

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/299

TITLE: Council of City of Sydney Roads and Footways Section Local
Workplace Agreement 1998

I.R.C. NO: 98/4232

DATE APPROVED/COMMENCEMENT: 9 August 1998

TERM: 36 Months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the Roads and Footways 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



COUNCIL OF CITY OF SYDNEY

ROADS AND FOOTWAYS

SECTION



Local Workplace Agreement.

1998

John P... [Handwritten signature]

[Handwritten signature]

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. HOURS OF WORK	6
7. MEASURES TO IMPROVE PRODUCTIVITY	7
8. PAYMENT OF WAGES	8
9. PROFIT SHARING	9
10. PRODUCTIVITY MONITORING COMMITTEE	10
11. CORE STAFF/OTHER RESOURCES	11
12. MULTISKILLING AND TRAINING	12
13. CONTINUOUS IMPROVEMENT	13
14. JOB ROTATION	13
15. OCCUPATIONAL HEALTH AND SAFETY	13
16. DOWN TIME	14
17. ANNUAL LEAVE	14
18. COMPLIANCE WITH CONDITIONS OF TENDER	14
19. DISPUTES AND GRIEVANCE PROCEDURE	15
20. CONTRACTORS AGREEMENT	16
21. NO EXTRA CLAIMS	17
22. NO DURESS	17
23. SIGNATORIES TO THE AGREEMENT	18



Appendix A	Code of Conduct - Contractors Agreement
Appendix B	New Classification Structure
Appendix C	Memorandum Of Understanding

John P...

Stewart

1. PARTIES BOUND

This Agreement shall be binding upon, The Council of City of Sydney and the Federated Shire and Municipal Councils Employees' Union of Australia, New South Wales Division, and all staff of the Roads and Footways Section.

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

2. DATE AND PERIOD OF AGREEMENT

This Agreement shall commence from the date of registration in the NSW Industrial Relations Commission and shall remain in force for period of 3 years from the date of registration.



3. AIM OF AGREEMENT

This agreement provides the scope for Council of City of Sydney, Roads and Footways Section to:

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

Dusan Pust

[Handwritten signature]

4. OBJECTIVES OF AGREEMENT



The objectives of this Agreement are:

1. By agreement 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 Roads and Footways Section operates as cost effective Enterprise.
3. To ensure that the expenditure forecasts as determined by the Roads and Footways Section in-house tender bid 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 Maintenance of Roads, Footways, Stormwater Drainage and Street Furniture contract.

[Handwritten signature]

[Handwritten signature]

5. RELATIONSHIP WITH OTHER AWARDS/AGREEMENTS

- a) This agreement shall be read and interpreted in conjunction with the:

Council of the City of Sydney
(Wages Division - Wages and Conditions) Award 1990

Council of the City of Sydney
(Salary Division - Salary and Conditions) Award 1990

Council of City of Sydney
(Wages Division - Wages and Conditions) Interim Award 1994

Council of the City of Sydney
(Wages Division - Salary and Conditions) Interim 1994

Sydney City Council
Salary Band Award 1996

Joint Development Agreement (JDA), 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 Workplace Agreement (LWA), this Agreement shall prevail to the extent of the inconsistency.
- c) In the event of any inconsistency between the Joint Development Agreement (registered 19.11.96 - Ref. EA320/96) and this Local Workplace Agreement (LWA), the JDA shall prevail to the extent of the inconsistency.



David Pitt

G. Hunter

6. HOURS OF WORK

- a) The ordinary weekly working hours Monday to Friday shall be an 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, this hours of work arrangement may be varied to suit the working arrangements and customer needs required for individual activities/functions. The current span of hours, may be varied as per the provisions in Clause 7 (c).
- b) By agreement, Rostered Days Off (RDO) may be rotated in accordance with work programs to ensure that optimum customer service is maintained at all times.
- c) 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.
- d) All staff daily/weekly ordinary hours of work shall be undertaken in accordance with work programs and sub-clause (a) of this clause.
- e) Employees who work in excess of 38 hours per week, as determined in sub-clause (a), (c) and (d) of this Clause, shall accumulate, or be paid for the additional time as follows:

Option 1

By mutual agreement, accumulate the extra hours worked:

- at the appropriate time basis (ie. time and a half etc.)
- which shall be taken in periods of not less than 8 hours, at a time agreed upon between the staff and management.
- accrued time must be taken within the next 52 week period.

