

**REGISTER OF  
CONTRACT AGREEMENTS**

**CONTRACT AGREEMENT NO:** CA19/01

**TITLE:** Veolia Environmental Services (Australia) Pty Ltd Contract Carriers Agreement 2017

**CASE NO:** 2018/325712

**DATE APPROVED/COMMENCED:** 15 November 2018 / 1 July 2017

**TERM:** 36 months

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:** 6 September 2019

**NUMBER OF PAGES:** 30

**COVERAGE/DESCRIPTION OF EMPLOYEES:**

The agreement applies to all contract carriers employed by Veolia Environmental Services (Australia) Pty Limited located at corner of Unwin & Shirley St, Rosehill NSW 2142, that work out of the Arndell Park depot only, who fall within the coverage of the Transport Industry Waste Collection and Recycling Contract Determination.

**PARTIES:**

Veolia Environmental Services (Australia) Pty Limited & Transport Workers' Union of New South Wales



**VEOLIA ENVIRONMENTAL SERVICES  
(AUSTRALIA) PTY LTD**

**CONTRACT CARRIERS AGREEMENT 2017**

**FINAL AGREEMENT**

## TABLE OF CONTENTS

1. SCOPE & TERM OF AGREEMENT	4
2. GENERAL PROVISIONS	4
3. RELATIONSHIP OF THE PARTIES	5
4. CARTAGE	5
5. LEGAL COMPLIANCE	7
6. DRIVERS	8
7. VEHICLE	8
8. MAINTENANCE	11
9. LIABILITIES, INDEMNITIES AND INSURANCE	13
10. GOODS AND SERVICES TAX	15
11. SALE OF VEHICLE	15
12. AVAILABILITY	16
13. OPTION ON SALE OF VEHICLE	17
14. TERMINATION	18
15. SETTLEMENT OF DISPUTES	19
16. DEATH AND DISABILITY	20
17. SIGNAGE AND UNIFORMS	20
18. CONSULTATION	21
19. EXECUTION	22
Schedule A	23
Schedule B	26
Schedule C	28
Schedule D	30
Schedule E	30

THIS CONTRACT CARRIERS AGREEMENT is made effective from the **1 July 2017** between **30 June 2020**.

**VEOLIA ENVIRONMENTAL SERVICES (AUSTRALIA) PTY LTD  
ACN 20051316584**

of the corner of Unwin & Shirley Streets in Rosehill in the State of New South Wales (hereinafter referred to as "the Company") of the one part; and

**AND**

**THE TRANSPORT WORKERS UNION OF NEW SOUTH WALES**  
(hereinafter referred to as "the Union") of the other part.

This Contract Carriers Agreement is made pursuant to Section 323 of the Industrial Relations Act 1996 (NSW) as amended from time to time.

**WHEREAS**

- A. The Solid Commercial Waste Division carries on the business of waste collection and removal to and from various locations in the State of New South Wales.
- B. The Company hires third party Contract Carriers to provide transport services to the Company in order to support its business of waste collection and removal ("the Contract Carriers").
- C. The Contract Carriers hired to provide transport services to the company have selected the Union as their bargaining agent for the purposes of securing the Agreement referred to herein.
- D. It has been agreed that the Company will offer and the Contract Carriers will accept assignments for the carriage of solid waste on the terms set out below.



The Union, the Company and each individual Contract Carrier hired by the Company hereby agree as follows:

## **1. SCOPE & TERM OF AGREEMENT**

- 1.1. This Agreement applies to all Contract Carriers engaged by the Company who provide transport and cartage services for the collection and removal of waste within the Solid Commercial Waste Division currently based at Arndell Park in Sydney, and other such locations that this Division may operate from in the Sydney Metropolitan Area.
- 1.2. This Agreement provides the whole of the terms and conditions of engagement of Contract Carriers by the Company and operates to the exclusion of any other contract agreement or contract determination.
- 1.3. The term of this Agreement is for a period of three (3) years ending on the 30 June 2020 for the Bulk Commercial and Construction, Rearlift and Frontlift Divisions. The terms of this Agreement will continue to apply beyond the nominal expiry date except for the provision of further rate increases.

## **2. GENERAL PROVISIONS**

- 2.1 The Contract Carrier agrees to supply, man and operate one vehicle. The operation of this vehicle is to be in accordance with the reasonable directions of the Company which are necessary and desirable for the good conduct of the Business.
- 2.2 The Contract Carrier agrees to comply with the Company's policies applicable to work under this Agreement.
- 2.3 The Contract Carrier is responsible for ensuring that they comprehensively understand, follow and abide by the safe working practices and procedures covered in the safety induction training and all other safety training conducted by the Company from time to time.
- 2.4 The Contract Carrier is responsible for ensuring that its employees comprehensively understand, follow and abide by the safe working practices and procedures covered in the safety

induction training and all other safety training conducted by the Company from time to time.

