

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA99/9

**TITLE: Cleanaway Industrial Services (Front Lift) Owner Driver Agreement
1998**

I.R.C. NO: 98/2303

DATE APPROVED/COMMENCEMENT: Approved 25 November 1998 and commenced 1 July
1998

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to contractors for Brambles Australia Ltd T/as Cleanaway for the
purpose of collection & transportation of waste

PARTIES: Cleanaway - Municipal Services -&- Transport Workers' Union of Australia, New
South Wales Branch



CLEANAWAY INDUSTRIAL SERVICES (BULK) OWNER DRIVER AGREEMENT 1998

This agreement is made the 30th June 1998

BETWEEN

Cleanaway

&

- a The Transport Workers Union of Australia NSW Branch, on behalf of those contractors to the Company who are listed and have signed in Appendix 1.
- b The contractors who are listed and have signed in Appendix 2.

WHEREAS

- 1.1 The company is in the business of providing waste collection & associated transportation services within the waste collection and disposal industry
- 1.2 The company is desirous of using the services of contractors for the purpose of collection & transporting waste.
- 1.3 The parties have agreed that the terms & conditions hereinafter appearing shall apply to industrial waste services performed by contract driver in the greater Sydney metropolitan area.

NOW THIS AGREEMENT WITNESSES & THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS –

2. General undertakings by the company

The company shall

- 2.1 Provide work in designated areas at the agreed rate specified in schedule 2. The allocation of work provisions are covered at clause 4.9 of this agreement.
- 2.2 Provide the contractor with company uniforms and personal protective equipment as required by the contractor Replacement will be on an as needs basis and subject to the return of existing items, at no cost to the contractor.
- 2.3 Repaint vehicles when required to maintain the company image and pay for all signwriting & identification required by the company on the contractors vehicle. Company specifications shall apply, including the prohibition of scrolls.
- 2.4 Supply vehicle specifications to the contractor as required.
- 2.5 Pay appropriate Waste Management Authority License fees.



- 2.6 Pay relevant disposal fees.
- 2.7 Retain ownership and responsibility for the maintenance for body fitted to subcontractors cab and chassis. As a company asset, this shall include obligations in respect to the insurance of the body and programmed maintenance.
- 2.8 Have the right to arrange removal of the vehicle to a place of safe storage following a road accident or assist when required where a vehicle is bogged or disabled in a tip or on private property.
- 2.9 Each incident will be assessed on its merits. If the bogged or disabled vehicle has occurred at the fault of the contractor (or his driver), the cost shall be borne by the contractor. If the company has caused the problem, then it shall bear the cost.
- 2.10 Provide fuel for sale at a rate to be determined, on the basis that the subcontractor meets procedural requirements of the datafuel system or its equivalent.
- 2.11 Provide service facilities and staff at the following rates
- | | |
|-----------------------|---------|
| Mechanic/Boiler maker | \$38.44 |
|-----------------------|---------|
- 2.12 Provide access to discount of spare parts where practicable with an administration charge of 10% for all parts procured (maximum of \$500).
- 2.13 Provide access to facility for subcontractors to have their vehicle washed, including registration inspections. Costs incurred by the company will be recharged to the contractor.
- 2.14 Provide access for contractor to purchase new replacement vehicle at prices negotiated by Cleanaway with suppliers. This does not preclude a contractor going independently.
- 2.15 Provide a spare vehicle when available, for the contractors use when, for any reason, the contractor vehicle is unavailable. In the case where the vehicle is off the road due to a fault with the contractor's property (ie cab or chassis), then the company will be reimbursed at the designated rate of \$25 per hour, for the use of a spare vehicle.

Registered at
Contract Agreement
Industrial Registrar

3.14 Vehicle Availability

- 14.1 It is the responsibility of the subcontractor to provide a vehicle with an experienced driver (himself or an acceptable replacement), 52 weeks of the year. A nominated replacement driver needs to be approved by the Fleet manager and have passed a DAT test by the subcontractor DAT. The result of the DAT test needs to be recorded and given to the Fleet Manager for retention.
- 14.2 Provided that at a time mutually agreed between the company and the contractor for a period of 1 week each year, the contractor may take the vehicle off the designated run for preventative maintenance.

This should be done in a rostered manner where possible in consultation with the company. During this period it is the responsibility of the company to provide the contractor with a spare vehicle at the rate of \$25 per hour for hours used as per the hour metre. This will be capped at 10 hours per day.

- 14.3 In cases of nonavailability of the subcontractor through unavoidable sudden illness or similar circumstances, where the contractor is unable for any reason to supply a relief driver to cover his normally allocated run, the company shall supply a driver and vehicle to cover the run, and, in these cases, take the full revenue for the day.
- 14.4 If in the above case, a company vehicle is unavailable, then with the contractors authorisation, the company will supply a driver for the contractors vehicle to cover his normally allocated work. In this case, the contractor will be paid for his full entitlement, less the full costs of the driver's wage including labour on costs. (\$28 per hour). The contractor will also make their fuel key available to enable the company driver to refuel the vehicle.
- 14.5 It is the contractors responsibility to ensure that relief drivers are appropriately inducted.
- 14.6 All inductions of contractors and their relief drivers shall be evidenced by a signed formal induction acknowledgement.

3.15 Training

Contractors shall as necessary participate in up to 8 hours (4 x 2 hour sessions) OH&S, and 8 hours (4 x 2 hour sessions) customer service training programs.

Where new equipment/technology is introduced, training of a suitable type and duration shall be introduced.

Training time will be paid to contractors at the rate of \$20 per hour.



3.16 OH&S & Consultative Committee Representatives

A contractor representative for the OH&S committee & the Consultative Committee for Erskine Park and Mortdale shall be elected.

3.17 Medical examinations

The contractors may be required by the company to undertake medical checks during the term of engagement. All costs shall be met by the company.

Records of medical checks will be confidential between the contractor (& their nominee), the company and the Doctor.

Provided that this provision does not affect the right of a contractor to choose their treating Dr in the event of injury etc.

