

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/150

TITLE: Domestic Waste Section Local Area Enterprise Agreement

I.R.C. NO: 2000/2148
DATE APPROVED/COMMENCEMENT: 25 May 2000
TERM: 21 June 2003
**NEW AGREEMENT OR
VARIATION:** New
GAZETTAL REFERENCE: 28 July 2000
DATE TERMINATED:
NUMBER OF PAGES: 30

COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to only employees working in the Domestic Waste Section of the Council of the City of Sydney

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



**THE COUNCIL
OF
THE CITY OF SYDNEY**

**DOMESTIC WASTE
SECTION**

Local Area Enterprise Agreement

2000



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CLAUSE

PAGE

1. Parties Bound	3
2. Date And Period Of Agreement	3
3. Aim Of Agreement	3
4. Objectives Of Agreement	4
5. Relationship With Other Awards/Agreements	5
6. Measures To Improve Productivity	6
7. Payment Of Wages	9
8. Profit Sharing	9
9. Productivity Monitoring Committee	11
10. Core Staff/Contractors	12
11. Multiskilling And Training	13
12. Continuous Improvement	13
13. Occupational Health And Safety	14
14. Compliance With Conditions Of Tender	15
15. Disputes & Grievance Resolution Procedure	16
16. Contractors Agreement	17
17. No Extra Claims	17
18. Signatories To The Agreement	18

Appendix A - Code of Conduct - Contractors Agreement

Appendix B - Domestic Waste Services Memorandum of Understanding



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1. PARTIES BOUND

This Agreement shall be binding upon:

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

2. DATE AND PERIOD OF AGREEMENT

This Agreement shall commence from the date of registration in the New South Wales Industrial Relations Commission and shall remain in force until 21 June 2003.

3. AIM OF AGREEMENT

This agreement provides the scope for Council of City of Sydney, Domestic Waste Section to:

- a) develop 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 introduce a profit sharing scheme that allows the staff that are employed in Domestic Waste Section to share in any net profits achieved from the workplace reform and competitive processes.



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4. OBJECTIVES OF AGREEMENT

The objectives of this Agreement are:

1. To implement new conditions of employment as required.
2. To implement new methods of operation and matters ancillary to the new methods of operation that will ensure the Domestic Waste Section operates as cost-effective Enterprise.
3. To ensure that the expenditure forecasts as determined by Domestic Waste Section in-house tender bid/s are not exceeded.
4. To ensure that 'Industry Best Practice' is the minimum standard in place at any point time.
5. To foster a co-operative 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 profits realised.
6. To engage the most acceptable and qualified staff available and ensure that all staff regularly attend appropriate training programs.
7. To remove all down-time where practicable.
8. To achieve the highest possible level of productivity.
9. To provide an efficient secure and safe working environment which offers career development and appropriate rewards for staff.
10. To carry out work in accordance with the terms and conditions of the Domestic Waste Section contract.



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5. RELATIONSHIP WITH OTHER AWARDS/AGREEMENTS

- a) This agreement shall be read and interpreted in conjunction with the:
- The City of Sydney Wages / Salary Award 1998
 - Enterprise Agreement 2001 (EA2001), and any Council of City of Sydney Enterprise Agreement that may be in place or may be introduced during the life of the Agreement.
- b) In the event of any inconsistency between the Awards and this Local Area Enterprise Agreement (LAEA), this Agreement shall prevail to the extent of the inconsistency.
- c) In the event of any inconsistency between the Enterprise Agreement 2001 (EA2001) (registered 24.10.98 - Ref. EA5616/98) and this LAEA, the EA2001 shall prevail to the extent of the inconsistency.



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6. MEASURES TO IMPROVE PRODUCTIVITY

a) Preamble

- i) To ensure the aims and objectives of this agreement are met (as detailed in Clause 3 & 4) and to consistently maintain high levels of customer service the parties agree to changes in work practices and pay rates detailed below.
- ii) By agreeing to these changes, the employees of the Domestic Waste Section are committing themselves to maintaining excellent levels of service as defined by the contract specification and regularly assessed by the contract managers.

b) Annualised Rates of Pay

- i) The following rates of pay for employees of the Domestic Waste Section include an annualised payment for annual leave loading and all public holiday penalty payments.