- 2.5 Contract Carriers and/or their approved drivers returning to the depot at the end of their shift will hold daily face-to-face debriefs with their VLO. Contract Carriers and/or their approved driver that end shifts off site will hold daily debriefs with their VLO via telephone.

### **3. RELATIONSHIP OF THE PARTIES**

- 3.1 The Contract Carrier shall operate as an independent contractor engaged under a contract of carriage with the Company.
- 3.2 The Contract Carrier shall not perform waste collection/transfer for any party other than the Company.
- 3.3 The Contract Carrier and any of its employees or contractors have no authority (express or implied) to bind the Company or represent themselves as an agent of the Company.
- 3.4 Any person engaged as a relief driver shall be engaged by the Contract Carrier and shall be and remain an employee of the Contract Carrier and not the Company.
- 3.5 Any relief driver supplied by the Contract Carrier must first be approved and accredited by the Company before being permitted to join the fleet and drive the vehicle for the day or days in question. Where no such approval is given then the Company shall have the right to refuse allocation of work to the vehicle driven by the relief driver who has not been approved.

### **4. CARTAGE**

- 4.1 The Contract Carrier shall perform all transport as is allocated by the Company in the ordinary course of business.
- 4.2 The Contract Carrier shall not refuse any job allocated by the Company provided the job can be conducted safely and the load for the job is within the legal load limit of the Contract Carrier's vehicle.

- 4.3 Where a Contract Carrier refuses a load where the job can be conducted safely and in compliance with RMS Regulations, Chain of Responsibility, Fatigue Management and Mass Limit requirements, the Contract Carrier shall be liable to have it's contract terminated after an investigation into the alleged misconduct has been undertaken.. In such cases either party can refer the matter to the Disputes Procedure.
- 4.4 The Contract Carrier shall at all times:
- (a) perform all jobs in a manner that maintains a level of reliability and service consistent with the Company's requirements; and
  - (b) use its best endeavours to further the business and custom of the Company.
  - (c) comply with RMS Regulations, Chain of Responsibility & Fatigue Management and Mass Limit requirements.
- 4.5 The Company shall pay the Contract Carrier for each job performed in accordance with the cartage rate specified in the Schedules attached to this Agreement.
- 4.6 The Company will pay all disposal fees associated with the disposal of waste carted by the contractor on behalf of the Company.
- 4.7 Payment of cartage fees shall be made weekly by EFT.
- 4.8 Cartage fees shall be paid on the basis of PTS Confirmation / Run Sheets when applicable and customer billing.
- 4.9 In the event incorrect tipping is considered to be a driver error the Contract Carrier will be responsible for any related cost to such incorrect tipping above the normal cost of disposal.
- 4.10 Rates will be adjusted annually by CPI less fuel component (ABS, All Groups Sydney) increases will be effective from the 1st of July each year during the life of the Agreement. Any interim fuel variations will be as per Schedule B.
- 4.11 There will be no variation in cartage rates for public holidays or weekend work.

- 4.12 Where the Company or Contract Carrier wishes to use a cartage rate other than that contained in Schedule A the rate for the job is to be agreed between the Contract Carrier and the Company. The agreed rate shall not be initiated until the Divisional General Manager has signed a request for approval of the agreed rate.
- (a) Schedule A rates will be the default rates for all jobs. The Company and the Contract Carrier may only agree on a rate other than that contained in Schedule A for:
- work located in a close range of transfer stations or landfill
  - work located in extremely difficult to access areas;
  - work where extended running times are involved
  - work incurring substantial increased operating costs.
- (b) Where a rate other than that contained in Schedule A is agreed it will be specific to the particular job that attracts the agreed rate and the agreed rate will not create a precedent for any other job and the agreed rate will not affect any other jobs which will continue to be paid for in accordance with cartage rates detailed in Schedule A of this Agreement.

## **5. LEGAL COMPLIANCE**

- 5.1 Contract Carriers covered by this Agreement must ensure that any driver of the vehicle used by the Contract Carrier strictly observes;
- all Federal and State laws
  - all Federal and State regulations
  - Company policies with respect to the driving of a vehicle for the purposes of road transport laws; and particularly
  - all Federal and State laws and regulations with respect to fatigue management.
- 5.2 Contract Carriers and approved drivers will undertake approved fatigue management course accreditation as Contract Carriers are responsible for their own fatigue management and their company drivers fatigue management. Course accreditation for themselves and their company drivers will be at their own cost.



- 5.3 This clause applies whether or not that driver is a principal director and shareholder of the Contract Carrier or a relief driver employed by the Contract Carrier.
- 5.4 Should there be a change in external factors that may materially or adversely affect a Contract Carrier, the Company shall notify the Contract Carrier and the TWU. The parties agree to enter into discussions in accordance with clause 4.12 of this Agreement.