3.18 In all business and personal relationships, treat the company (and its officers) as clients.

3.19 Clearly understand that they remain an independent contract carrier and not an employee.

3.20 Arrange insurance as follows –

21.1 A comprehensive insurance policy for the vehicle with a substitution clause covering a Cleanaway replacement vehicle which includes a third party liability to a maximum of \$5,000,000.

21.2 A cover for public liability for an amount of not less than \$5,000,000.

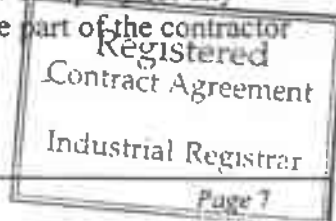
21.3 Basic workers compensation insurance for themselves and where necessary, provide such insurance for a company approved relief driver.

21.4 Contractor's liability insurance in accordance with Clause 4.6.

21.5 Personal accident insurance will be at the option of the contractor.

21.6 The contractor must provide evidence to the company as proof that the insurances shown have in fact been affected and remain current throughout the term of the agreement. Documentary evidence will be required at initial induction then annually.

21.7 These policies should be endorsed to provide indemnity to the company for any liability it may incur arising out of any act or omission on the part of the contractor (Principle Liability endorsement).



- 3.22 Ensure that any driver employees are paid in accordance with the Transport Industry Trade Waste Award.
- 3.23 Exercise maximum skill and care to assure the pick up and disposal of waste is carried out to the required standard of the company, including courtesy, on time reliability, highest standards of customer service.
- 3.24 Allow the company to inspect the vehicle as required by company policy, to determine that the standard of roadworthiness, appearance and body fittings meet with the required specifications.

24.1 Specifications will be identical to the RTA specifications.

24.2 Inspections shall be arranged in consultation with the contractor.

- 3.25 Maintenance records will be auditable, with all audits carried out in consultation with the subcontractor.
- 3.26 The contractor agrees to discuss with the company the purchase of a new vehicle or refurbished vehicle to current specifications when it can be shown that the condition of the current vehicle is materially affecting the service provided to customers on the designated run.

These discussions would include, but not be limited to, the following –

- a Compliance with RTA requirements
- b Downtime due to cab chassis relative to company owned vehicles
- c Incidence of failure to complete daily work due to cab chassis downtime.
- d The availability of suitable spare vehicles to minimise the impact of downtime on customer service.

Likewise, the company agrees to discuss with the contractor the replacement or refurbishment of company owned fittings on the contractors vehicle where it can be shown that the condition of the fittings is materially affecting customer service, due for example, to excessive downtime.

- 3.27 Meet with the company representatives regularly as required to discuss service levels of both parties. Minutes of each meeting will be taken and distributed.



- 3.28 Comply and bear all fees payable in connection with the requirements of all Acts of Parliament of the Commonwealth of Australia, in the state of New South Wales, and with the requirement of all ordinances, regulations, by-laws, orders and proclamations made or issued thereunder and with the lawful requirements of public, municipal and other authorities in any way affecting or applicable to the services with the exception of Waste Management Authority License fees.

4. Other

4.1 NEW TECHNOLOGY

- 1.1. The parties recognise that new technology will be used to differentiate Cleanaway services in the marketplace. It is the company's aim to provide clients with service information through newly developed systems.
- 1.2. New technology will be introduced on a consultative basis and will include consideration, as applicable of the following –
- a) Safety within the vehicle
 - b) The provision of appropriate training
 - c) Installation at Cleanaway cost
 - d) No disadvantage to contractors

4.2 CONSIDERATION

- 2.1. In consideration of the contractor providing the services described in schedules of this agreement, the company agrees to pay the contractors the respective rates.
- 2.2. In the event of a rate review the parties will record any variations in writing.

4.3 PAYMENT

- 3.1 The company shall pay the contractor by EFT, based on a formal invoice submitted for authorisation by the company. Such payment being made weekly, subject to agreement on the invoice presented no later than Thursday 5.00pm with all invoices to be approved by the respective Fleet Manager.
- 3.2 The contractor authorises the company to deduct from amounts due to it any amount owing to the company from time to time for goods & services supplied, provided that deductions are itemised to the contractor for authorisation prior to adjustments being processed.

3.3 *Vehicle Maintenance Charges*

Where the Cleanaway workshop provides maintenance services to the contractors' vehicle, an invoice will be provided to the contractor detailing the work carried out, for authorisation by the contractor prior to charges being deducted from the contractors invoice for payment.

3.4 *Deductions & Credit Notes*

Deductions from contractor invoices are to be authorised by the contractor. Approved credit notes are to be attached to the payment slip.

In the event that a dispute arises in respect to. deductions involving credit notes &/or maintenance work, it will be resolved between the relevant manager and the contractor. Where agreement is not reached the disputes procedure shall apply.

4.4 TERM OF AGREEMENT

4.1 This Agreement shall take effect from 1st July, 1998 & continue in force for a period of 3 years.

4.2 Negotiations shall commence not later than 3 months before the end of the term with a view to determining any ongoing arrangement between the parties.

4.5 TERMINATION

5.1 *Either party may terminate the engagement of the individual contractor if*

- a) The contractor has committed a material and substantial breach of this agreement and has failed to rectify the same within 14 days of written notice served on it specifying the breach complained of and the matter of rectification.
- b) The contractor having received 2 written notifications of breach in accordance with the preceding subclause which breach it had rectified commits a further breach.
- c) This agreement may be terminated without notice should the contractor commit an act, which would warrant instant dismissal under a contract of employment on the basis of serious and wilful misconduct. Refer to the Code of Conduct.



- 5.2 *Should the company consider the contractor is not satisfactorily performing their obligations under this agreement, but it is not conduct that falls within subclause a) of this clause, the company shall,*
- a Give notice to the contractor in writing the matters constituting unsatisfactory performance.
 - b Nominate in the written notice, a period during which the contractor has an opportunity to improve its performance, which period shall not be less than one month; &
 - c Review the further performance of the Contractor at the end of the nominated period with the contractor.
 - d If at the end of the nominated period the company considers that the performance of the contractor has not improved to a satisfactory level, the company may terminate this Agreement by giving one months notice to the contractor or making a payment in lieu of such notice equivalent to the remuneration that would have been generated by the contractor had the notice been given.
- 5.3 *In the event of termination, the company will, as far as practicable, return the contractors vehicle to its original condition.*
- 5.4 The Dispute Settlement Procedure in schedule 3 shall apply in the event of disagreement.