DW-CSO 1	\$33,199
DW-CSO 2	\$35,077
DW-CSO 2A	\$35,470
DW-CSO 3	\$36,288
DW-CSO 4	\$36,876

(these rates of pay include the Stage 1 & 2 increases of the Enterprise Agreement 2001)

- ii) Permanent employees of the Domestic Waste Section who have obtained a Medium Rigid or equivalent RTA drivers licence will be paid at DW-CSO 3 rates of pay.

c) Hours of Work

The ordinary full time weekly working hours shall be an average of 38 per week, on the basis of 152 hours per every four weeks, for positions covered by the Wages Division of The City of Sydney Wages / Salary Award 1998. As provided by Clause 6(b)(i) this includes Public Holidays.



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d) **Casual Employment**

Casual employees will be paid at The City of Sydney Wages / Salary Award 1998 rates of pay for CSO1.

e) **Overtime**

- i) Employees who work in excess 152 hours per 4 weeks (for "Wages" staff), shall be compensated for the additional time as follows:

Option 1

At the appropriate Award time basis (eg. as per the Award rates of pay and penalty provisions)

Option 2

By agreement with the staff member concerned, accumulated time may be taken at penalty rate time within the ensuing six months.

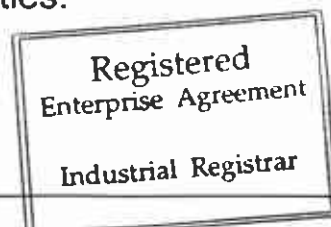
- ii) By agreement, the Award provisions for a 10 hour break after overtime between ordinary hours on successive days may be reduced.

f) **Downtime**

- i) Management and staff shall ensure that productivity and work output is not affected by unnecessary downtime.
- ii) Work functions which are incidental to the main role of staff ie. wash-up, administration shall be promptly carried out.

g) **Job Rotation**

- i) To facilitate flexibility in the arrangement of work and to maintain high quality standard, Domestic Waste Section staff will be rotated across the full range of work functions
- ii) Job rotation will also assist staff of Domestic Waste Section to develop new skills, maintain and/or improve existing skills and increase the staff capacity to perform wider range of responsibilities.



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h) Annual Leave

- i) Annual leave shall be rostered so as to ensure that a sufficient number of skilled staff are always available.
- ii) 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 the Annual Leave provisions of The City of Sydney Wages / Salary Award 1998 (clause 16).

i) Rostered Days Off

Rostered Days Off (RDO) will be arranged to ensure that optimum customer service is maintained at all times. The parties may agree to have RDO's accumulated to a maximum of 5 per year Other options for the treatment of accumulated RDO's may be available by the parties by agreement.

j) Sick Leave Reduction Incentive Payment

- i) As an incentive to reduce absenteeism through sick leave, the following incentive shall apply for the duration of this Agreement.
- ii) In the first year of the agreement, a bonus of \$300 will be paid to all employees of the Section if the average rate of absenteeism for the whole group does not exceed 5 days sick leave days per person per year.
- iii) The measuring methodology will be based on the total number of sick leave days taken (ie sick leave with pay, sick leave without pay & family leave) for the Section, divided by the average staffing level over the 12 month period.
- iv) Every 12 months after the initial date of registration of this Agreement, the parties will meet to establish new targets and rate of bonus for the following twelve months.



k) Sick Leave Notification

Employees shall notify their Supervisor within 1 hour of their normal commencing time of:

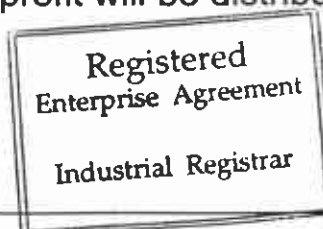
- i) their intention to take sick leave / family leave;
- ii) the reason for their leave; and
- iii) and the expected duration of their leave

7. PAYMENT OF WAGES

- a) Staff shall receive the wage increases specified in the current Enterprise Agreement 2001 (EA2001), based on the relevant eligibility conditions therein for all Council staff.
- c) Beyond the life of the current Enterprise Agreement 2001 (EA2001), 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.