## **6. DRIVERS**

- 6.1 When a Contract Carrier engages an approved driver the Contract Carrier will ensure that the employment conditions and remuneration for the driver are not less than the minimum conditions and remuneration of the Waste Management Award 2010.
- 6.2 In the event that any employee of a Contract Carrier covered by this Agreement has not been afforded the minimum conditions and remuneration of the relevant award, the Contract Carrier will be liable for any compensation applicable to the employee.
- 6.3 The Contract Carrier is to ensure that both the nominated driver and any relief driver holds a valid and current driver's licence at all times and that licence is appropriate for the operation of the vehicle supplied by the Contract Carrier for the purposes of this Agreement.
- 6.4 The Contract Carrier is to ensure that both the nominated driver and any relief driver who has their licence cancelled or suspended reports the cancellation or suspension of the licence to the Company immediately upon becoming aware of the cancellation or suspension.
- 6.5 Contract Carriers will set a schedule at least one week in advance notifying operations which days or which part of the run an approved relief driver will be operating. Contract Carriers will notify operations of any changes of this schedule prior to starting the run.

## **7. VEHICLE**

- 7.1 The vehicle supplied by the Contract Carrier must meet the technical specifications of the Company as amended from time to

time. Any amendments to the technical specifications required, shall be undertaken in consultation with the Contract Carrier.

- 7.2 Where a Contract Carrier purchases a new vehicle the Contract Carrier must consult with the Company in an appropriate manner prior to any such purchase being made. The consultation is for the purpose of ensuring that the proposed new vehicle complies with the technical specifications and requirements of the Company. The Company will make recommendations re: vehicle type as a basis for discussion.
- 7.3 The Company will supply Contract Carriers with a new truck body upon the purchase of a new vehicle.
- 7.4 Where the Contract Carrier's vehicle is older than (6) years, the Company, at its discretion, may give the Contract Carrier no less than Ninety (90) days' notice to replace the vehicle with another suitable vehicle. Such notice shall be given in writing.
- 7.5 In the event a Contract Carrier contacts the Company to purchase a vehicle before six (6) years, discussions between the Contract Carrier and the Company will occur. Records of these discussions must be documented. The purchase of a new vehicle will remain at the discretion of the Company.
- 7.6 The Contract Carrier will ensure that the vehicle supplied is roadworthy at all times and complies with all relevant statutory requirements with respect to vehicles of this type in the State of New South Wales.
- 7.7 Where equipment which is the property of the Company has to be removed from a Contract Carrier's vehicle because of mechanical or structural failure, or because the Contract Carrier has upgraded its vehicle and such upgrade has been agreed to by the Company then the cost of removal of the equipment shall be borne by the Company.
- 7.8 In the event that the removal of the Company's equipment results in the Contract Carriers vehicle being unavailable for work for a specified period, the Contract Carrier may seek approval to use the designated spare vehicle subject to clause 8.4. The daily hire rate of \$250.00 or a half day rate of \$125.00 will be waived, except for running costs e.g. fuels and oils.
- 7.9 Should the Contract Carrier terminate the Contract Carrier's contract and the Contract Carrier wishes to maintain ownership of

the vehicle, the cost of removal of the body shall be borne by the Contract Carrier except in the event that the Contract Carrier has been contracted as a Contract Carrier with the Company for more than seven years. After seven years the Contract Carrier and the Company will share the costs on a 50/50 basis for the removal of the body. After eight years the Company will remove the body at the Company's expense. If at any time, before the 7<sup>th</sup> year, the Company instructs the Contract Carrier to update the Contract Carrier's vehicle, the Company will bear the cost of the removal of the body of the vehicle.

- 7.10 The Company shall be responsible for maintenance and where needed replacement of all parts of the body, which is attached to the vehicle.
- 7.11 The supply and maintenance of the PTO equipment required for operation of the vehicle body will be borne by the Carrier, however if the Carrier seeks to have the PTO covered by the Company, then a rev limiter must be fitted, the cost of which will be borne by the Company.
- 7.12 The Contract Carrier shall be liable for the insurance excess which is charged to the Company to a maximum liability of \$50,000 in the event where the body or trailer attached to the vehicle is damaged in an accident whilst the vehicle is being driven either by the nominated driver or the approved relief driver (or any other driver except for an employee of the Company) and the driver(s) are at fault.
- 7.13 The Contract Carrier is responsible for ensuring that a comprehensive motor vehicle insurance policy covering any damage to the Vehicle and to the Equipment is taken out and remains current at all times.

The insurance cover under this policy must provide;

- (a) for the full insurable value of the Vehicle
- (b) for \$50,000 for the equipment against loss or damage howsoever caused
- (c) for a minimum cover for each accident claim or event of \$10 million
- (d) for Contract Carrier vehicle insurance that covers a substitute vehicle whilst the insured vehicle is unavailable for work and only to the sum insured shown on the policy:

- (e) for insurance cover to extend to the substitute vehicle against loss or damage howsoever caused.