4.6 CONTRACTORS LIABILITY FOR DAMAGE

6.1 The contractor, if unable to show just cause will accept liability for payment of loss and/or damage to equipment owned by Cleanaway whilst under his control to the extent of \$1,000 in any incident, provided that this figure may be reviewed annually.

6.2 Provided that where

- a) a contractor's negligence has been established by the NSW Police, and they have been found to have contributed to the damage of the company vehicle, *or*
- b) a contractor admits liability,

the contractor shall be liable for the first \$10,000 cost of the damage



- 6.3 Where the contractor's vehicle is unavailable for use and a replacement vehicle is supplied by the company, the subcontractor will be responsible for the first \$10,000 of any loss or damage to the company vehicle and provide third party property damage insurance cover with a limit of liability of not less than \$5million.
- 6.4 The contractor will provide to Cleanaway sufficient proof that the appropriate insurance covers are in place.
- 6.5 In the event that an incident is alcohol related the contractor shall be liable for the total damage cost & shall be summarily dismissed.

4.7 ASSIGNMENT

- 7.1 The contractor shall not assign its rights under this agreement to another without express written *confirmation* of the company to transfer its rights to the individuals concerned.
- 7.2 In seeking consideration by the company in respect to the transfer of any agreement pursuant to sub clause 7.1, the contractor will provide to the company, all documents in respect to the terms of the proposed transfer.
- 7.3 Where the company approves a transfer pursuant to sub - clause 7.1, such approval will be subject to the contractor (the assignor) and the purchaser (assignee), and Cleanaway executing a document in terms of schedule 4, together with a solicitors statement that it has been explained to the purchaser.

It is recognised that the company shall have no obligations towards that purchaser and shall not be liable for any representations made by the contractor to the purchaser of the vehicle and shall be indemnified in relation to same by the contractor.

- 7.4 Upon termination of this agreement by effluxion of time or by the company or by the contractor, or should the contractor be seeking to discontinue providing services to the company, then the company shall have the first option of purchasing the contractors vehicle at an agreed value, which if necessary shall be arbitrated by an independent truck auctioneer if agreement cannot be reached.



4.8 PREMIUMS

- 8.1 It is acknowledged by the contractor that the contractor has not paid any goodwill, either to the company or to any other person, to obtain this agreement.
- 8.2 It is acknowledged by the contractor that the contractor, in obtaining the vehicle to perform its obligations under this agreement, has not paid any premium over and above the market value of the vehicle to either the company or to any other person.

4.9 ALLOCATION OF WORK

- 9.1 The company shall as far as possible given market conditions provide the contractor with a continuous supply of work. The level of work allocated shall where possible, be the same for company & subcontractors provided that runs are reviewed in consultation quarterly.
- 9.2 Run restructuring shall be undertaken as necessary, in a consultative manner and shall be designed to allow drivers to operate efficiently and in a coordinated manner. The ongoing viability of the business to both parties will be considered by the parties. The company reserves its right to periodically review and where necessary, change the area and or customers serviced in order to reallocate work in an efficient manner.
- 9.3 *The basis for a restructure of any system may include the following objectives*
- a Minimise tipping costs
 - b Maximise contractor productivity
 - c Ensure business growth is facilitated with appropriate options
 - d Adjust to major losses and/or gains in work

4.10 In the event the company requires work to be performed on weekends and public holidays, such work will be shared equally (volume & lifts), where practicable, between subcontractors and company drivers.

- 10.1 A roster system for contractors for the said work shall be structured into specific runs in consultation with the subcontractors.
- 10.2 Where work is offered to the contractor, including weekends and public holidays, it is required that the contractor accept such work.

4.11 ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties with respect to the subject matter, and shall supersede all previous oral and written proposals, responsibilities, agreements and other communications between the parties.

4.12 GOVERNING LAW

This agreement shall be deemed to have been made in the state of New South Wales and shall be subject to the laws of that state.



SCHEDULE -3 DISPUTE SETTLEMENT PROCEDURE

1. The parties to this Agreement will operate under this Dispute Settlement Procedure and it is the intention of the parties that the Procedure will be strictly adhered to for any issue, local or national.
2. In view of the guarantee of service outlined in subclause 3, it is specifically acknowledged by the parties that failure to comply with the Dispute Settlement Procedure will remove from the Company a considerable benefit of this Agreement.
3. The Dispute Settlement Procedure shall be:
 - 3.1 All matters shall be attempted to be resolved within the workplace.
 - 3.2 The following steps shall be followed until the matter is resolved:
 - 3.3 Any matter shall first be discussed between the contractor and supervisor.
 - 3.4 The contractor and their representative shall consult with the Operations Manager on the matter.
4. If the matter cannot be resolved within the steps identified in subclause 3, discussions involving the contractors' representatives (including Union Organiser), Operations Manager and relevant Company officials shall take place. This could include the Company's Employment Services Department.
5. If the matter still cannot be resolved, it shall be referred by either party to the New South Wales Industrial Relations Commission (IRC) for conciliation and where necessary, arbitration. A decision of the Commission shall be accepted by the parties as final, subject to any legal appeal procedures.
6. During the processes outlined in this provision there shall be no disruption to the Company's commercial operations.



3.15 Continuity of Service

7. Consistent with the intent of the Industrial Relations Act 1996, the contractors engaged by the Company undertake that during the life of this Agreement, industrial action will not be utilised to disrupt the availability of services provided in accordance with the Agreement .
8. No party shall be prejudiced as to final settlement by the continuance of work.
9. The circumstances which applied immediately prior to the dispute arising shall continue until final resolution of the matter.
10. The only qualification to the undertaking for continuity of service is the requirement that work be capable of being carried out in a manner consistent with Occupational Health and Safety requirements.

Registered
Contract Agreement
Industrial Registrar

Schedule 4 – Assignment Approved by the Company

In accordance with Clause 4.7, where the company gives express written permission to a contractor to transfer its rights under this Agreement, the following document will be executed and submitted with a solicitors statement that it has been explained to the purchaser.