Option 2

By mutual agreement, in consideration of the financial parameters outlined in Clause 18, the additional time will be paid at the appropriate award rates of pay as per the relevant Awards.

- f) Where possible permanent employees of the Section will have first preference to work all overtime.



David Peto

[Signature]

7. MEASURES TO IMPROVE PRODUCTIVITY.

a) Inclement weather

For the purpose of this clause, inclement weather means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for exposed employees to continue working whilst the conditions prevail.

It is acknowledged that inclement weather leads to a significant productivity loss given the nature of the work carried out by this Section.

It is agreed to implement the following inclement weather policy.

On days of inclement weather, by mutual agreement, one of the following options may be implemented:

- i) at short notice and whenever possible, maintenance of equipment and training courses identified in Clause 13 of this Agreement will be conducted;
- ii) at management's discretion, employees may choose to go home on full pay and accrue a 2 hour credit for each day that they are absent. These 2 hour credits may be accumulated and are to be worked as required in lieu of overtime.
- iii) employees may access their leave entitlement and go home on full pay,
- iv) use RDOs.

b) Changes to the Council Worker (CW) Classification structure.

In order to remove anomalies in the current CW classification structure and to increase the productivity of the Section, the following changes to the CW classification structure will be implemented. The changes will address genuine multiskilling requirements and reward employees for possession and use of skills, licences and use of all equipment and machinery.

[Handwritten signature]

[Handwritten signature]

The changes to the CW classification structure are as follows:

- (i) all current CW3 positions to be reclassified as CW4;
- (ii) all current CW4 positions to be reclassified as CW5;
- (iii) a new position of Works Co-ordinator will be created. The weekly rate of this position will be a minimum of \$25.00 above the prescribed rate for a CW5.

The staff reclassified as per the above provisions will be required to perform all of the duties as listed in Appendix B.



c) **New Span of hours.**

By agreement with the employees concerned, the current span of hours may be extended from 6am - 8pm to 6am -10pm.

This extension of the span of hours allows the Section to maximise the usage of plant, labour and equipment and mirrors the current noise restrictions applying to work within the Sydney CBD.

Any work carried out within the new spread of hours in excess of 8 hours, attracts the appropriate overtime rates.

8. PAYMENT OF WAGES

- a) Staff shall receive the wage increases specified in the current Joint Development Agreement (JDA), based on the relevant eligibility conditions therein for all Council staff.

Beyond the life of the current JDA, 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.

When the current JDA expires, should there be no agreement on a further JDA, wage increases awarded by State Wage Cases shall apply, subject to the conditions of the State Wage Case.

- b) 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.

9. PROFIT SHARING

- a) Each 12 month anniversary of Maintenance of Roads, Footways, Stormwater Drainage and Street Furniture Contract, the Productivity Monitoring Committee will make an assessment of the net profit result of the Roads and Footways 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 9741 - dated 23 December 1997) 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:
 - i) 20% to Roads and Footways Section staff in the form of a lump sum bonus.
 - ii) 20% to Roads and Footways 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.
 - iii) 10% to Roads and Footways 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 Roads and Footways Section in the form of a lump sum bonus at the end of the contract.
 - iv) 50% to Council representing its share of the gains/risks of the in-house tender bid.
- d) 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.
- 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.



Don P...

Blundell

- h) Employees who retire during the term of the contract (ie. from 1 July 1998 to 30 June 2001) 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.

10. PRODUCTIVITY MONITORING COMMITTEE

- a) A Productivity Monitoring Committee 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 Roads and Footways Section.
- b) The Productivity Monitoring Committee will develop appropriate Roads and Footways 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 Roads and Footways Section performance against the targets and make necessary recommendations for corrective action throughout each year of the Agreement.
- e) The Roads and Footways 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
 - appointment of new staff
 - customer complaints
 - safe work practices
 - 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.



