

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/30

TITLE: Council of City of Sydney Property Cleaning Unit Local Workplace Agreement 1997

I.R.C. NO: 97/6354

DATE APPROVED/COMMENCEMENT: 23 January 1998

TERM: 36 months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees working in the Property Cleaning Unit

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

ANNEXURE 2

Registered
Enterprise Agreement
Industrial Registrar

COUNCIL OF CITY OF SYDNEY

PROPERTY CLEANING UNIT

Local Workplace Agreement.

1997

CLAUSE

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**ATTACHMENT A - Property Cleaning Services
Memorandum of Understanding**



1. PARTIES BOUND

This Agreement shall be binding upon, The Council of City of Sydney and the MEU, and all staff of the Property Cleaning Unit.

2. DATE AND PERIOD OF AGREEMENT

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

However, if the contract for the Property Cleaning Unit 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, Property Cleaning Unit 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 Property Cleaning Unit to share in any net profits achieved from the workplace reform and competitive processes.



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 Property Cleaning Unit operates as cost effective Enterprise.
3. To ensure that the expenditure forecasts as determined by the Property Cleaning Unit 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 downtime 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 Property Cleaning Unit contract.

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

6. HOURS OF WORK

- a) The ordinary weekly working hours 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.
- b) Rostered Days Off will be rotated in accordance with rosters to ensure that optimum customer service is maintained at all times.



The parties, may agree to have RDOs accumulated to a maximum of 5 per year. Other options for the treatment of accumulated RDOs may be available to the parties by agreement.

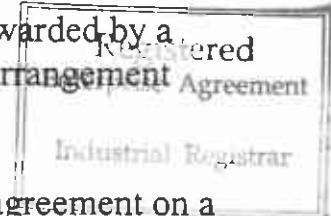
- c) All staff daily/weekly ordinary hours of work shall be undertaken in accordance with rosters.
- d) All rosters shall be developed in consultation with staff, so as to ensure the highest level of productivity is achieved and maintained. Rosters will incorporate all appropriate and relevant penalty rates and conditions.
- e) By agreement, staff may reduce the 8 hour interval stipulated in Council of City of Sydney, Wages Division - Wages and Conditions, Award 199 , Clause 6, Paragraph 3., to 7 hours or less, without incurring the automatic payment of double time.
- f) Employees who work in excess of 38 hours per week, as determined in sub-clause (a), (c) and (d) of this Clause, shall be paid at the appropriate rates of pay as per the relevant Awards.

By agreement with management, employees may opt to receive time off in lieu of payment. If this option is taken, accumulated time will be accrued at the appropriate time basis ie. time and a half etc. and shall be taken in periods of not less than 8 hours, at a time agreed upon between the employees and management. (Accrued time must be taken within the next 52 week period.)

7. PAYMENT OF WAGES

- a) Staff shall receive the wage increases specified in the current JDA, based on the relevant 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 and/or by substitute arrangement endorsed by Council.



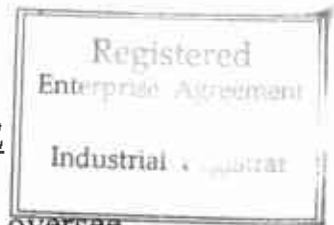
When the current JDA expires, should there be no agreement on a further JDA, wage increases awarded by State Wage Cases shall apply, subject to the conditions of the State Wage Case.

- b) The current rates of pay of staff will be adjusted from the date of registration of this Agreement, to include an annualised component for Annual Leave Loading. Outstanding accrued Annual Leave Loading amounts, will be paid out as a lump sum payment on date of registration of this Agreement.
- c) 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.

8. PROFIT SHARING

- a) Each 12 month anniversary of Property Cleaning Unit contract, the Productivity Monitoring Committee will make an assessment of the net profit result of the Property Cleaning Unit. Within six months of the commencement of this Agreement, the parties will determine and reach agreement on the accounting principles and all other factors that will clearly and unambiguously define the term 'net profit'.
- b) The assessment by the Productivity Monitoring Committee will be conducted within one month after the anniversary has been completed. Any net profit will be distributed in the following manner:
 - i) 20% to Property Cleaning Unit staff in the form of a lump sum bonus.
 - ii) 20% to Property Cleaning Unit 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 Property Cleaning Unit 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 Property Cleaning Unit 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.
- c) The lump sum bonuses will be paid to staff in the most tax effective manner possible. Staff can elect to have the lump sum bonuses paid in a form other than cash, providing that this is cost neutral to Council and does not contravene any Law, Regulation or Act.
- d) All profit distributions to employees will be paid on a pro-rata basis.