- 7.14 The Contract Carrier will provide a copy of the current insurance policy to the Company at the commencement of this Agreement and each time the policy is renewed thereafter.
- 7.15 It is the responsibility of the Contract Carrier to report any accident involving the vehicle to the Company immediately after the accident occurs.
- 7.16 It is the responsibility of the Contract Carrier to report any apparent or actual damage to the vehicle body immediately after the Contract Carrier becomes aware of such apparent or actual damage.
- 7.17 Where a Contract Carrier fails to report either an accident or apparent or real damage the Company has the right to terminate its contract with the Contract Carrier summarily and without compensation.

## **8. MAINTENANCE**

- 8.1 It is the responsibility of the Contract Carrier to ensure the following:
  - (a) The vehicle must be maintained at all times in a safe and roadworthy condition
  - (b) The vehicle must always present in a clean and tidy condition. The Company will make the wash bay at Arndell Park available for Contract Carriers to wash their vehicles. Prior to the utilisation of the wash bay, the Contract Carrier or their Company driver must successfully complete high pressure water jet training.
  - (c) All loads are to be covered and secured in compliance with relevant laws.
  - (d) Spare tarpaulins must be kept in the vehicle for the purpose of complying with 8.1 (c) above: and
  - (e) No bin should be carried unless covered.

The Company will regularly inspect the vehicle for the purpose of assessing its roadworthiness, appearance and any other matters related to satisfactory maintenance.

- 8.2 To ensure the Company is diligently monitoring the servicing of Contract Carrier's vehicles, Contract Carriers will provide the Company with all service records for their vehicle when requested by the Company or the RMS. The Company shall inspect vehicles periodically at the discretion of Management

If a Contract Carrier is qualified and accredited to service their vehicle, they are required to maintain service records and documented evidence of the service in accordance with Veolia Maintenance Schedules as a minimum.

If a Contract Carrier fails to produce any of the required service records for their vehicle by the due date without reasonable excuse or present to the Veolia workshop within seven days of the Company's request, the following may occur;

- (a) At the discretion of the Company, the Contract Carrier may not be allocated any work until the service records are produced; and
- (b) At the discretion of the Company, disciplinary action may be implemented.

- 8.3 The Contract Carrier is responsible for keeping the paintwork on the vehicle in good order and condition.

- 8.4 Paintwork maintenance on the chassis shall be at the expense of the Contract Carrier. This shall include regular washing of the vehicle, ensuring the body is kept in good condition and the Contract Carrier will be responsible for repairing any paintwork damage to the body in the event that the parties agree the damage was caused by the Contract Carrier.

- 8.5 In maintain the above clause (8.4), the Company recognises that Contract Carriers do not all perform the same type of work. Fair and reasonable regard will be given to this when cleaning and paintwork issues are considered.

- 8.6 Depending upon availability of a spare vehicle and having regards for the business needs, the Company may allocate a spare vehicle to a Contract Carrier.



- 8.7 A roster of spare vehicle availability and use will be maintained by the Company and distributed on the noticeboard to Contract Carriers.
- 8.8 Provision of a spare vehicle is subject to the approval of the Company, this approval will not be unreasonably withheld.
- 8.9 Should the Contract Carrier require the use of the Company's spare vehicle the daily rate will be \$250.00 or half day rate of \$125.00 and the Contract Carrier is responsible for the running costs e.g. fuels and oils etc.
- 8.10 In the event that the Contract Carrier agrees to the Company utilising the Contract Carriers vehicle the Company shall pay the Contract Carrier \$250.00 per day and the Company is responsible for the running costs e.g. fuels and oils etc. and insurances.
- 8.11 All statutory and other charges associated with the running of the vehicle including registration, licence fees, road tax if any, and all expenses for fuel, oil, tyres or similar running and maintenance costs shall be borne by the Contract Carrier.
- 8.12 Waste Services licences or permit fees (if any) shall be borne by the Company.

## **9. LIABILITIES, INDEMNITIES AND INSURANCE**

- 9.1 The Contract Carrier will be liable for all actions, claims, costs, expenses and damages whatsoever (including the cost of defending or settling any action or claim) in respect of:

- (a) Loss of or damage to any property; or
- (b) Personal injury (including death) to any person;

arising out of or by reason of anything done or omitted to be done, intentionally or negligently by the Contract Carrier or by the Contract Carrier's employees, contractors or agents in the performance of the Contract Carrier's obligations under this Agreement.