The parties acknowledge that Cleanaway will enter into a new Agreement with the purchaser from the Date of completion for a period of time representing the balance of time remaining upon the vendor's agreement with Cleanaway upon the same terms as the Agreement annexed hereto and marked A. *(Copy of the agreement to be attached).*

The purchaser acknowledges that it has satisfied itself as to the terms and conditions upon which Cleanaway will grant to it a new agreement for a period equivalent to the unexpired period of the Vendor's Agreement with Cleanaway and the purchaser shall not be entitled to claim any compensation or damages arising from any Agreement the purchaser may enter into with Cleanaway pursuant to this Deed from the vendor and the purchaser shall indemnify the vendor against any claims for compensation or damages that may arise as a result of any agreement entered into between the purchaser and Cleanaway.

The purchaser further acknowledges that Cleanaway has not given any guarantees in respect to a further Agreement at the end of the term of the agreement and that Cleanaway may at its discretion elect not to renew or continue arrangements with owner drivers at the end of the Agreement term.

Registered
Contract Agreement
Industrial Registrar

Schedule 6 – Signatures of Parties to the Agreement

It is hereby agreed that the foregoing (pages 1 – 20 inclusive), establishes an Agreement between us.

Signed for & on behalf of Cleanaway *Ian McQuinn*

Print name & position IAN McQUINN

Dated 30.6.98

Witness Signature *B. COHALAN*

Print name B. COHALAN

Signed for the Transport Workers Union of Australia (NSW Branch) on behalf of, those contractors to the Company who are listed and have signed in Appendix 1

Steve Hutchins

Print name & position STEVE HUTCHINS

Dated 1.7.98

Witness Signature *Monique Driver*

Print name MONIQUE DRIVER

Registered
Contract Agreement
Industrial Registrar

Appendix 1

Signed for & on behalf of

_____ *(Print contractor trading name)*

_____ *(Signature)*

Print name

Dated

Witness Signature

Print name



Appendix 2

Signed for & on behalf of

(Print contractor trading name)

(Signature)

Print name

Dated

Witness Signature

Print name

CLEANAWAY INDUSTRIAL SERVICES (FRONT LIFT) OWNER DRIVER AGREEMENT 1998

This agreement is made the 30th June, 1998

BETWEEN

Cleanaway

&

- a The Transport Workers Union of Australia NSW Branch, on behalf of those contractors to the Company who are listed and have signed in Appendix 1.
- b The contractors who are listed and have signed in Appendix 2.

WHEREAS

- 1.1 The company is in the business of providing waste collection & associated transportation services within the waste collection and disposal industry
- 1.2 The company is desirous of using the services of contractors for the purpose of collection & transporting waste.
- 1.3 The parties have agreed that the terms & conditions hereinafter appearing shall apply to industrial waste services performed by contract driver in the greater Sydney metropolitan area.

NOW THIS AGREEMENT WITNESSES & THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS –

2. General undertakings by the company

The company shall

- 2.1 Provide work in designated areas at the agreed rate specified in schedule 2. The allocation of work provisions are covered at clause 4.9 of this agreement.
- 2.2 Provide the contractor with company uniforms and personal protective equipment as required by the contractor. Replacement will be on an as needs basis and subject to the return of existing items, at no cost to the contractor.
- 2.3 Repaint vehicles when required to maintain the company image and pay for all signwriting & identification required by the company on the contractors vehicle. Company specifications shall apply, including the prohibition of scrolls.
- 2.4 Supply vehicle specifications to the contractor as required.
- 2.5 Pay appropriate Waste Management Authority License fees.



- 2.6 Pay relevant disposal fees.
- 2.7 Retain ownership and responsibility for the maintenance for body fitted to subcontractors cab and chassis. As a company asset, this shall include obligations in respect to the insurance of the body and programmed maintenance.
- 2.8 Have the right to arrange removal of the vehicle to a place of safe storage following a road accident or assist when required where a vehicle is bogged or disabled in a tip or on private property.
- 2.9 Each incident will be assessed on its merits. If the bogged or disabled vehicle has occurred at the fault of the contractor (or his driver), the cost shall be borne by the contractor. If the company has caused the problem, then it shall bear the cost.
- 2.10 Provide fuel for sale at a rate to be determined, on the basis that the subcontractor meets procedural requirements of the datafuel system or its equivalent.
- 2.11 Provide service facilities and staff at the following rates
- | | |
|-----------------------|---------|
| Mechanic/Boiler maker | \$38.44 |
|-----------------------|---------|
- 2.12 Provide access to discount of spare parts where practicable with an administration charge of 10% for all parts procured (maximum of \$500).
- 2.13 Provide access to facility for subcontractors to have their vehicle washed, including registration inspections. Costs incurred by the company will be recharged to the contractor.
- 2.14 Provide access for contractor to purchase new replacement vehicle at prices negotiated by Cleanaway with suppliers. This does not preclude a contractor going independently.



- 2.15 Provide a spare vehicle when available, for the contractors use when, for any reason, the contractor vehicle is unavailable. In the case where the vehicle is off the road due to a fault with the contractor's property (ie cab or chassis), then the company will be reimbursed at the designated rate of \$25 per hour, for the use of a spare vehicle.
- 15.1 The following capped rates will apply in each 24 hour period –
\$225 per day for front lift will be charged .
- 2.16 Where a company vehicle is used as a replacement when major body repairs are being performed, a charge will be made against the contractor for actual damage incurred whilst the replacement vehicle is in the contractors possession eg staked tyres, broken lights and windscreens.
- 2.17 Repair any damage caused by malfunction of equipment to the contractors vehicle ie cab &/or chassis. This is applicable to work carried out by Cleanaway personnel. The work is to be performed by a licensed tradesman.
- 2.18 Subject to existing vacancies and compliance with job related criteria, contractors will be offered employment as company drivers in the event that the company decides to revert back to full company driver operations.
- 2.19 Be responsible to pay the premiums pursuant to the Transport Workers Union Superannuation Fund.