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



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 Property Cleaning Unit.

The Committee will develop appropriate Property Cleaning Unit 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.

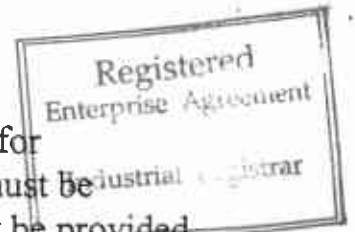
The Committee will monitor Property Cleaning Unit performance against the targets and make necessary recommendations for corrective action throughout each year of the Agreement.

The Property Cleaning Unit productivity and efficiency indicators and other matters dealt with by this Committee shall include but not be limited to:

- sick leave patterns and incidences
- appointment of new staff
- customer complaints
- safe work practices
- 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 approximately 3 representatives of the Property Cleaning Unit. 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 Property Cleaning Unit 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 timeframe.

The PMC will be adequately resourced and trained so that they may carry out their responsibilities in an informed manner. Specific training will be provided on topics such as financial management, budgeting, cost control, performance monitoring and measurement, quality assurance and any other relevant topics.



10. 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 Property Cleaning Unit.
- 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 Property Cleaning Unit will require an immediate assessment by the parties of the level of permanent staff.
- c) A pool of casuals may also be used to supplement the permanent staffing levels of the Property Cleaning Unit:
- where specialist skills or equipment are required ie. window cleaning
 - to provide relief coverage during periods of absence such as sick leave etc. by permanent staff
 - to provide coverage for Rostered Days Off and Recreation Days by permanent staff.

This sub-clause of this Clause shall not be used to purposely or unnecessarily reduce the skills of the Property Cleaning Unit 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.

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.

- 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.
- c) Within 3 months of the registration of this Agreement, the Council will develop and implement a detailed training plan for employees which will include and appropriate OH&S component.
- d) Staff will be encouraged to become multiskilled in an effort to progress within the wage structure in the section. Where possible training will be provided to enable staff to upgrade licences and so allow them to operate all items of plant used in the delivery of the service.
- e) 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.

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

By agreement, staff may from time to time, be rotated across the range of designated cleaning areas and cleaning functions therein. 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.

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 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 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 downtime. Work functions which are incidental to the main role of staff ie. wash-up, 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 Property Cleaning Unit will operate financially within the cost estimates submitted to Council in the tender bid and accepted by Council. Additional funds for the provision of Property Cleaning services can only be varied by resolution of Council, or, in accordance with the process outlined in the tender specifications.
- c) The Property Cleaning Unit 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 Property Cleaning Unit tender bid exceed the approved tender bid cost estimates in any one year of the agreed contract period, the Council shall require the Property Cleaning Unit 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 Property Cleaning Unit 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 Property Cleaning Unit (also refer to Clause 2 of this Agreement).
- 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 Property Cleaning Unit.

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 with Property Cleaning Unit 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 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 Attachment B of this Agreement.

20. NO EXTRA CLAIMS

Subject to Clause 7 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.

21. NO DURESS

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

22. OVERTIME

Employees will be expected to work a reasonable amount of overtime. Overtime that becomes available will be rostered among the employees.