8. PROFIT SHARING

- a) Each 12 month anniversary of Domestic Waste Section contract, the Productivity Monitoring Committee (Productivity Monitoring Committee) will make an assessment of the net profit result of the Domestic Waste Section.
- b) For the purpose of this clause net profit is defined as all internal and external revenue received, less the direct and indirect expenditure required (as identified in the submission for Tender 9806 dated 15 May 1998) to produce said revenue, calculated on each 12 month anniversary date of the contract.
- c) The assessment by the Productivity Monitoring Committee will be conducted within one month after the anniversary has been completed. Any net profit will be distributed in the following manner:



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- i) 20% to Domestic Waste Section staff in the form of a lump sum bonus.
 - ii) 20% to Domestic Waste Section as a contingency for unforeseen occurrences in the next year of operation, to be paid to staff in the form of a lump sum bonus at the end of that year.
 - iii) 10% to Domestic Waste Section as a contingency for investment in new and /or upgraded plant/equipment, training etc. for the next year of operation of the contract. At the end of the contract term any accrued contingency amounts would be distributed to all staff of Domestic Waste Section (at that time) in the form of a lump sum bonus.
 - iv) 50% to Council representing its share of the gains/risks of in-house tender bid
- d) The lump sum bonus will be paid to staff in the most tax effective manner possible. Staff can elect to have the lump sum bonus paid in a form other than cash, providing that this is cost neutral to Council and does not contravene any Law, Regulation or Act.
 - e) All profit distributions to staff will be paid on a pro-rata basis.
 - f) Casual staff are not eligible to receive any profit share.
 - g) Staff who resign during the term of the contract (ie. from 22 June 1998 to 21 June 2003) are ineligible to receive any further profit share bonuses under this scheme.
 - h) Staff who retire during the term of the contract (ie. from 22 June 1998 to 21 June 2003) 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.



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11. 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 Domestic Waste Section.
- b) The Productivity Monitoring Committee will develop appropriate Domestic Waste Section productivity and efficiency indicators and targets within one month after the start of each year of the Agreement.
- c) 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.
- d) The Productivity Monitoring Committee will monitor Domestic Waste Section performance against the targets and make necessary recommendations for corrective action throughout each year of the Agreement.
- e) The Domestic Waste Section productivity and efficiency indicators and other matters dealt with by this Productivity Monitoring Committee shall include but not be limited to:
- sick leave patterns and incidences
 - work patterns and hours of work
 - customer complaints
 - safe work practices
 - ensuring expenditure & 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.
- f) The Productivity Monitoring Committee shall comprise of 2 representatives of the Domestic Waste Section staff, democratically elected by the staff, and will include management representatives. The Productivity Monitoring Committee shall be established in accordance with the provisions of the Productivity Monitoring Committee



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constitution. The Productivity Monitoring Committee shall meet at least monthly.

- g) The Productivity Monitoring Committee shall meet within seven days of the written request of any Domestic Waste Section employee or management to discuss matters affecting the workplace.
- h) The Productivity Monitoring 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 timeframe.

10. CORE STAFF/CONTRACTORS

- a) Management shall, in consultation with the Productivity Monitoring Committee and staff, establish staffing requirements to undertake the functions of the 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 Domestic Waste Section will require an immediate assessment by the parties of the level of permanent staff.
- c) External contractors/casuals will be used to supplement the permanent staffing levels of the Domestic Waste Section:
 - to ensure maximum flexibility in the delivery of services, in cases where it is not cost effective or efficient to utilise permanent staff
 - where specialist skills or equipment is required
 - to provide relief coverage during periods of absence such as sick leave etc. by permanent staff
 - to provide coverage for RDO's and annual leave by permanent staff

This sub-clause of this Clause shall not be used to purposely or unnecessarily reduce the skills of the section or individual staff.