- 9.2 The Contract Carrier will indemnify the Company against all actions, claims, costs, expenses and damages whatsoever

(including the cost of defending or settling any action or claim) in respect of:

- (a) Loss of or damage to any property; or
- (b) Personal injury (including death) to any person;

arising out of or by reason of anything done or omitted to be done, intentionally or negligently by the Contract Carrier or by the Contract Carrier's employees, contractors or agents in the performance of the Contract Carrier's obligations under this Agreement.

- 9.3 The Company shall maintain insurance on all bodies and trailers hauled by sub-contractors covered by this agreement. The Company or its agents (including the insurers of the bodies and trailers) shall not pursue the recovery of funds to cover the cost of repair to the vehicle bodies or trailers beyond the liability detailed in 7.12 either directly to the Contract Carrier or through the Contract Carriers Insurer.
- 9.4 The Contract Carrier shall be responsible for any fines incurred where bins have been left on public property without the necessary permits being obtained or where bins are placed in a location without specific direction from the management of the Company.
- 9.5 The Contract Carrier is responsible for obtaining a job identification reference / an allocation number and the appropriate directions from the Company before leaving any bin at a location.
- 9.6 Allocation numbers and directions from the Company must be recorded in the appropriate fleet software package.
- 9.7 The Company will be responsible for the insurance excess of the vehicle where a Contract Carrier provides the Company with the use of their vehicle. The maximum excess payable is \$50,000 per claim.
- 9.8 The Company may provide parking space for the Contract Carriers vehicle at a nominated Company location.
- 9.9 Where the Contract Carrier seeks to house the vehicle at premises other than the premises nominated by the Company the Contract Carrier must first seek written approval from the Company.

9.10 The Contract Carrier is responsible for ensuring the following requirements are valid and current:

- (a) Registration of the vehicle;
- (b) Appropriate driver's licence for the nominated driver and any approved relief driver;
- (c) Comprehensive vehicle insurance, effective for all drivers of the vehicle;
- (d) Third party comprehensive personal injury (i.e. CTP) policy and public liability insurance to the value of ten million dollars in respect of any single occurrence;
- (e) Registered Pty Limited Company, A.B.N;
- (f) Workers compensation insurance for any employee of the Contract Carrier involved in driving the vehicle.
- (g) Advanced Fatigue Management accreditation (where applicable).

9.11 The Contractor is responsible for supplying documentary evidence of all matters covered in clause 9.10 above at the commencement of this agreement and each time a renewal or update occurs.

## **10. GOODS AND SERVICES TAX**

10.1 Goods and Services Tax ("GST") shall apply strictly in accordance with the legislation in relation to the cartage services provided for under the terms of this Agreement.

## **11. SALE OF VEHICLE**

11.1 The Company does not recognise and has no liability in respect of any "goodwill" or premium which may have passed between a Contract Carrier and a third party at any time prior to, during or after the life of this Agreement, as per attachment Schedule C.

11.2 Where a Contract Carrier seeks to sell the vehicle with in work then it is acknowledged and agreed that the Company has the

right to approve any such purchaser of the vehicle. Approval shall not be unreasonably withheld. The procedure in Clause 13 hereof will apply in all cases.

- 11.3 It shall be a condition of such approval that the outgoing Contract Carrier and the incoming purchaser acknowledge and agree that:
- (a) an engagement by the Company of a Contract Carrier to undertake work under this Agreement does not commit the Company to guarantee any minimum level of work; and
  - (b) the Company has no liability for any "goodwill" or premium whatsoever.

## **12. AVAILABILITY**

- 12.1 The Contract Carrier must supply and man the vehicle to comply with the directions of the Company on the basis that the availability of the manned vehicle must be for 365 days per year as a minimum or a lesser amount with the approval of the Company. Where the Contract Carrier is unable to man the vehicle either with the nominated driver or an approved relief driver then the Company has the right to place an accredited trained driver in the vehicle for the purposes of serving the Company's customer base adequately on the date in question. Where the Company is compelled to take this action, then the costs of the driver supplied by the Company will be borne by the Contract Carrier. All Contract Carriers may be required to work on a Saturday or Sunday as required and in accordance with Fatigue Management Legislation and Chain of Responsibility obligations.
- 12.2 Where possible and where there is sufficient resourcing available in the specific business unit, Veolia will attempt to shift reasonable workloads temporarily to other adjacent and sufficient routes to reduce contractor workload to assist the contractor taking leave. Contractors are required to arrange their own relief resourcing to fulfil the remaining work requirements of their assigned route.
- 12.3 All Contract Carriers are required to attend monthly meetings with Management in order to discuss work related matters at reasonable notice. This shall include toolbox meetings and training.