23. 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
in the presence of** }




Director Service Delivery





Witness

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



General Secretary





Witness

Registered
Enterprise Agreement

Industrial Registrar

Attachment A

**Property Cleaning Services
Memorandum of Understanding.**



CORPORATE RESOURCES DIVISION

and

SERVICE DELIVERY DIVISION

**MEMORANDUM OF UNDERSTANDING FOR
PROPERTY CLEANING SERVICES**

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

DX 1251 SYDNEY

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**MEMORANDUM OF UNDERSTANDING FOR PROPERTY CLEANING
SERVICES OF SYDNEY CITY COUNCIL**



- (a) On 21 April 1997 Council accepted the Service Delivery Division's Tender of 24 February 1997 for the cleaning of Council properties. The term of the Contract to be for three years with Council reserving the right at its absolute discretion, and in accordance with the terms and conditions of the Contract set out in the Request for Tender.
- (b) The Request for Tender provided that the cleaning 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 Service Delivery Division during the course of the agreement.
- (c) The Service Delivery Division agrees to perform the property cleaning services generally in accordance with those conditions, the amendments to which are set out below and the Tender submitted on 24 February as clarified by letters contained in Appendix B of the General Conditions of Contract.

THE FOLLOWING SECTIONS HAVE BEEN DELETED FROM THE CONTRACT

CLAUSE NO.	TITLE
Clause 1(a)	Definition of Bank
Clause 1(i)	Definition of Encumbrance
Clause 3.7	The Service Provider not employee or agent of Council
Clause 4.1(a)	Exclusive Right to occupation of Service Areas
Clause 4.4(b) & (c)	The surrender of the Service Areas
Clause 7.4	The Service Provider as bailee of Council Equipment
Clause 7.6	Failure to deliver or return Council Equipment
Clause 11.5	The requirement to provide a section 127 Certification under the Industrial Relations Act



Clause 12	Payment of a licence fee for use of premises and equipment
Clause 13	Interest
Clause 14	Council Revenue
Clause 16.5 & 16.6	Obligations relating to employees
Clause 18.3	A requirement to provide financial reports
Clause 18.6. 18.8	Obligations of the Service Provider in respect of documents
Clause 19.1(a) & (b)	Warranty as to authority
Clause 20.2-20.3 & 20.5-20.6	Indemnities and insurance requirements
Clause 21.1(a) - (e)	Events giving a rise to a right to terminate
Clause 22.1 & 22.3	Consequences of Termination
Clause 25.1 & 25.3	Relationship of the Parties
Clause 26	Banker's Undertaking
Clause 27	Performance Guarantee
Clause 28.4 - 28.10	Disputes
Clause 31	Whole Agreement
Clause 33.11(a) & (b)	General

THE FOLLOWING CLAUSES ARE TO BE AMENDED

- Clause 4.1(a) Replace with "Subject to the terms of this Agreement, Council grants to the Service Provider access to and the use of and the right to occupy the Service Areas during the Term for the sole purpose of the provision of the Services."
- Clause 7.1 Amend by inserting a new first sentence. "Council will provide the Council Equipment identified in the Schedule to the Service Provider for use in connection with the provision of the Services". In the second sentence insert the word "further" before "Council Equipment".
- Clause 9.2 Delete from "and the Service Provider shall indemnify..." to the end of the clause.
- Clause 18.9 Delete the reference to clause 18.8
- Clause 19(c) Amend by replacing the words "The execution of this Agreement and its performance" with the "Performance of this Agreement"
- Clause 19.2 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 20.1 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 second line with "Council".

Signed for and behalf of the Corporate
Resources Division

Signed for and behalf of the Service
Delivery Division



Director Corporate Resources

Director Service Delivery

Attachment B

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.



24 February, 1997

In reply please quote: CITY.30/97
CONTACT: MARK WHEATLEY

General Manager
Sydney City Council
GPO Box 1591
SYDNEY NSW 2001

Dear Sir,

ATTENTION: RICHARD HANCOCK

Reference is made to a Local Workplace Agreement in the Property Cleaning Unit Section of your Council. As you would be aware a condition of the tender for this section requires both Council and this Union to reach agreement regarding the Local Workplace/Section.

The purpose of writing to you is to confirm that this Union in conjunction with its members formally agree to the terms outlined in the document dated 17 February, 1997 draft no. 6 with one minor amendment at Clause 18 part B. That is that the words [the assistance of] be inserted after which may involve.

Should you have any queries with this correspondence please do not hesitate to contact our Mr Mark Wheatley at these offices or on mobile 014 077 266

Yours faithfully

Merchant
BRANCH SECRETARY

MW:vg