3. General undertakings by the contractor

The contractor shall

- 3.1 Provide their vehicle, suitably equipped to company specifications within reason.
- 3.2 Hold current drivers license of correct classifications as defined in induction procedures.
- 3.3 Comply with all applicable regulations and statutes.
- 3.4 Have the vehicle registered with the Department of Motor Transport.
- 3.5 Fully maintain, service and clean the vehicle (cab chassis) as required by the company. Maintenance will be programmed by the company on the basis of hours and kilometre parameters as entered & processed into the maintenance system from required details submitted daily by contractors.

The kilometre reading will be used for comparison to company bodies for maintenance purposes. It will be a requirement that all speedometers are in good working order as the system will not allow fuel to be used unless hours and kilometers are correctly entered into the keyboard.

- 3.6 Exercise maximum care of any company equipment while it is in their charge and return it in reasonable condition as it was received.
- 3.7 Carry out their own tyre repairs.
- 3.8 Tip waste in disposal sites as designated by the company.
- 3.9 Pay tolls on a 50/50 split basis.
- 9.1 Commencing from the date of this agreement, the contractor will be required to submit an application quoting expected monthly toll usage, for approval by the Fleet Manager. The contractor will be reimbursed for actual toll usage each month on the basis of supporting documentation to evidence expense incurred.

9.2 Excessive toll use will be assessed on a case by case basis.

3.10 Pay all overweight fines in respect to forklift vehicles on a 50/50 split basis with the company.

3.11 Observe all operating procedures of the company that may be in existence from time to time and abide by all company regulations, drivers manual, Brambles Code of Conduct, accepted codes of practice, induction and safe operating procedures as provided.

Ensure that relief drivers are aware of relevant policies and procedures and have acknowledged their understanding and acceptance in writing.

3.12 *Uniforms*

Wear the full uniform provided by the company as well as personal protective equipment where applicable. Abide by on site client requirements such as overalls, hard hats & safety glasses.

3.13 *Administration*

13.1 Complete & forward daily runsheets daily by 12 midnight, with the DVR including hours and kilometre details and completed checklist for the body. The kilometre readings will be used for maintenance purposes only.

13.2 Where a contractor uses a company vehicle, a DVR for the cab chassis & body must be completed as per the standard procedure to allow relevant information to be entered into the maintenance system.

13.3 If the contractor does not commence at the relevant depot they will provide a fax machine at their home for the purposes of receiving run sheet details and other relevant information.

13.4 Submit required details for relevant company systems for fuel (hours & km), and maintenance.

13.5 Contractor shall supply a mobile phone to enable communication with the company. A two way system will be maintained throughout the life of the agreement.



3.14 *Vehicle Availability*

- 14.1 It is the responsibility of the subcontractor to provide a vehicle with an experienced driver (himself or an acceptable replacement), 52 weeks of the year. A nominated replacement driver needs to be approved by the Fleet manager and have passed a DAT test by the subcontractor DAT. The result of the DAT test needs to be recorded and given to the Fleet Manager for retention.
- 14.2 Provided that at a time mutually agreed between the company and the contractor for a period of 1 week each year, the contractor may take the vehicle off the designated run for preventative maintenance.
- This should be done in a rostered manner where possible in consultation with the company. During this period it is the responsibility of the company to provide the contractor with a spare vehicle at the rate of \$25 per hour for hours used as per the hour metre. A capped rate based on 10 hours per day shall be applied.
- 14.3 In cases of nonavailability of the subcontractor through unavoidable sudden illness or similar circumstances, where the contractor is unable for any reason to supply a relief driver to cover his normally allocated run, the company shall supply a driver and vehicle to cover the run, and, in these cases, take the full revenue for the day.
- 14.4 If in the above case, a company vehicle is unavailable, then with the contractors authorisation, the company will supply a driver for the contractors vehicle to cover his normally allocated work. In this case, the contractor will be paid for his full entitlement, less the full costs of the driver's wage including labour on costs (\$28 per hour). The contractor will also make their fuel key available to enable the company driver to refuel the vehicle.
- 14.5 It is the contractors responsibility to ensure that relief drivers are appropriately inducted.
- 14.6 All inductions of contractors and their relief drivers shall be evidenced by a signed formal induction acknowledgement.



3.15 Weighing

During the life of this Agreement an effective and accurate weighing system will be introduced for all vehicles to enable a daily reconciliation to weighbridge docketts. All vehicles will be fitted with a weighing device and the contractor is required to make their vehicle available for this purpose.

In the interim, contractors will cooperate in the trialling of proposed systems which will involve rostered arrangements for their vehicle to be fitted with relevant equipment and the weighing of all bins for a specified period while their vehicle is involved in the trial.

3.16 Training

Contractors shall as necessary participate in up to 8 hours (4 x 2 hour sessions) OH&S, and 8 hours (4 x 2 hour sessions) customer service training programs.

Where new equipment/technology is introduced, training of a suitable type and duration shall be introduced.

Training time will be paid to contractors at the rate of \$20 per hour.

3.17 OH&S & Consultative Committee Representatives

A contractor representative for the OH&S committee & the Consultative Committee for Erskine Park and Mortdale shall be elected.

3.18 Medical examinations

The contractors may be required by the company to undertake medical checks during the term of engagement. All costs shall be met by the company.

Records of medical checks will be confidential between the contractor (& their nominee), the company and the Doctor.

Provided that this provision does not affect the right of a contractor to choose their treating Dr in the event of injury etc.



- 3.19 In all business and personal relationships, treat the company (and its officers) as clients.
- 3.20 Clearly understand that they remain an independent contract carrier and not an employee.
- 3.21 Arrange insurance as follows –
- 21.1 A comprehensive insurance policy for the vehicle with a substitution clause covering a Cleanaway replacement vehicle which includes a third party liability to a maximum of \$5,000,000.
 - 21.2 A cover for public liability for an amount of not less than \$5,000,000.
 - 21.3 Basic workers compensation insurance for themselves and where necessary, provide such insurance for a company approved relief driver.
 - 21.4 Contractor's liability insurance in accordance with Clause 4.6.
 - 21.5 Personal accident insurance will be at the option of the contractor.
 - 21.6 The contractor must provide evidence to the company as proof that the insurances shown have in fact been affected and remain current throughout the term of the agreement. Documentary evidence will be required at initial induction then annually.
 - 21.7 These policies should be endorsed to provide indemnity to the company for any liability it may incur arising out of any act or omission on the part of the contractor (Principle Liability endorsement).
- 3.22 Ensure that any driver employees are paid in accordance with the Transport Industry Trade Waste Award.
- 3.23 Exercise maximum skill and care to assure the pick up and disposal of waste is carried out to the required standard of the company, including courtesy, on time reliability, highest standards of customer service.

