

**REGISTER OF
ENTERPRISE AGREEMENTS**

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT NO: EA98/27

**TITLE: Council of City of Sydney Recreation & Community Services Local
Workplace Agreement 1997**

I.R.C. NO: 97/6358

DATE APPROVED/COMMENCEMENT: 28 November 1997

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

**EMPLOYEES: Employees working in the Recreation and Community Services Section of
Council**

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

Registered
Enterprise Agreement
Industrial Registrar

COUNCIL OF CITY OF SYDNEY

RECREATION
&
COMMUNITY SERVICES

Local Workplace Agreement.

1997

CLAUSE

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Attachment A Draft Code of Conduct-Contractors Agreement

**Attachment B Recreation & Community Services
Memorandum of Understanding**

1. PARTIES BOUND

This Agreement shall be binding upon, The Council of City of Sydney and the Federated Municipal and Shire Employees Union of Australia: New South Wales Division (MEU), and **all staff** employed within the Recreation & Community Services areas in the following locations and classifications.

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 New South Wales Industrial Relations Commission and shall remain in force for period of **3 years** from the date of registration.

However, if the contract for the Recreation & Community Services is terminated within the life of this Agreement, it will render this Agreement null and void.

3. AIM OF AGREEMENT

This agreement provides the scope for Council of City of Sydney, Recreation & Community Services 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 Recreation & Community Services to share in any net profits achieved from the workplace reform and competitive processes. To allow this, all necessary information and records shall be made available to the parties signatory to this agreement.

4. **OBJECTIVES OF AGREEMENT**



The objectives of this Agreement are:

1. To implement new conditions of employment as required, and as agreed by the parties.
2. To implement new methods of operation and matters ancillary to the new methods of operation that will ensure the Recreation & Community Services operates as cost effective Enterprise, and as agreed by the parties.
3. To ensure that the expenditure forecasts as determined by the Recreation & Community Services 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 experienced 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 Recreation & Community Services contract.

5. RELATIONSHIP WITH OTHER AWARDS/AGREEMENTS

Registered
Enterprise Agreement
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- 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
(Salary 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 (JDA) and this Local Workplace Agreement (LWA), the JDA shall prevail to the extent of the inconsistency.

6. **HOURS OF WORK**

- a) 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 "Wages" Division Awards and Agreements.
- b) The ordinary full time weekly working hours shall be an average of 36.25 per week, on the basis of 145 hours per every four weeks, for positions covered by "Salaries" Division Awards and Agreements.
- c) A part-time employee may work more than their regular rostered number of hours at their ordinary hourly rate by agreement. Part-time employees shall only be paid overtime where the employee works more than:
- 145 hours every four weeks for positions covered by "Salaries" Division Awards and Agreements; or
 - 152 hours every four weeks for positions covered by "Wages" Division Awards and Agreements.
- d) Part-time working arrangements may be varied in consultation with the employee and will be stated in writing.
- e) All staff daily/weekly ordinary hours of work shall be undertaken in accordance with rosters.
- f) All rosters shall be developed in consultation with staff, so as to ensure the highest level of productivity is achieved and maintained. Shifts may be rostered between the hours of 5.00 am - 12.00 pm Monday to Sunday inclusive.
- g) Employees shall be given at least 48 hours notice of any change in shift roster. An employee not provided with the required notice is to be paid a penalty for the first shift worked on the changed roster calculated on the basis of 50% of the ordinary rate of pay applicable to such shift.
- Subject to the paragraph above, by agreement, employees may vary the notice period to less than 48 hours without attracting the additional penalty on each occasion.
- h) There shall be an interval of at least 8 hours between the termination of any shift and the commencement of the next succeeding shift.
- i) By agreement Employees who work in excess of 145 hours per four weeks (for "Salaried" staff) or 152 hours per four weeks (for "Wages" staff), shall be compensated for the additional time as follows:

Option 1

At the appropriate time basis (eg. as per the award penalty rates)

Option 2

By agreement with the staff member concerned, accumulated time may be taken at time within the ensuing six month periods at ordinary rates of pay. All disagreements shall be referred to parties to the agreement.