### **13. OPTION ON SALE OF VEHICLE**

- 13.1 Where the Contract Carrier seeks to sell its vehicle then it must give the Company the first right of refusal.
- 13.2 In the event that the Contract Carrier's vehicle is less than six (6) years old and the Company exercises its first option to buy the vehicle, the agreed price will be based on the formula as set out in Schedule D.
- 13.3 If the Company declines to buy the vehicle and the Company wants the work that the Contract Carrier is doing to continue to be done by a Contract Carrier and not by a Company vehicle then the Contract Carrier may offer the truck for sale to existing employees of the Company or other Contract Carriers.
- 13.4 Where either a Company employee or another Contract Carrier indicates willingness to purchase the vehicle then the Company has the discretion to determine which employee or Contract Carrier will be given preference. Such discretion is to be exercised on the basis of assessment by the Company of suitability.
- 13.5 In the event the Company agrees that no Company employees or other Contract Carriers are interested in purchasing the vehicle the Contract Carrier may offer the vehicle (in work) on the open market subject to the approval process referred to in Clause 11 hereof.
- 13.6 In the event that no Company employees, other Contract Carriers or the Company are interested in purchasing the vehicle (in work), the Company will remove all equipment owned by the Company at the Contract Carriers expense except in the event that the Contract Carrier has been contracted as a Contract Carrier with the Company for more than seven years or more than eight years. After seven years the Contract Carrier and the Company will share the costs on a 50/50 basis for the removal of all company owned equipment except in the event where the Contract Carrier has been terminated for serious misconduct. After eight years the Company will remove all Company owned equipment at the Company's expense except in the event where the Contract Carrier has been terminated for serious misconduct. The Contract Carrier is then free to dispose of the vehicle at their own discretion.



13.7 A fair evaluation of the vehicle undertaken for the purposes of this clause must have regard to the conditions required for the approval process as referred to in clause 11.3.

#### **14. TERMINATION**

14.1 In the event of either party wishing to terminate the contract, ninety (90) days shall be given by either party.

14.2 Where the Contract Carrier has committed a fundamental breach of its contract with the Company or has committed through its nominated driver, an act of serious misconduct, the Company may terminate its contract with the Contract Carrier without notice.

14.3 Where an approved relief driver commits an act of serious misconduct and there is associated culpable conduct on the part of the Contract Carrier (e.g. deliberately ignoring previous conduct by the approved relief driver) then the Company may terminate its contract with the Contract Carrier without notice. It is agreed that such action by the Company shall only be taken following a thorough investigation. During the period of any such investigation the Company may suspend the Contract Carrier from the assignment of any jobs. The Contract Carrier may be supported through any investigation process by a person of their choice including a representative of the TWU.

14.4 It is agreed that for the purposes of this Agreement a fundamental breach of this Agreement or an act of serious misconduct shall include but not be limited to the following matters:

- (a) Presenting for work with alcohol or drugs in his/her system.
- (b) An act of violence by the Contract Carrier or nominated driver or approved relief driver whilst at work.
- (c) An act of fraud or theft or damage to the company's reputation by the Contract Carrier or nominated driver or approved relief driver.
- (d) A breach of clauses 4.2, 5.1 or 7.17 of this Agreement;
- (e) The Contract Carrier being unable to pay its debts as and where they fall due or having a receiver or liquidator appointed;

- (f) Any act by the nominated driver which threatens either the continuation or viability of a contract between the Company and its customer.
- 14.5 Where the nominated driver of the Contract Carrier commits a breach of the Code of Conduct which does not justify summary termination of the contract of carriage, but is still an act of misconduct (including dishonesty, lateness etc.) then the Company shall follow a standard warning procedure involving counselling and formal written warnings.
- 14.6 Where an approved relief driver commits a breach of the Code of Conduct which does not justify summary termination then Veolia Environmental Services has absolute discretion to withdraw its approval for that relief driver. It is acknowledged by the parties that such a procedure may ultimately lead to the termination of the contract of carriage provided the conduct involved on the part of the driver is not corrected.
- 14.7 The Contract Carrier acknowledges any goodwill accruing over the term of this Agreement remains at all times the sole property of the Company.

## **15. SETTLEMENT OF DISPUTES**

- 15.1 Where an industrial dispute occurs or is likely to occur the following steps should be taken:
- (a) The Contract Carrier's representative and/or the delegate shall discuss the matter with the appropriate Manager or Supervisor of the Company.
  - (b) If those discussions do not resolve the matter then a cooling off period of 24 hours shall be observed by both parties.
  - (c) If the matter in dispute is still not resolved then an Official from the union will discuss the matter with senior management from the Company.
  - (d) If the matter in dispute is still not resolved then it should be taken before the Industrial Relations Commission of New South Wales.

(e) At all times while the matter remains in dispute the parties shall observe this disputes procedure.

(f) There shall be no stoppage, ban or limitation imposed on any work or transport services.

## **16. DEATH AND DISABILITY**

16.1 Where a nominated principal driver of a Contract Carrier dies during the life of this Agreement, the Company shall permit the estate of the deceased driver to operate the vehicle pursuant to the terms of this Agreement for a period of twelve (12) months from the date of death of the driver provided that the estate engages a relief driver approved by the Company and further provided that all reasonable operational requirements are met.