3.24 Allow the company to inspect the vehicle as required by company policy, to determine that the standard of roadworthiness, appearance and body fittings meet with the required specifications.

24.1 Specifications will be identical to the RTA specifications.

24.2 Inspections shall be arranged in consultation with the contractor.

3.25 Maintenance records will be auditable, with all audits carried out in consultation with the subcontractor.

3.26 The contractor agrees to discuss with the company the purchase of a new vehicle or refurbished vehicle to current specifications when it can be shown that the condition of the current vehicle is materially affecting the service provided to customers on the designated run.

These discussions would include, but not be limited to, the following –

- a Compliance with RTA requirements
- b Downtime due to cab chassis relative to company owned vehicles
- c Incidence of failure to complete daily work due to cab chassis downtime.
- d The availability of suitable spare vehicles to minimise the impact of downtime on customer service.

Likewise, the company agrees to discuss with the contractor the replacement or refurbishment of company owned fittings on the contractors vehicle where it can be shown that the condition of the fittings is materially affecting customer service, due for example, to excessive downtime.

3.27 Meet with the company representatives regularly as required to discuss service levels of both parties. Minutes of each meeting will be taken and distributed.

3.28 Comply and bear all fees payable in connection with the requirements of all Acts of Parliament of the Commonwealth of Australia, in the state of New South Wales, and with the requirement of all ordinances, regulations, by-laws, orders and proclamations made or issued thereunder and with the lawful requirements of public, municipal and other authorities in any way affecting or applicable to the services with the exception of Waste Management Authority License fees.

Registered
Contract Agreement
Industrial Registrar

4. Other

4.1 NEW TECHNOLOGY

- 1.1. The parties recognise that new technology will be used to differentiate Cleanaway services in the marketplace. It is the company's aim to provide clients with service information through newly developed systems.
- 1.2. New technology will be introduced on a consultative basis and will include consideration, as applicable of the following –
 - a) Safety within the vehicle
 - b) The provision of appropriate training
 - c) Installation at Cleanaway cost
 - d) No disadvantage to contractors. This provision does not apply to clause 3.15 - Weighing.

4.2 CONSIDERATION

- 2.1. In consideration of the contractor providing the services described in schedules of this agreement, the company agrees to pay the contractors the respective rates.
- 2.2. In the event of a rate review the parties will record any variations in writing.

4.3 PAYMENT

- 3.1 The company shall pay the contractor by EFT, based on a formal invoice submitted for authorisation by the company. Such payment being made weekly, subject to agreement on the invoice presented by no later than 5.00pm Thursday. All invoices will be approved by the respective Fleet Manager.
- 3.2 The contractor authorises the company to deduct from amounts due to it any amount owing to the company from time to time for goods & services supplied, provided that deductions are itemised to the contractor for authorisation prior to adjustments being processed.
- 3.3 *Vehicle Maintenance Charges*

Where the Cleanaway workshop provides maintenance services to the contractors' vehicle, an invoice will be provided to the contractor detailing the work carried out, for authorisation by the contractor prior to charges being deducted from the contractors invoice for payment.

3.4 *Deductions & Credit Notes*

Deductions from contractor invoices are to be authorised by the contractor. Approved credit notes are to be attached to the payment slip.

In the event that a dispute arises in respect to deductions involving credit notes &/or maintenance work, it will be resolved between the relevant manager and the contractor. Where agreement is not reached the disputes procedure shall apply.

4.4 TERM OF AGREEMENT

4.1 This Agreement shall take effect from 1st July 1998 & continue in force for a period of 3 years.

4.2 Negotiations shall commence not later than 3 months before the end of the term with a view to determining any ongoing arrangement between the parties.

4.5 TERMINATION

5.1 *Either party may terminate the engagement of the individual contractor if*

- a) The contractor has committed a material and substantial breach of this agreement and has failed to rectify the same within 14 days of written notice served on it specifying the breach complained of and the matter of rectification.
- b) The contractor having received 2 written notifications of breach in accordance with the preceding subclause which breach it had rectified commits a further breach.
- c) This agreement may be terminated without notice should the contractor commit an act, which would warrant instant dismissal under a contract of employment on the basis of serious and wilful misconduct. Refer to the Code of Conduct.

5.2 Should the company consider the contractor is not satisfactorily performing their obligations under this agreement, but it is not conduct that falls within subclause a) of this clause, the company shall,

- a Give notice to the contractor in writing the matters constituting unsatisfactory performance.
- b Nominate in the written notice, a period during which the contractor has an opportunity to improve its performance, which period shall not be less than one month.



- c Review the further performance of the Contractor at the end of the nominated period with the contractor.
 - d If at the end of the nominated period the company considers that the performance of the contractor has not improved to a satisfactory level, the company may terminate this Agreement by giving one months notice to the contractor or making a payment in lieu of such notice equivalent to the remuneration that would have been generated by the contractor had the notice been given.
- 5.3 In the event of termination, the company will, as far as practicable, return the contractors vehicle to its original condition.
- 5.4 The Dispute Settlement Procedure in schedule 3 shall apply in the event of disagreement.

4.6 CONTRACTORS LIABILITY FOR DAMAGE

6.1 The contractor, if unable to show just cause will accept liability for payment of loss and/or damage to equipment owned by Cleanaway whilst under his control to the extent of \$1,000 in any incident, provided that this figure may be reviewed annually.

6.2 Provided that where

- a) a contractor's negligence has been established by the NSW Police, and they have been found to have contributed to the damage of the company vehicle, *or*
- b) a contractor admits liability,

the contractor shall be liable for the first \$10,000 of the damage.

6.3 Where the contractor's vehicle is unavailable for use and a replacement vehicle is supplied by the company, the subcontractor will be responsible for the first \$10,000 of any loss or damage to the company vehicle and provide third party property damage insurance cover with a limit of liability of not less than \$5million.

