Senior management, Council and officials of the Union reserve the right to if necessary intervene at an earlier stage, which may involve the assistance of Industrial Relations Commission conciliation.

25. CONTRACTORS AGREEMENT

As a requirement of the Enterprise Agreement 2004 the parties have agreed to abide by the City of Sydney code of conduct for all contractors of Council services. The 'Code of Conduct -Contractors Agreement' is attached in Attachment A of this Agreement.

26. NO EXTRA CLAIMS

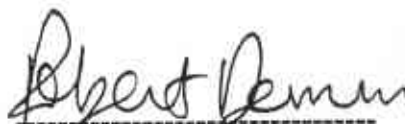
The Union and their members agree that no further claims will be made on Council for pay increases during the life of this Agreement, subject to the provisions of clause 13.



27. SIGNATORIES TO THE AGREEMENT

Listed below are the signatures of the parties that are bound to this agreement.

SIGNED on behalf of
THE COUNCIL OF THE CITY
OF SYDNEY }
} }
}




Robert Domm
General Manager

Date 22/10/02 2002

in the presence of


Witness

SIGNED on behalf of
FEDERATED MUNICIPAL AND
SHIRE COUNCIL EMPLOYEES'
UNION of AUSTRALIA:
NEW SOUTH WALES DIVISION

}
}
}
}
}
}
}
} 
General Secretary

Date 18/10/02 2002

in the presence of


Witness

Registered Enterprise Agreement Industrial Registrar
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ATTACHMENT A

CODE OF CONDUCT – CONTRACTORS AGREEMENT

As a requirement of the Enterprise Agreement 2004, the parties have agreed to the principles and standards of behaviour which will be required of any contractor, sub-contractor, consultant and supplier wishing to do business with the Council of the City of Sydney.

Any enquiries concerning this Code of Conduct and responsibility for its enforcement rests with the Director Living City Services.

This Code of Conduct will be reviewed from time to time in order to ensure that the objectives set out are appropriate to the prevailing environment. Industry participants will be consulted in the course of such reviews.

Breaches of this Code of Conduct by a contractor could lead to the termination of the contract.

The majority of the conditions in the Code of Conduct are sourced from the Australian Standard 2124 – 1986, General Conditions of Contract and the New South Wales Government, Code of Practice for the Construction Industry.

More detailed information on each element of the Code of Conduct is included in all tender specifications. The Code of Conduct is a mandatory component of all contracts entered into by the City of Sydney.

1. Care of Work and Requirements of Damage

The contractor shall be responsible for the care of work under the contract.

2. Damage to Persons and Property other than the Works

The contractor shall indemnify the principal against loss or damage to property of the principal and in respect of personal injury of any person.

3. Insurance of Works

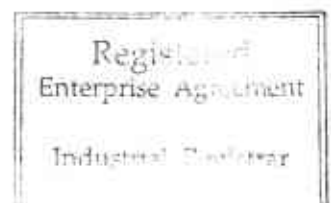
The contractor shall take out an insurance policy against loss or damage prior to the commencement of work.

4. Public liability Insurance

The contractor shall take out a Public Liability Insurance Policy against loss or damage prior to the commencement of work.

5. Insurance of Employees

The contractor, prior to the commencement of work, shall insure against liability for death of, or injury to persons employed by the contractor including liability by statute and at common law.



ATTACHMENT A

6. Rates and Conditions

- 6.1 Contractors, subcontractors, consultants and suppliers must comply with the provisions of applicable:
- Awards and or enterprise agreements / project agreements; and
 - Legislative requirements.
- 6.2 Contractors must ensure that their subcontractors, consultants and suppliers comply with their legal obligations regarding their employees. Any relevant information is to be obtained through proper and lawful means and in a way that respects confidentiality.
- 6.3 Arrangements or practices designed to avoid Award and or legislative obligations including inappropriately treating a genuine employee as an independent contractor and or inappropriate application of the Prescribed Payments System of taxation are not permitted.

7. Occupational Health Safety & Rehabilitation

- 7.1 Contractors, subcontractors, consultants, suppliers and their employees must comply with their Occupational Health Safety & Rehabilitation (OHS&R) obligations under legislation, relevant industry codes of practice, safety procedures in applicable Awards and or enterprise / project agreements and the general law.
- 7.2 Contractors are required to have an OHS&R management commitment, which embraces all personnel on the project and is supported by:
- Clearly defined policies
 - Procedures
 - Practices and responsibilities
 - Performance standards
 - Induction training and task training
 - Communication and consultation
- 7.3 The contractor agrees to comply with any direction given by the City of Sydney in respect to safety.

Registered Enterprise Agreement Industrial Registrar
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CLIENT SERVICES DIVISION

AND

SERVICE DELIVERY DIVISION

**MEMORANDUM OF UNDERSTANDING FOR
PROVISION OF
STREET CLEANING SERVICES**

Sydney City Council
Town Hall House
456 Kent Street
SYDNEY NSW 2000



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**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CLIENT SERVICES DIVISION AND THE SERVICE DELIVERY
DIVISION OF SYDNEY CITY COUNCIL**

- (a) On Monday, 3 June 2002 Council accepted the Service Delivery Division's tender of \$8,379,941 for the provision of Street Cleaning Services (the Service).
- (b) The Request for Tender required that the Service be provided in accordance with the applicable clauses of the Agreement. The Agreement has been amended in accordance with this Memorandum of Understanding and will be used for the purposes of assessing the performance of the Service Delivery Division during the course of the agreement.
- (c) The Service Delivery Division agrees to perform the services generally in accordance with those conditions, the amendments to which are set out below.

**(A) THE FOLLOWING SECTIONS HAVE BEEN DELETED
FROM THE CONTRACT**

- Clause 1.1(i) Definition of "Deed of Guarantee"
- Clause 6.3, 6.4 Warranties, Risk and Indemnities
- Clause 15 Taxes Duties and Other Charges
- Clause 20 Financial Undertaking
- Clause 21 Performance Guarantee
- Clause 26.1(a), (b) Insolvency
- Clause 30.3, 30.4 Dispute Resolution



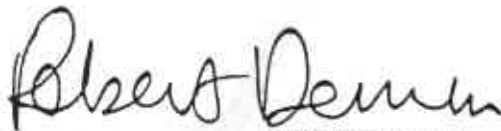
**(B) THE FOLLOWING SECTIONS HAVE BEEN INSERTED IN
THE CONTRACT**

Not applicable

(C) THE FOLLOWING CLAUSES HAVE BEEN AMENDED

Clause 6.2 The Service Provider shall be liable for the cost arising from and against loss, damage, expense (including legal costs on a solicitor-client basis) and other liability which they may incur or sustain arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against the City, its officers, employees and contractors for, or as a consequence of, any act or omission or any negligence by the Service Provider, its employees, agents or sub-contractors or otherwise arising directly or indirectly from the provision of the Services or failure to perform or observe the terms of this Agreement, including all loss, damage or injury to persons or property caused or contributed to by the Service Provider, its employees, agents or sub-contractors and including any personal injury to or the death of any person.

Signed for an on behalf of the
Client Services Division



General Manager

31/7/02

Signed for an on behalf of the
Service Delivery Division



Director, ~~Service Delivery~~

LIVING CITY SERVICES