- f) The Productivity Monitoring Committee shall comprise of approximately 6 representatives of the Roads and Footways Section. The composition of the Productivity Monitoring Committee will include a management representative and the balance will be democratically elected by staff. 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 Roads and Footways 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 time frame.
- i) The Productivity Monitoring Committee 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 relevant topics.



11. 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 Roads and Footways 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 Roads and Footways Section will require an immediate assessment by the parties of the level of permanent staff.

A handwritten signature in black ink, appearing to be 'Dion P...'.

A handwritten signature in black ink, appearing to be 'Gunn...'.

- c) A pool of casuals may also be used to supplement the permanent staffing levels of the Roads and Footways Section:
- where specialist skills or equipment are required
 - to provide relief coverage during periods of absence such as sick leave etc. by permanent staff
 - to provide coverage for Rostered Days Off by permanent staff.

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



12. 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.
- 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.
- 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) Within 3 months of the registration of this Agreement, the parties will develop and implement a detailed training plan for staff which will include an appropriate OH&S component.
- f) Staff will be encouraged to become multi-skilled 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.
- g) Employees agree to undertake the necessary training at Councils 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.

13. CONTINUOUS IMPROVEMENT

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.

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.



14. JOB ROTATION

Staff may from time to time, be rotated across the range of designated work areas in Roads and Footways Section. This will ensure flexibility in the arrangement of work and the maintenance of a high quality standard of service delivery.

Job rotation may also assist staff of to develop new skills, maintain and/or improve existing skills and increase the staff capacity to perform wider range of responsibilities.

15. 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 cooperatively 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 polices 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.

16. DOWN TIME

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. wash-up, administration etc. shall be promptly carried out.

17. 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 the Annual Leave provisions (clause 20) of the Wages Division - Wages and Conditions Award 1990.

18. 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 9741 - bid submitted 23 December 1997).
- b) The Roads and Footways Section will operate financially within the cost estimates submitted to Council in the tender bid and accepted by Council. Additional funds for the provision of Roads and Footways services can only be varied by resolution of Council, or, in accordance with the process outlined in the Specifications for Tender 9741.
- c) The Contract No. 9741 shall be subject to quarterly financial and customer service audits to ensure adherence to the agreed conditions.



[Handwritten signature]

[Handwritten signature]

- d) Where the annual costs of the Roads and Footways Section tender bid exceed the approved tender bid cost estimates in any one year of the agreed contract period (ie. from 1 July 1998 to 30 June 2001), the Council shall require the 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 Roads and Footways 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 C) by giving six months written notice to the Roads and Footways Section.
- 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 management of the Roads and Footways Section.



19. DISPUTES AND GRIEVANCE RESOLUTION

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

- a) 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:
 - (i) Should a grievance or claim arise which gives cause for concern for an employee they shall raise the matter with the Roads & Footways Section management.
 - (ii) 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.
 - (iii) If not satisfactorily resolved within a further 48 hours the matter may be brought by either party to the attention of the General Manager.
 - (iv) 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.

[Handwritten signature]

[Handwritten signature]

- 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.

20. CONTRACTORS AGREEMENT

As a requirement of the Joint Development Agreement the parties have agreed to develop a code of conduct for all contractors of Council services to abide by. The draft 'Code of Conduct - Contractor Agreement' is attached in Appendix A of this Agreement.



21. NO EXTRA CLAIMS

Subject to Clause 8, of this Agreement, the Union and their members agree that no further claims will be made on Council for pay increases during the life of this Agreement.

22. NO DURESS

This Agreement was freely entered into without duress by all the parties who support and endorse the provisions contained herein.

A handwritten signature in black ink, appearing to be "John [unclear]".

A handwritten signature in black ink, appearing to be "Amanda".