11. 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, competence and training.
- i) 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.
 - ii) Staff must be prepared to undertake specialist skills training as required. The training may be provided both on and off the job.
 - iii) Specifically, all staff will be required to obtain a Medium Rigid RTA drivers licence (ie. previously known as a Class 3A) to ensure they can operate all vehicles used for Domestic Waste services. All costs associated with obtaining the licence will be met by Council.
- b) 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.

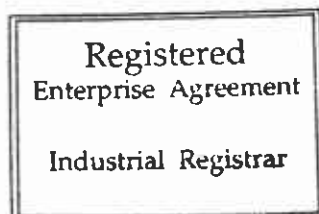
12. CONTINUOUS IMPROVEMENT

- a) The parties to this Agreement shall continue to introduce measures that will assist in the effective implementation of Clause 3 ('Aim of this Agreement') and Clause 4 ('Objectives of this Agreement'), of this Agreement.
- b) The parties are committed to maintain Industry Best Standards.
- c) All issues arising out of this Clause shall first be discussed at the Productivity Monitoring Committee.



13. OCCUPATIONAL HEALTH AND SAFETY

- a) The parties to this agreement endorse an ongoing commitment to the provision of a safe and healthy work environment, and will continue to work co-operatively through the OH&S Committee and other workplace consultative committees.
- b) Council will continue to address hazards in the workplace through the implementation of an occupational health and safety plan which 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 manager 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.

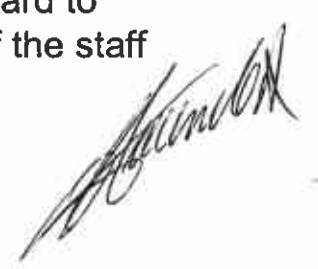


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14. COMPLIANCE WITH CONDITIONS OF TENDER

- 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 9806 - bid submitted 15 May 1998).
- b) The Domestic Waste 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 9806.
- c) The Domestic Waste Section Contract No. 9806 shall be subject to quarterly financial and customer service audits to ensure adherence to the agreed conditions.
- d) Where the annual costs of the Domestic Waste Section tender bid exceed the approved tender bid cost estimates in any one year of the agreed contract period (ie. from 22 June 1998 to 21 June 2003), the Council shall require the Domestic Waste 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 Domestic Waste 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 - Appendix B) by giving six months written notice to the Unit.
- f) In making this decision the Council shall give due regard to influences and/or costs that are beyond the control of the staff or managers of the Domestic Waste Section.



15. DISPUTES & GRIEVANCE RESOLUTION PROCEDURE

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 partners 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 with Section management.
 - i) 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.
 - ii) If not satisfactorily resolved within a further 48 hours the matter may be brought by either party to the attention of the General Manager.
 - iii) 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.
- b) Senior management, Council and officials of the MEU reserve the right to if necessary intervene at an earlier stage, which may involve Industrial Relations Commission conciliation.



16. CONTRACTORS AGREEMENT

As a requirement of the Enterprise Agreement 2001 (EA2001), the parties have developed a code of conduct for all contractors of Council services to abide by. The 'Code of Conduct - Contractors Agreement' is attached in Appendix A of this Agreement.

17. NO EXTRA CLAIMS

- a) The Unions and their members agree that no further claims will be made on Council for pay increases during the life of this Agreement.
- b) Any pay increases arising from a State Wage Case during the life of this Agreement will be absorbed in the pay increases provided for under the Enterprise Agreement 2001 (EA2001), any further Enterprise Agreement and/or substitute arrangement endorsed by Council, and this Agreement.
- c) However, if the pay increases provided through the State Wage Cases applicable during the life of this Agreement, are in excess of the pay increases provided in the Enterprise Agreement 2001 (EA2001), any further Enterprise Agreement and/or substitute arrangement endorsed by Council and this Agreement, the parties may review the option of paying the amount that is in excess.



18. 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
in the presence of** }

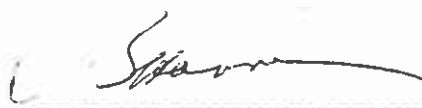


**Director
Living City Services**



Witness

**SIGNED on behalf of
FEDERATED MUNICIPAL AND
SHIRE COUNCIL EMPLOYEES'
UNION OF AUSTRALIA;
NEW SOUTH WALES DIVISION
in the presence of** }



General Secretary

 17.4.00

Witness






CODE OF CONDUCT – CONTRACTORS AGREEMENT

As a requirement of the Enterprise Agreement 2001, 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.