16.2 If at the completion of the twelve (12) month period the estate is still not complete or probate has not been granted then it shall be entirely at the discretion of the Company as to whether the estate will be permitted to continue to operate the vehicle.

## **17. SIGNAGE AND UNIFORMS**

17.1 The cost of all signage placed on vehicles as required by the Company shall be met by the Company.

17.2 The Company shall provide one annual issue of a Company uniform to the principal nominated driver for each Contract Carrier. The Contract Carrier has the option to purchase a uniform at cost for the purpose of providing such uniform to an approved relief driver.

17.3 The principal nominated driver and any approved relief driver must wear the Company uniform and required safety gear and this will be enforced by disciplinary action where necessary.

## **18. CONSULTATION**

### **18.1 Committee**

VES shall convene a Consultative Committee made up of VES representatives and contract carriers (numbers to specified within the committees charter).

### **18.2 Meeting**

The Consultative Committee shall meet as agreed or otherwise monthly to discuss:

- (a) any matters within the committee's own charter

### **18.3 Information**

VES shall provide the Contract Carrier members relevant data at least 2 Working Days prior to the relevant Consultative Committee meeting.

### **18.4 Payment**

VES will pay the Contract Carrier \$50.00 for each hour or part thereof for the time attending a Consultative Committee meeting up to the conclusion time of the meeting. .

### **18.5 Annual Verification**

Within the first three months after the commencement of this Contract Determination and thereafter every 12 months.

19. EXECUTION

Signed for and on behalf of  
VEOLIA ENVIRONMENTAL  
SERVICES (AUSTRALIA) PTY LTD

)  
) *Ben Sullivan*  
) Benjamin Sullivan  
NSW GROUP GENERAL  
MANAGER

in the presence of:

*K Needham*  
EA to NSW GROUP GENERAL  
MANAGER

DATE:

*6/6/18.*

Signed for and on behalf of  
THE TRANSPORT  
WORKERS UNION OF  
NSW

)  
)  
)  
)

in the presence of:

DATE



## Commercial Industrial

### Schedule A

#### VES Contract Carriers Agreement 2016 Carriers Rates

The following rates shall form the basis of this Agreement with CPI (All Groups Sydney) rise & fall to apply from 1 July each year for the nominal life of the Agreement with the first increase of 1.125% retrospective to 1 July 2016.

The increase from 1 July 2017 will be 1.5% .The fuel rise and fall component will apply as per schedule B. The CPI Increases contain a fuel component. This is 25% of the CPI (All Groups Sydney). The 25% is deducted from the total CPI (All Groups Sydney) to form the basis of the CPI increase. The Fuel Levy formula is covered in Schedule B.

#### Subcontractor Rates

##### Front Lift

	1 July 2016
<b>Frontlift</b>	
Metres Claimed	\$4.49

##### Rear Lift

Rear Lift	1 July 2016
240lt/120lt	\$2.75
1100lt Sulo Bin	\$5.48
660 Sulo Bin	\$3.31

## Marell

<b>Marell</b>	<b>1 July 2016</b>
Supply of Bin in Arm	\$30.77
Relocate	\$30.77
Futile	\$30.77
Bin Exchange	\$98.68
Tip and Return	\$131.58
Out of area Tip and Return	\$170.88
Special	\$212.50
Out of Area Deliver	\$62.66

## Hook

	<b>1 July 2016</b>
<b>Hooklift</b>	<b>Disposal</b>
Supply of bin	\$31.33
Relocate	\$31.33
Futile	\$31.33
Exchange	\$118.60
Tip and return	\$149.82
Tip and Return - Out of Area	\$168.63
<b>Special Rates</b>	\$220.29
Westfield's Hornsby / Chatswood Tip & Return	\$178.88

## Hook Lift

		1 July 2016
Hooklift	Disposal	
Westfield Central Plaza Tip & Return	Banksmeadow Amcor	\$139.39 \$139.39
Westfields Burwood Tip & Return		\$158.13
Westfield Miranda & Hurstville Tip & Return	Banksmeadow	\$149.82
Westfield's Bondi Tip & Return	Clyde Banksmeadow Amcor	\$139.39 \$139.39
Westfields Parramatta Tip & Return		\$139.39
Westfield Liverpool Tip & Return		\$139.39
Westfields Eastgardens Tip & Return	Banksmeadow Amcor	\$118.60 \$108.17
Patrick Port Services	Horsley Park	\$300.00
Tip Top	Wilberforce	\$251.29
Wrigley's Asquith	Clyde	\$183.25
Chatswood Chase		\$200.00
Weir Minerals		\$220.29
National Food Penrith	Clyde	\$209.40
Speedibake Ermington	Wilberforce	\$251.29