7. **PAYMENT OF WAGES**

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

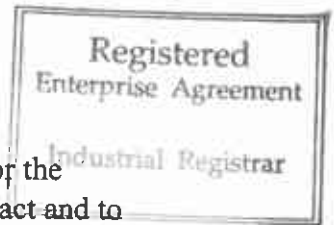
Beyond the life of the current Joint Development Agreement, rates of pay for this Agreement, shall only be increased in direct relationship to dollar rate or percentage increases awarded by a further Enterprise Agreement or Award.

- b) The current rates of pay for permanent staff include an annualised component for shiftwork penalties, annual leave loading and additional leave benefits available to shiftworkers who work a rostered shift or are rostered off duty on a public holiday.
- c) The rate of pay for casual Operating Assistants will be Salary Band 2 which is inclusive of the 23.5% loading as provided for in Council's Awards.
- d) To ensure an equitable distribution for working public holidays, staff from all facilities will be rostered accordingly.



8. GAIN SHARING

- a) Each 12 month anniversary of Recreation & Community Services contract, the Productivity Monitoring Committee will make an assessment of the net profit result of the Recreation & Community Services. 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 operating surplus'.
- b) The assessment by the Productivity Monitoring Committee will be conducted within one month after the anniversary has been completed. Any net operating surplus will be distributed in the following manner:
 - i) 20% to Recreation & Community Services staff in the form of a lump sum bonus on a pro rata period of twelve months. The bonus shall only be paid after the productivity has been assessed by the Recreation & Community Services Productivity Monitoring Committee as achieving all the productivity and efficiency targets for the period completed.
 - ii) 20% to Recreation & Community Services as a contingency for unforeseen occurrences in 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 Recreation & Community Services (at that time) in the form of a lump sum bonus.
 - iii) 10% to Recreation & Community Services 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 Recreation & Community Services (at that time) in the form of a lump sum bonus.
 - iv) 50% to Council representing its share of the gains/risks of the in-house tender bid.
- c) The lump sum bonus will be paid to staff in the most tax effective manner possible. Staff may 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.



9. PRODUCTIVITY MONITORING COMMITTEE

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 Recreation & Community Services.

The Committee will develop appropriate Recreation & Community Services productivity and efficiency indicators and targets within one month after the start of each year of the Agreement.

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.

The Committee will monitor Recreation & Community Services performance against the targets and make necessary recommendations for corrective action throughout each year of the Agreement.

The Recreation & Community Services productivity and efficiency indicators and other matters dealt with by this Committee shall include but not be limited to:

- sick leave patterns and incidences for the section
- 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.

The committee shall comprise of an agreed number of representatives of the Recreation & Community Services. The composition of the Committee will include a management representative and the balance will be democratically elected by staff. The Committee shall meet at least monthly.

The Committee shall meet within seven days of the written request of any Recreation & Community Services employee or management to discuss matters affecting the workplace.

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.



10. CORE STAFF/OTHER RESOURCES

- a) Management shall in consultation with the Productivity Monitoring Committee and staff, establish staffing requirements to undertake the functions of the Recreation & Community Services.
- 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 Recreation & Community Services will require an immediate assessment by the parties of the level of permanent staff and the price of the contract and services.
- c) External contractors/casuals will be used to supplement the permanent staffing levels of the Recreation & Community Services, as and if specialist services are required and are unable to be provided by Council's usual/internal staff within operational parameters:
 - 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 are required
 - to provide relief coverage during periods of absence such as sick leave etc. by permanent staff
 - to provide coverage for annual leave by permanent staff.

This sub-clause of this Clause shall not be used to purposely or unnecessarily reduce the skills of the Recreation & Community Services 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, competency, training and safety.

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.

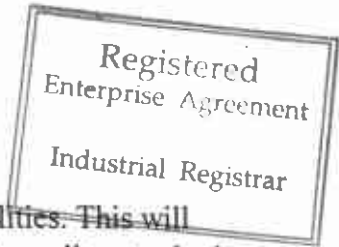
Staff must be prepared to undertake specialist skills training as required. The training may be provided both on and off the job and in line with Council's training policies.