6.4 The contractor will provide to Cleanaway sufficient proof that the appropriate insurance covers are in place.

6.5 In the event that an incident is alcohol related, the contractor shall be liable for the total cost of the damage & shall be summarily dismissed.

4.7 ASSIGNMENT

- 7.1 The contractor shall not assign its rights under this agreement to another without express written confirmation of the company to transfer its rights to the individuals concerned.
- 7.2 In seeking consideration by the company in respect to the transfer of any agreement pursuant to sub clause 7.1, the contractor will provide to the company, all documents in respect to the terms of the proposed transfer.
- 7.3 Where the company approves a transfer pursuant to sub - clause 7.1, such approval will be subject to the contractor (the assignor) and the purchaser (assignee), and Cleanaway executing a document in terms of schedule 4, together with a solicitors statement that it has been explained to the purchaser.
- It is recognised that the company shall have no obligations towards that purchaser and shall not be liable for any representations made by the contractor to the purchaser of the vehicle and shall be indemnified in relation to same by the contractor.
- 7.4 Upon termination of this agreement by effluxion of time or by the company or by the contractor, or should the contractor be seeking to discontinue providing services to the company, then the company shall have the first option of purchasing the contractors vehicle at an agreed value, which if necessary shall be arbitrated by an independent truck auctioneer if agreement cannot be reached.

4.8 PREMIUMS

- 8.1 It is acknowledged by the contractor that the contractor has not paid any goodwill, either to the company or to any other person, to obtain this agreement.
- 8.2 It is acknowledged by the contractor that the contractor, in obtaining the vehicle to perform its obligations under this agreement, has not paid any premium over and above the market value of the vehicle to either the company or to any other person.

4.9 ALLOCATION OF WORK

- 9.1 The company shall as far as possible given market conditions provide the contractor with a continuous supply of work. The level of work allocated shall where possible, be the same for company & subcontractors provided that runs are reviewed in consultation quarterly.
- 9.2 Run restructuring shall be undertaken as necessary, in a consultative manner and shall be designed to allow drivers to operate efficiently and in a coordinated manner. The ongoing viability of the business to both parties will be considered by the parties. The company reserves its right to periodically review and where necessary, change the area and or customers serviced in order to reallocate work in an efficient manner.

9.3 *The basis for a restructure of any system may include the following objectives*

- a Minimise tipping costs
- b Maximise contractor productivity
- c Ensure business growth is facilitated with appropriate options
- d Adjust to major losses and/or gains in work

4.10 In the event the company requires work to be performed on weekends and public holidays, such work will be shared equally (volume & lifts), where practicable, between subcontractors and company drivers. This clause applied to Erskine Park drivers as the Mortdale depot already operates on public holidays & weekends. If the business structure changes, this clause will be reviewed.

10.1 A roster system for contractors for the said work shall be structured into specific runs in consultation with the subcontractors.

10.2 Where work is offered to the contractor, including weekends and public holidays, it is required that the contractor accept such work.

4.11 ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties with respect to the subject matter, and shall supersede all previous oral and written proposals, responsibilities, agreements and other communications between the parties.

4.12 GOVERNING LAW



This agreement shall be deemed to have been made in the state of New South Wales and shall be subject to the laws of that state.



SCHEDULE -3 DISPUTE SETTLEMENT PROCEDURE

1. The parties to this Agreement will operate under this Dispute Settlement Procedure and it is the intention of the parties that the Procedure will be strictly adhered to for any issue, local or national.
2. In view of the guarantee of service outlined in subclause 3, it is specifically acknowledged by the parties that failure to comply with the Dispute Settlement Procedure will remove from the Company a considerable benefit of this Agreement.
3. The Dispute Settlement Procedure shall be:
 - 3.1 All matters shall be attempted to be resolved within the workplace.
 - 3.2 The following steps shall be followed until the matter is resolved:
 - 3.3 Any matter shall first be discussed between the contractor and supervisor.
 - 3.4 The contractor and their representative shall consult with the Operations Manager on the matter.
4. If the matter cannot be resolved within the steps identified in subclause 3, discussions involving the contractors' representatives (including Union Organiser), Operations Manager and relevant Company officials shall take place. This could include the Company's Employment Services Department.
5. If the matter still cannot be resolved, it shall be referred by either party to the New South Wales Industrial Relations Commission (IRC) for conciliation and where necessary, arbitration. A decision of the Commission shall be accepted by the parties as final, subject to any legal appeal procedures.
6. During the processes outlined in this provision there shall be no disruption to the Company's commercial operations.

3.15 Continuity of Service

7. Consistent with the intent of the Industrial Relations Act 1996, the contractors engaged by the Company undertake that during the life of this Agreement, industrial action will not be utilised to disrupt the availability of services provided in accordance with the Agreement .
8. No party shall be prejudiced as to final settlement by the continuance of work.
9. The circumstances which applied immediately prior to the dispute arising shall continue until final resolution of the matter.
10. The only qualification to the undertaking for continuity of service is the requirement that work be capable of being carried out in a manner consistent with Occupational Health and Safety requirements.



Schedule 4 – Assignment Approved by the Company

In accordance with Clause 4.7, where the company gives express written permission to a contractor to transfer its rights under this Agreement, the following document will be executed and submitted with a solicitors statement that it has been explained to the purchaser.

The parties acknowledge that Cleanaway will enter into a new Agreement with the purchaser from the Date of completion for a period of time representing the balance of time remaining upon the vendor's agreement with Cleanaway upon the same terms as the Agreement annexed hereto and marked A. *(Copy of the agreement to be attached).*

The purchaser acknowledges that it has satisfied itself as to the terms and conditions upon which Cleanaway will grant to it a new agreement for a period equivalent to the unexpired period of the Vendor's Agreement with Cleanaway and the purchaser shall not be entitled to claim any compensation or damages arising from any Agreement the purchaser may enter into with Cleanaway pursuant to this Deed from the vendor and the purchaser shall indemnify the vendor against any claims for compensation or damages that may arise as a result of any agreement entered into between the purchaser and Cleanaway.

