

REGISTER OF CONTRACT AGREEMENTS

CONTRACT AGREEMENT NO: CA12/3

**TITLE: Veolia Environmental Services (Australia) Pty Ltd NSW
Carriers' Interim Rates and Fuel Agreement 2012**

I.R.C. NO: IRC12/1135

DATE APPROVED/COMMENCEMENT: 20 November 2012 / 20 November 2012

TERM: 12

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 7 December 2012

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The contract agreement applies to all contract carriers engaged by Veolia Environmental Services (Australia) Pty Limited, located at Cnr. Unwin & Shirley Streets Rosehill NSW 2142, in its Solid Commercial Waste Division providing transport and cartage services for the collection and removal of waste in the Sydney Metropolitan Region currently operating out of Arndell Park and such other locations that this Division may operate from time to time.

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

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

**NSW CARRIERS' INTERIM
RATES AND FUEL AGREEMENT**

2012

INDUSTRIAL RELATIONS
COMMISSION OF NSW
~~FULL BENCH~~

MATTER No:.....1135/12

EXH/M/I No:.....1

.....20/11/12

(Good)

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THIS AGREEMENT shall be known as the Veolia Environmental Services (Australia) Pty Limited NSW Carriers' Interim Rates and Fuel Agreement 2012.

1. Application

This Agreement shall apply to all Contract Carriers engaged by Veolia Environmental Services (Australia) Pty Limited in its Solid Commercial Waste Division providing transport and cartage services for the collection and removal of waste in the Sydney Metropolitan Region currently operating out of Arndell Park and such other locations that this Division may operate from time to time.

2. Parties Bound

This agreement shall be binding upon:

- 2.1 Veolia Environmental Services (Australia) Pty Limited (the "Company"); and
- 2.2 The Transport Workers Union of New South Wales (the "Union"); and
- 2.3 Contract Carriers engaged by the Company providing the services referred to in clause 1 above.

3. Operation and Term

This Agreement shall commence to operate on and from the date of approval of this Agreement and shall have a nominal expiry date of 12 months from that date or until the date upon which a new agreement between the parties is approved whichever first occurs.

4. Interrelationship with other industrial instruments

This Agreement sets out the entire terms and conditions of engagement of Contract Carriers by the Company in respect of subcontractor rates of pay and interim fuel variations and operates in respect of subcontractor rates of pay and interim fuel variations to the exclusion of any other pre-existing contractor agreement or contract determination, including but not limited to the Veolia Environmental Services (Australia) Pty Limited NSW Carriers' Agreement 2009 and any applicable Contract Determination made under Part 3 of

Chapter 6 of the NSW Industrial Relations Act 1996 but only in respect of that subject matter and not otherwise.

5. Rates

- 5.1 The Company shall pay each Carrier for each job performed in accordance with the cartage rates specified in column 2 in the Schedule attached to this Agreement inclusive of any CPI adjustment for the year ended 30 June 2012 and inclusive of the first fuel price increase point referred to in clause 5.3(e) below.
- 5.2 There will be no further annual adjustments of such rates by the CPI less fuel component (All Groups Sydney) before 1 July 2013.
- 5.3 The Company will irrevocably release and forever discharge the Contract Carriers and the Union in respect of any claims or costs of whatsoever nature arising from the Memorandum of Understanding between the Union and the Company and the implementation of the decision of Commissioner MacDonald of 23 March 2012 in proceedings before the New South Wales Industrial Relations Commission being matter number IRC 798 of 2011. This clause may be pleaded as a bar to any proceedings brought by the Company with regard to any claims or costs of whatsoever nature arising from the Memorandum of Understanding between the Union and the Company and the implementation of the decision of Commissioner MacDonald of 23 March 2012 being matter number IRC 798 of 2011.
- 5.4 Any interim fuel variations will be dealt with on the basis of the following 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 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 price of fuel reaches \$1.36 (exclusive of GST). The third 2% increase in rates is payable when the price of fuel reaches \$1.56 per litre (exclusive of GST);
- (g) The same trigger points will apply in the event of decreases in fuel prices in which case there will be a 2% decrease in Contract Carriers' rates as and from the beginning of the following quarter.

SCHEDULE

Subcontractor Rates

Front Lift

		Column 1	Column 2
Frontlift		Rate / m3	less 4%
Metres Claimed		\$4.48	\$4.31

Rear Lift

Rear Lift		Rate	less 4%
240lt/120lt		\$2.75	\$2.64
1100lt Sulo Bin		\$5.47	\$5.25
660 Sulo Bin		\$3.30	\$3.17
240 lt Bin (Central Station)		\$1.90	\$1.82
Martin Place (per Service)		\$77.41	\$74.31
Metre rate other than Westfields		\$5.01	\$4.81
Metres Claimed (Westfields)		\$3.28	\$3.15

Marell

Cable / Marell		Rate	less 4%
Supply of bin		\$30.60	\$29.38
Relocate		\$30.60	\$29.38
2-4m rate		\$65.96	\$63.32
Futtle		\$30.60	\$29.38
Bin Exchange		\$98.18	\$94.25
Tip and Return		\$130.90	\$125.66
Out of area Tip and Return		\$170.00	\$163.20

Out of Area Deliver		\$61.24	\$58.79

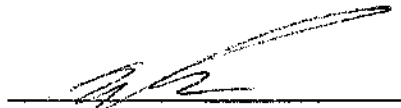
Hook Lift

		Column 1	Column 2
Hooklift	Disposal	Rate	less 4%
Supply of bin		\$31.28	\$30.03
Relocate		\$31.28	\$30.03
Futtie		\$31.28	\$30.03
Exchange		\$118.45	\$113.71
Tip and return		\$149.63	\$143.64
Tip and Return - Out of Area		\$168.34	\$161.61
Special Rates			
Westfield's Hornsby / Chatswood		\$188.60	\$181.06
Westfields Burwood		\$168.34	\$161.61
Westfield's Bondi		\$190.72	\$183.09
Westfields Paramatta		\$149.63	\$143.64
Westfields Eastgardens	Clyde	\$168.34	\$161.61
	Amcor	\$118.45	\$113.71
Patrick Port Services		\$220.00	\$211.20
Tip Top	Wilberforce	\$250.00	\$240.00
Wrigley's Asquith		\$183.00	\$175.68
Chatswood Chase		\$172.00	\$165.12
National Food Penrith	Clyde	\$200.00	\$192.00
Speedibake Ermington	Wilberforce	\$220.00	\$211.20

EXECUTED as an Agreement on

16th November 2012

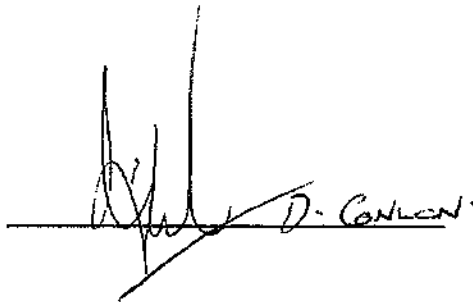
SIGNED for and on behalf of)
VEOLIA ENVIRONMENTAL)
SERVICES (AUSTRALIA) PTY)
LIMITED in the presence of:)



Witness (signature)

Marc Whybrow

Witness (Print Name)



D. Conlon

SIGNED for and on behalf of THE)
TRANSPORT WORKERS UNION OF)
NEW SOUTH WALES in the)
presence of:)



Witness (signature)

ADAM Guep

Witness (Print Name)