- 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

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.



13. JOB ROTATION

Staff will be from time to time, rotated across the range of community facilities. This will ensure flexibility in the arrangement of work and the maintenance of a high quality standard of service delivery.

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.

14. 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 supervisor 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.

15. 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. administration etc. shall be promptly carried out.

16. 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.

17. **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.
- b) The Recreation & Community Services 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 tender specifications.
- c) The Recreation & Community Services contract shall be subject to quarterly financial and customer service audits to ensure adherence to the agreed conditions.
- d) Where the annual costs of the Recreation & Community Services Section tender bid exceed the approved tender bid cost estimates in any one year of the agreed contract period, the Council shall require the Recreation & Community Services 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 Recreation & Community Services is unable to bring its costs in line with the original tender bid in the allocated time, the Council may terminate the contract agreement by giving six months written notice to the Recreation & Community Services (also refer to Clause 2 of this Agreement). 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 Recreation & Community Services.



18. 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 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 Recreation and Community Services management.
 - ◆ 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 Service Delivery.
 - ◆ If not satisfactorily resolved within a further 48 hours the matter may be brought by either party to the attention of the General Manager.
 - ◆ 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 the assistance of Industrial Relations Commission conciliation.

19. **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 - Contractors Agreement' is attached in Appendix A of this Agreement.



20. **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 7.

21. SIGNATORIES TO THE AGREEMENT

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

**SIGNED on behalf of
THE SYDNEY CITY COUNCIL**

}
}
}
}



**Director
Service Delivery**




in the presence of



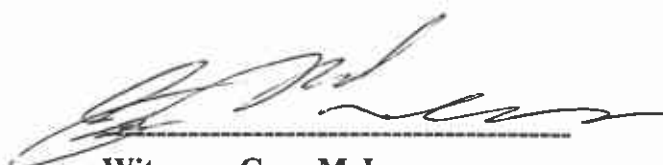
Witness

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

}
}
}
}


Jack Merchant
Greg McLean
General Secretary

in the presence of



**Witness - Greg McLean
Secretary
Energy & Utilities Sub-Branch**

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

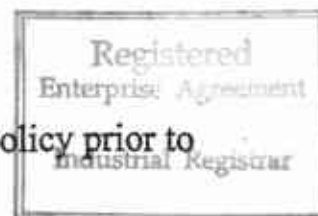
The Contractor shall be responsible for the care of work under the contract.

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.



CLIENT SERVICES DIVISION

AND

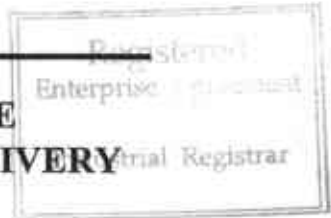
SERVICE DELIVERY DIVISION

**MEMORANDUM OF UNDERSTANDING FOR
PROVISION OF
RECREATION AND COMMUNITY SERVICES**

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

DX 1251 SYDNEY

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

- (a) On Monday, 16 June 1997 Council accepted the Service Delivery Division's tender of 5 May 1997 for the provision of recreation and community services (the Service).
- (b) The Request for Tender required that the Service be provided 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 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(b) Definition of Bank
- Clause 3.7 The Service Provider shall not represent itself as being employees or agents of Council
- Clause 4.4 (c) Service Provider shall remove all equipment from the Premises
- Clause 4.4 (d) Service Provider must meet cost of non-compliance with 4.4 (a) or (c).
- Clause 11.5 Requirement to provide a section 127 Certification under the Industrial Relations Act.
- Clause 13 Interest
- Clause 15.6 Soliciting staff



- Clause 18.1 (a) Authority to enter agreement
(b) All action has been taken to render agreement binding.

Clause 19.2, 19.3, 19.5 and 19.6 - to be deleted.

Clause 20.1 (a)-(e) Events giving rise to a right to terminate.