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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.

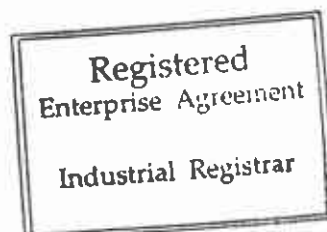
7. Occupational Health Safety & Rehabilitation

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.



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DOMESTIC WASTE & RECYCLING SERVICES

Tender No: 9806

MEMORANDUM OF UNDERSTANDING

Signed on behalf of Service Delivery Division

Signed on behalf of Corporate Resources Division

.....
Signature of Director

.....
Signature of Director

A. J. MCGEE
Full name of signatory

C J HAYNES
Full name of signatory



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Town Hall House 156 Kent Street Sydney GPO Box 1591 Sydney NSW 2001 Telephone 02 9265 1313 Facsimile 02 9265 9222

CLIENT SERVICES DIVISION

and

LIVING CITY SERVICES

**MEMORANDUM OF UNDERSTANDING FOR
PROVISION OF DOMESTIC WASTE AND
RECYCLING SERVICES**

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

DX 1251 SYDNEY



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Registered
Enterprise Agreement
Industrial Registrar



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

- A. On 22 June 1998 Council accepted the Domestic Waste Unit's Tender of 15 May 1998 for the provision of domestic waste and recycling services.
- B. The Request for Tender provided that the domestic waste and recycling services would be carried out in accordance with the applicable clauses of the General Conditions of Contract. The General Conditions of Contract have been amended in accordance with this Memorandum of Understanding and will be used for the purposes of assessing the performance of the Domestic Waste Unit during the course of the agreement.
- C. The Domestic Waste Unit agrees to perform the services generally in accordance with the General Conditions, the amendments to which are set out below.

THE FOLLOWING SECTIONS HAVE BEEN DELETED FROM THE CONTRACT

CLAUSE NO.	TITLE
Clause 1.1.1	Definition of Bank
Clause 3.7	The Service Provider not employee or agent of Council
Clause 11.5	The requirement to provide a section 127 Certification under the Industrial Relations Act
Clause 13	Interest
Clause 15.6	Obligations relating to employees
Clause 18.1.1 & .2	Obligations of Service Provider in respect of Documents
Clause 19.3, 19.5 & 19.6.	Indemnities and insurance requirements
Clause 20.1.1 - .5	Events giving a rise to a right to terminate
Clause 21.1, 21.2 & 21.3	Consequences of Termination
Clause 24.1 & 24.3	Relationship of the Parties
Clause 27.4, 27.5, 27.6, 27.7, 27.8, 27.9 & 27.10	Disputes



THE FOLLOWING CLAUSES HAVE BEEN AMENDED

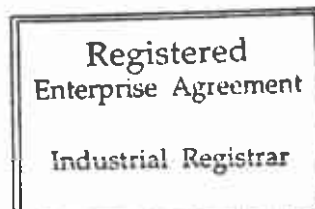
- Clause 4 Clause 4 replaced to reflect facilities used by Service Provider
- Clause 7 Clause 7 replaced to reflect equipment not purchased by Service Provider
- Clause 17 Accounts, financial and other reports
(to make these provisions consistent with other Memoranda of Understanding)
- Clause 18.2 Amend by deleting "The Service Provider shall indemnify..... from and against" at the beginning of the clause and inserting "The Service Provider shall be liable for the cost arising from"
- Clause 19.1 Delete from the beginning of the clause "The Service Provider shall indemnify..... from and against" and replace with "The Service provider shall be liable for.....". Replace "they" on the fourth line with "Council".
- Clause 32 Amended by adding "Memorandum of Understanding and" at the beginning of the clause.

Signed for and behalf of the Corporate Resources Division

Signed for and behalf of the Service Delivery Division

.....
Manager Service Planning & Policy

.....
Director Service Delivery



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