## **Schedule B**

### **VES Sydney Contract Carriers Agreement 2013 Fuel Rise & Fall**

#### **Rise and Fall of Fuel Price Formula**

- (a) The benchmark fuel price for the purpose of application of this rise and fall formula will be the wholesale fuel price (exclusive of GST) of fuel supplied to Contract Carriers at the Arndell Park depot (including freight cost to site);
- (b) The base yard rate price of diesel fuel is agreed as \$1.05 per litre (exclusive of GST);
- (c) The yard rate price of fuel as at the week ending 16 October 2012 was \$1.27;
- (d) The fuel rise and fall formula will be applied at the beginning of each quarter based on the average fuel price for the previous quarter;
- (e) The first fuel price increase point at which a 2% increase in contract carriers rates is payable is \$1.16 per litre (exclusive of GST);
- (f) Thereafter 2% increases in contract carriers rates are payable for each quarterly average increase in the price of fuel of 20 cents per litre above \$1.16 per litre (exclusive of GST). To avoid doubt the second 2% increase in rates is payable when the quarterly average price of fuel reaches \$1.36 (exclusive of GST). The third 2% increase in rates is payable when the quarterly average price of fuel reaches \$1.56 per litre (exclusive of GST);
- (g) The same trigger points will apply in the event of decreases in quarterly average fuel prices in which case there will be a 2% decrease in Contract Carriers' rates as and from the beginning of the following quarter.
- (h) The quarters are defined as;
  - a. January – March
  - b. April – June

- c. July – September
- d. October – December



## Schedule C

### VES Contract Carriers Agreement 2009 – No Goodwill

#### Sale of vehicle from existing subcontractor to new subcontractor

(Date)

**Name of Potential Purchaser**

**Address**

#### **PURCHASE OF VEHICLE – (registration number of vehicle)**

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I understand that you are currently negotiating for the possible purchase of a vehicle owned and operated by a contract carrier (insert details) currently providing transport services to VES' Solid Commercial Waste Division

It is important that I draw your attention prior to your potentially entering into any binding contract for the purchase of that vehicle to the following terms of the current Carrier's Agreement under which work is undertaken for VES (a copy of which is enclosed), namely:

- (a) Where a carrier seeks to sell its vehicle then it must give the Company the first right of refusal (see clause 13.1);
- (b) Any fair evaluation of the vehicle undertaken for the purposes of determining the sale price must have regard to the conditions attaching to the approval process as referred to in clause 11 (see clause 13.5);
- (c) The Company has the right to approve any such purchase of the vehicle. Approval shall not be unreasonably withheld (see clause 11.2);
- (d) It is a condition of such approval that the outgoing carrier and the incoming purchaser acknowledge and agree that:
  - i. An engagement by the Company of a carrier to undertake work under this Agreement does not commit the Company to guarantee any minimum level of work; and
  - ii. The Company has no liability for any goodwill or premium whatsoever (see clause 11.3).
- (e) In the event of either party wishing to terminate the contract 90 days shall be given by either party (see clause 14.1);

- (f) The Carrier acknowledges any goodwill accruing over the term of the Agreement remains at all times the sole property of the Company (see clause 14.5).

VES requires, as a condition of its granting approval to any potential purchaser of the vehicle that you obtain independent legal advice in relation to the terms of the Carriers Agreement and the terms of this letter and that you provide to us a certificate attesting to the provision of that advice in a form acceptable to us.

## **Schedule D**

### **VES Arndell Park & Contract Carriers Agreement 2016 – Truck Buyback**

#### **Purchase by VES of an existing Carrier's truck up to the age of 6 years**

The Company will pay a Contract Carrier for their vehicle pursuant to clause 13 of the Agreement at the agreed market value. The agreed market value will be the mid-point of three independent valuations.

## **Schedule E**

### **VES Arndell Park & Contract Carriers Agreement 2017 – Delegate's Leave**

After receiving notification of the result of a TWU delegate election, VES shall consider the TWU delegate a representative of the Contract Carriers. Co-delegates may be elected to take the place of the delegate through a period of the delegate's absence.

#### **1. Delegates Leave:**

- (a) Delegate's leave shall consist of 4 days per year for delegate and co-delegate to attend the delegate's conference, waste industry meetings, accredited TWU education and training or to attend industry or workplace matters.
- (b) The delegate / co-delegate shall receive a \$500.00 allowance per day to a maximum of 4 days in total (between delegate and co-delegate) to attend to meetings as prescribed in (a).
- (c) The delegate/ co-delegate will be required to provide notice of at least one (1) month to VES for the purpose of clause 1 (a).
- (d) VES will action clause 12.2 to lessen the impact to VES during the period of absence.
- (e) VES may utilize clause 8.10 to use the Contract Carriers Vehicle to cover any work.