Clauses

21.1, 21.2, 21.3 Consequences of Termination

Clauses 24.1, 24.3 and 24.4
Relationship of Parties

Clause 25 Bankers Undertaking

Clause 26 Performance Guarantee

Clauses 27.4 to 27.10
Disputes

Clause 30 Whole Agreement

Clause 32.11 (a) and (b) to be deleted

B THE FOLLOWING CLAUSES HAVE BEEN AMENDED

Clause 1 (d) "Commencement Date" means 4 September 1997

Clause 1 (h) Amend to include Council buses for the purposes of clause 7.4 to 7.10.

Clause 4.1 (d) (I) Clause amended to read :

"a condition report is to be completed within three (3) months after the Commencement Date in respect of each Facility, which report shall be agreed to by the parties ;"



- Clause 7.4 (a) Clause amended to read :
- “an asset condition report is to be completed within three (3) months after the Commencement Date in respect of each item of Council Equipment, which report shall be agreed to by the parties ;”
- Clause 7.10 Change numbering to 7.9
- Clause 17 Accounts, financial and other reports (to make these provisions consistent with the Memorandum of Understanding).
- Clause 18.2 Clause amended to read:
- “The Service Provider shall be liable for the cost arising from any breach by the Service Provider of any of the warranties contained in clause 18.1 including all damages, expenses (including legal costs on a solicitor-client basis) and other liability arising in relation thereto.”
- Clause 19.1 Clause replaced consistent with Street Cleaning contract
- Clause 31 Clause replaced consistent with Street Cleaning contract.

(C) THE FOLLOWING CLAUSES HAVE BEEN ADDED

- Clause 1 Interpretation: the following definition has been added:
- (o1) “Licence Fee” means the fees payable by the Service Provider to Council as specified in Schedule 1 in respect of the Council Buses.



Clause 11: The following new clauses have been added:

“11A LICENCE FEE FOR USE OF COUNCIL BUSES

11A.1 The Service Provider shall provide to Council within five (5) Business Days of the end of each month details of its usage of the Council Buses.

11A.2 Council shall determine the Licence Fee on a monthly basis and deduct the Licence Fee from payments due to the Service Provider.”

Schedule 1: Add the following provision to Schedule 1:

Licence Fee (clause 1 (o1): \$11,339 per annum per bus and increased in accordance with clause 11.2 of the General Conditions of Contract.

Schedule 1:

“Objectives”, page 40 of the Schedules: the following has been inserted and is consistent with 4.1.1 of the Specification:

The Council seeks a Provider to manage specified Centres and conduct programs on behalf of Council. The Council of the City of Sydney requires an efficient, quality, value for money recreation and community service which is responsive to the needs of the community.

The Council’s objective is to provide programs and services such that:

- from the commencement of the Contract, services are equal to or better than those presently provided in terms of quantity, quality, frequency, duration and type of service.
- services are delivered in an efficient, cost-effective manner.
- a consultative approach is adopted with customers and the community in which there is two-way communication (see 4.1.13 [r] of the specification).
- there is an increase in:
 - the level of awareness of the Service within the City community.
 - the level of usage of the Service by the City community.

- the level of satisfaction with the Service among the City community.

In year 1 of the Contract, Council requires current programs and services (see appendices 1 and 2 of the Specification) to be delivered to at least current standards (see 4.1.10 of the Specification for measures of performance).



In year 1, Council requires the Service Provider to develop a Service Strategic Plan (see 4.2 of the Specification) for consideration and adoption by Council. The planning process must be conducted such that:

- the differing needs of individual communities are identified, understood and incorporated into service provision.
- priorities are established for services appropriate for all groups in the City's diverse community.

Following adoption of the Service Strategic Plan by Council, the Service Provider must deliver services and programs consistent with the adopted Plan and within the amount of the year 1 fee adjusted in line with CPI (see 4.1.8 of the Specification for Tender Pricing).

Should the Service Strategic Plan identify needs for additional services which cannot be funded within the amount of the Annual Fee, Council will consider Service Enhancement Proposals. Such proposals must be costed separately. Council may accept or reject all such proposals.

Following adoption of the Service Strategic Plan, the performance of the Service Provider will be measured against the implementation of the adopted Plan.

Signed for an on behalf of the
Client Services Division

Signed for an on behalf of the
Service Delivery Division

.....
Director, Corporate Resources

.....
Director, Service Delivery