23. 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**



**Director
Living City Services**

in the presence of

Witness

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



in the presence of

Witness



CODE OF CONDUCT - CONTRACTORS AGREEMENT.

As a requirement of the Joint Development Agreement, the partners have agreed to the principles and standards of behaviour which will be required of any contractor, subcontractor, consultant and supplier wishing to do business with the Council of the City of Sydney.

Any enquiries concerning this Code and responsibility for its enforcement rests with the Director, Service Delivery.

This Code 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 the contractor, could lead to termination of the contract.

The majority of the conditions in the Code 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 is included in all tender specifications. The Code is a mandatory component of all contracts entered into by Council.

1. Care of the Work and Requirement 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 the work.

4. Public Liability Insurance

The Contractor shall take out a Public Liability Insurance Policy prior to the commencement of the work.

5. Insurance of Employees

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

6. Rates and Conditions

Contractors, subcontractors, consultants and suppliers must comply with the provisions of applicable:

- awards, and/or enterprise or project agreements, and
- legislative requirements.

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 respects confidentiality.

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 (PPS) of taxation are not permitted.

7. Occupation Health and Safety

Contractors, subcontractors, consultants, suppliers and their employees must comply with their OH&SR obligations under legislation, relevant industry codes of practice, safety procedures in applicable awards and/or enterprise or project agreements, and the general law.

Contractors are required to have an OH&SR 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/or consultation.

The Contractor agrees to comply with any direction given by the Council of City of Sydney in respect to safety.



Dusan Put

[Signature]

New Classification Structure



WORK COORDINATOR

- Ensure all work is carried out in accordance with safe work instructions, training requirements and the City's Occupational Health Safety and Rehabilitation Procedures manual.
- Organise and co-ordinate the use of plant and equipment on maintenance work to ensure cost effective use.
- Lay out and establish site and traffic control to ensure the safety of the work gang and the public. Ensure provisions of Council's Traffic Control Manual are complied with.
- Supervise the work flow and allocate tasks within the gang to maintain effective operation and safe work practices.
- Lead the gang in undertaking the work, including excavation, and concrete and asphalt placement and finishing to ensure a quality outcome through a focus on the detail of the job.
- Order materials and equipment to facilitate the work flow of the gang.
- Operate small items of plant in a safe manner to ensure effective completion of the work.
- Answer simple questions and complaints from the public to promote the image of Council by being courteous and interested.
- Develop and coach new labourers in the range of work performed by the gang to ensure a broad range of skills are maintained.
- Complete activity sheets to record activities carried out by the gang on a daily basis.
- Other duties consistent with work as directed by the Team Leader.

[Handwritten signature]

[Handwritten signature]



CW5 (Driver)

- Ensure all work is carried out in accordance with safe work instructions, training requirements and the City's Occupational Health Safety and Rehabilitation Procedures manual
- Safe operation of vehicle and attached hydraulic lifting equipment.
- Operate small items of plant in a safe manner to ensure effective completion of the work.
- Provide assistance in carrying out the maintenance of roads and footways consistent with the Operational and Quality Plan and in accordance with contract requirements, operating procedures and work instructions.
- Check general operational condition of vehicle before leaving the depot. Top up fuel, oil and water as required and report any faults or damage of the vehicle to the supervisor promptly.
- Maintain the vehicle in a clean condition to promote the image of the Section and Council to the public.
- Complete vehicle operation sheets to record operational usage of the vehicle on a daily basis.
- Collect and drop off materials from Council's depots and external suppliers and promptly forward all paperwork to the appropriate personnel within the Section on a daily basis.
- Other duties consistent with work as directed by the Work Coordinator.

