

- **MEMORANDUM OF UNDERSTANDING**

Community Corrections – Cemetery Maintenance Trial

Between:

Kiama Municipal Council (Council)

And:

United Services Union (USU)

1. Purpose

This Memorandum of Understanding (MOU) records the understanding between Kiama Municipal Council and the United Services Union regarding Council's proposed three-month trial involving Community Corrections participants undertaking limited grounds maintenance activities at selected Council cemeteries.

The purpose of the trial is to assess whether Community Corrections can provide supplementary assistance to Council's existing mowing and grounds maintenance program and assist Council in improving the frequency of maintenance undertaken at its cemeteries.

Council acknowledges the concerns raised by the USU during consultation, particularly regarding the potential displacement of work ordinarily performed by Council employees and the possibility of the arrangement expanding in the future.

This MOU establishes the parameters and safeguards that will apply for the duration of the trial.

2. Trial Period

The arrangement will operate as a **three-month trial** from **[commencement date] to [end date]**.

At the conclusion of the trial, Council will undertake an evaluation of the arrangement before determining whether any further arrangement should be considered.

Continuation beyond the trial period will not be automatic.

3. Scope of the Trial

The trial will be limited to grounds maintenance activities at the following cemetery locations:

Kiama Cemetery (Bombo);
Gerringong Cemetery; and
Jamberoo Cemetery, including Kendall's Cemetery.

The proposed service is approximately **four hours per fortnight for each cemetery grouping**, undertaken by a Community Corrections crew of two participants. This equates to approximately **6 person-hours per week across the trial arrangement**.

Activities will be limited to agreed grounds maintenance activities such as lawn mowing and/or whipper snipping.

The trial will not extend to Council parks, sporting fields, reserves, streetscapes or other Council operations unless separately consulted on with the USU.

4. Protection of Council Employment

Council confirms that the purpose of the trial is to **supplement existing Council resources and not replace Council employees or established positions**.

For the duration of the trial:

- There will be no reduction to Council's existing Parks and Gardens establishment or FTE as a consequence of the Community Corrections arrangement;
- No permanent, temporary or casual Council employee will have their employment terminated or hours reduced as a consequence of the trial;
- Community Corrections participants will not be used to fill or replace an established position that becomes vacant;
- A vacancy arising through resignation, retirement, leave or other employee absence will not automatically be replaced by Community Corrections participants;
- Council employees currently undertaking cemetery and grounds maintenance will continue to perform mowing and grounds maintenance duties as part of their normal functions; and

- The arrangement will not be used as a mechanism to reduce Council's established workforce.

Nothing in this MOU prevents Council from reviewing its workforce or service delivery arrangements through its normal processes, subject to the consultation requirements of the applicable industrial instruments.

5. No Expansion Without Further Consultation

Council acknowledges the USU's concern that a successful trial could lead to Community Corrections participants being progressively used to undertake work otherwise performed by Council employees.

Accordingly, Council agrees that the trial will remain within the scope described in this MOU for the three-month period.

Any proposal to:

- increase the hours or frequency of the Community Corrections arrangement; significantly change the activities undertaken;
- introduce Community Corrections participants into additional Council work areas or locations; or
- continue or establish an ongoing arrangement following the trial,

will be subject to **further consultation with the USU before implementation.**

6. Supervision and Equipment

Community Corrections participants will not be employed or directly supervised by Council.

Community Corrections will be responsible for the direct supervision of participants while undertaking the agreed activities.

Community Corrections will provide the equipment required by its participants to undertake the work and will be responsible for ensuring participants receive the training and supervision required for the activities being performed.

Council employees will not be required to directly supervise Community Corrections participants as part of the trial.

7. Work Health and Safety

The parties acknowledge the importance of ensuring the proposed arrangement operates safely for Council employees, Community Corrections participants and members of the public.

Prior to commencement, appropriate risk assessments and controls will be in place for the activities undertaken.

Community Corrections will remain responsible for its own operational risk assessments, supervision, equipment and participant controls. Council will maintain its own risk assessment and WHS responsibilities relevant to the work being undertaken on Council-controlled land.

Where members of the public are present in an area in which Community Corrections participants are scheduled to undertake work, the Community Corrections crew will not commence work in that immediate area and will relocate or return at an appropriate time in accordance with the agreed operational arrangements.

8. Participant Suitability and Community Safety

Community Corrections will remain responsible for determining the suitability of individual participants for the activities undertaken as part of the trial.

Council and Community Corrections will ensure that any participant restrictions or conditions relevant to the proposed work environment are appropriately considered before a participant undertakes work at a Council cemetery.

The parties acknowledge that the proposed activities do not constitute child-related work requiring a Working with Children Check under Council's assessment of the applicable requirements. Nevertheless, appropriate controls will be maintained to minimise unnecessary interaction between Community Corrections participants and members of the public.

9. Evaluation of the Trial

Council will evaluate the trial at the conclusion of the three-month period.

The evaluation will consider matters including:

- whether the arrangement has improved the frequency and standard of cemetery maintenance;
- whether the arrangement has provided meaningful additional capacity to Council's existing workforce;
- operational effectiveness and reliability;
- WHS incidents, hazards or concerns;
- interactions with members of the public;
- complaints or feedback received;
- any impact on Council employees or existing work arrangements; and
- any issues raised by the USU, Council employees or Community Corrections.

Council will consult with the USU regarding the outcome of the evaluation before making a decision about any proposed continuation or expansion of the arrangement.

10. Council Employees and Overtime

The parties acknowledge the USU's position that additional work should, where appropriate, continue to be undertaken by Council employees, including through existing staffing arrangements, casual resources or overtime.

Council will continue to determine staffing, rostering and overtime requirements having regard to operational requirements, employee safety, budgetary constraints and applicable industrial arrangements.

The Community Corrections trial does not remove Council's ability to utilise its employees, casual employees or approved overtime where operationally appropriate.

11. Status of this MOU

This MOU records the agreed parameters applying to the Community Corrections trial.

It does not vary or replace any entitlement or obligation contained in the applicable industrial instrument, legislation, Council policy or an employee's contract of employment.

The parties agree to continue consultation in good faith should any issue arise during the trial that is inconsistent with the intent or agreed parameters of this MOU.

12. Signatories

Signed for and on behalf of **Kiama Municipal Council**

Name: _____

Position: _____

Signature: _____

Date: _____

Signed for and on behalf of the **United Services Union**

Name: _____

Position: _____

Signature: _____

Date: _____

Item 17.1

Enclosure 1