CW4 (Labourer)

- Ensure all work is carried out in accordance with safe work instructions, training requirements and the City's Occupational Health Safety and Rehabilitation Procedures manual
- Operate small items of plant such as compressors and jack hammers and undertake maintenance activities such as excavation and concrete and asphalt placement and finishing in a safe manner to ensure effective completion of the work.
- Provide assistance in carrying out the maintenance of roads and footways consistent with the Operational and Quality Plan and in accordance with contract requirements, operating procedures and work instructions.
- operate two-way radios and other communication equipment.
- assist in the provision of on-the-job training in conjunction with supervisors and trainers

Susan Pate

[Signature]

**MAINTENANCE OF ROADS, FOOTWAYS,
STORMWATER DRAINAGE, LINE MARKING
AND SIGN POSTING**


Tender No 9741



MEMORANDUM OF UNDERSTANDING

Signed on behalf of Living City
Services Division

Signed on behalf of Corporate Resources
Division



Signature of Director

Alex Lawson

Full Name of Signatory (printed)

Alex Lawson Corporate Resources



Signature of Director

Tony John McGee

Full Name of Signatory (printed)





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



1. At its meeting on 14 April 1997, it was resolved that:
 - (a) Council award the contract for maintenance of roads, footways, stormwater drainage, line marking and sign posting to the Living City Services Division based on the schedule of rates submitted in accordance with the terms and conditions of the contract set out in the Request for Tender, subject to:
 - (i) there being a weekly footpath inspection routine for the whole city including tree grates;
 - (ii) pot-hole repairs and other minor repairs being executed within two (2) working days of their occurrence, except where:
 - a. they do not involve public safety issues;
 - b. the works required are of a physical nature such as would render them unable to be programmed within this period;
 - c. they are programmed for more extensive work and there is no immediate safety issue.
 - (b) The General Manager be directed to ensure that all street name plates currently missing from city streets are installed by 31 October 1998.
2. The Request for Tender provided that the maintenance of roads, footways, stormwater drainage, line marking and sign posting 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 Living City Services Division during the course of the agreement.
3. Living City Services Division agrees to perform the services in accordance with those conditions including the amendments to which are set out below. A copy of the General Conditions of Contract incorporating the amendments which are set out below is annexed to this Memorandum.

Dusan Put

[Signature]

**MAINTENANCE OF ROADS, FOOTWAYS, STORMWATER DRAINAGE,
LINE MARKING AND SIGN POSTING**

Contract No 9741




**CONDITIONS OF CONTRACT FOR
MAINTENANCE OF ROADS, FOOTWAYS,
STORMWATER DRAINAGE, LINE MARKING
AND SIGN POSTING**

Signed on behalf of Living City
Services Division

Signed on behalf of Client Services
Division


.....
Signature of Director

Anthony John McGeer
.....
Full Name of Signatory (printed)


.....
Signature of Director
Alex Lawson

Alec Lawson
.....
Full Name of Signatory (printed)





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

CLAUSE NO.	TITLE
1.1(b)	Definition of Bank
3.7	Representations to others
7.4 and 7.6	Storage of Council Equipment and Recovery of Council Equipment
13	Interest
19.1(a) and (b)	Warranties
20.2	Use of areas
20.3	Extent of liability
21.1(a) - (e)	Events giving rise to a right to terminate
22.1, 22.2 and 22.3	Consequences of termination
23.5	Confidentiality
25.1, 25.3 and 25.4	Relationship of the parties
28.4, 28.5 and 28.6	Disputes
29.2	Assignment
31	Whole agreement



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

CLAUSE NO.	TITLE
7.7	Hire Fees for Council Equipment

[Handwritten signature]

[Handwritten signature]

(C) THE FOLLOWING SECTIONS HAVE BEEN AMENDED IN THE CONTRACT

CLAUSE NO.	TITLE
4.1(a)	Council Depot Space (has been amended to reflect the occupation of the relevant areas as a non-exclusive licence.
4.1(c)(viii)	Council Depot Space has been amended to permit storage of dangerous goods.
7.1(b)	Provision of Council Equipment has been amended to permit equipment use for other than the provision of the Services.



Signed for and on behalf of the Corporate Resources Division

Signed for and on behalf of the Living City Services Division

Alec Lawson

Terry John McGee

Alec Lawson

Terry John McGee

Name (print):

Name (print):

A/ Director, Corporate Resources

Director, Living City Services

Alan Part

[Signature]