The purchaser further acknowledges that Cleanaway has not given any guarantees in respect to a further Agreement at the end of the term of the agreement and that Cleanaway may at its discretion elect not to renew or continue arrangements with owner drivers at the end of the Agreement term.

Registered
Contract Agreement
Industrial Registrar

Schedule 6 – Signatures of Parties to the Agreement

It is hereby agreed that the foregoing (pages 1 – 20 inclusive), establishes an Agreement between us.

Signed for & on behalf of Cleanaway

[Handwritten Signature]

Print name & position

IAN McQUHAR.

Dated 30.6.98

Witness Signature

[Handwritten Signature]

Print name

B. COHALAN

Signed for the Transport Workers Union of Australia (NSW Branch) on behalf of, those contractors to the Company who are listed and have signed in Appendix 1

[Handwritten Signature]

Print name & position

Steve Hutchins

Dated 17.98

Witness Signature

[Handwritten Signature]

Print name

Margaret Driver

Appendix 1

Signed for & on behalf of

(Print contractor trading name)

(Signature)

Print name

Dated

Witness Signature

Print name

Appendix 2

Signed for & on behalf of

(Print contractor trading name)

(Signature)

Print name

Dated

Witness Signature

Print name

Registered
Contract Agreement
Industrial Registrar

Signatories to the Agreement

Company Name	Contractor
<i>Appendix 1 (represented by the TWU)</i>	
Acemeld Pty Ltd	Peter Garvey
Attiville Pty Ltd	R.G Gardiner
Freeway Transport	B.Wilkes
JJB Transport	J.Palamera
LMH Services	M.Hess
Matson & Bean	B.Bean
O&H Transport	O.Herring
Rambo & Associates	J.Wright
Ranby Holdings	RJ Caruthers
SG Holmes Transport	G.Holmes
Spiller Waste	
<i>Appendix 2</i>	
Ian's Transport	I.Grundy
Hook it Waste	J.Van de Putte
Glovon Pty Ltd	D.Kacunic
Gater Transport Pty Ltd	T.Beaver
Kacunic Waste Services	D.Kacunic

Registered
Contract Agreement
Industrial Registrar

Appendix 1

Signed for & on behalf of

ACEMELD PTY LTD
(Print contractor trading name)

Peter Garvey
(Signature)

Print name

PETER GARVEY

Dated 9/1/98

Witness Signature

[Handwritten Signature]

Print name

J. WEIGHT



Appendix 1

Signed for & on behalf of

ATTIVILLA P.T.Y LTO
(Print contractor trading name)

[Signature]
(Signature)

Print name

R. G. GARDNER

Dated 9-7-98

Witness Signature

[Signature]
JOHN WRIGHT

Print name



Appendix 1

Signed for & on behalf of

FREEMAN TRANSPORT
(Print contractor trading name)

[Signature]
(Signature)

Print name

BARRY WILKES

Dated 9.7.98

Witness Signature

[Signature]
A. J. CARUTHERS

Print name

Registered
Contract Agreement
Industrial Registrar
Page 12

Appendix 1

Signed for & on behalf of

T J B. Transport P/L
(Print contractor trading name)

[Signature]
(Signature)

Print name

506 PALMER

Dated 9.7.23

Witness Signature

[Signature]
Gary Palmer

Print name



Appendix 1

Signed for & on behalf of

L.M.H. SERVICES
(Print contractor trading name)

Maxwell P. Hess
(Signature)

Print name

Maxwell P. Hess.

Dated 9-7-98

Witness Signature

[Signature]

Print name

OWEN HERRING



Appendix 1

Signed for & on behalf of

Matson & Bean
(Print contractor trading name)

[Signature]
(Signature)

Print name

BRUCE WAYNE BEAN

Dated 9-7-98

Witness Signature

[Signature]

Print name

JOHN WRIGHT



Appendix 1

Signed for & on behalf of

J & H TRANSPORT

(Print contractor trading name)

[Handwritten Signature]
(Signature)

Print name

OWEN HERRING

Dated 9 7 98

Witness Signature

[Handwritten Signature]

Print name

GARY HOLMES

Registered
Contract Agreement
Industrial Registrar

Appendix 1

Signed for & on behalf of

Pambo - Assoc Plc
(Print contractor/trading name)

[Signature]
(Signature)

Print name

J. WRIGHT

Dated 9.7.98

Witness Signature

[Signature]

Print name

J. G. GARDINER



Appendix 1

Signed for & on behalf of

RANBY HOLDINGS
(Print Contractor trading name)

[Signature]
(Signature)

Print name

D. J. CARUTHERS

Dated 9-7-98

Witness Signature

[Signature]

Print name

Barry Wixson



Appendix 1

Signed for & on behalf of

S. G Holmes Transport
(Print contractor trade name)

[Signature]
(Signature)

Print name

GARY HOLMES

Dated 9/7/98

Witness Signature

[Signature]

Print name

R. G. BROWN



Appendix 1

Signed for & on behalf of

SPICER WARE
(Print contractor trading name)

[Signature]
(Signature)

Print name

R. Gannon

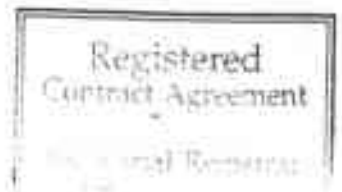
Dated 9-7-98

Witness Signature

[Signature]

Print name

John Welch



Appendix 2

Signed for & on behalf of

IAN'S TRANSPORT
(Print contractor trading name)

[Signature]
(Signature)

Print name

IAN GRUNDY

Dated 3.6.98

Witness Signature

[Signature]

Print name

CHRIS GRUNDY

Signed for & on behalf of

CLEANAWAY
(Print contractor trading name)

[Signature]
(Signature)

Print name

B. LOHARAJ

Dated 3.6.98



Appendix 2

Signed for & on behalf of

(Print contractor trading name)

(Signature)

Print name

Dated

Witness Signature

Glenn Caffyn J.P.

Print name

GLENN CAFFYN

Signed for & on behalf of

Block it WASTE
(Print contractor trading name)

Stavros Pute
(Signature)

Print name

JOHN VAN DE PUTTE

Dated 10.6.98



Appendix 2

Signed for & on behalf of

GLOWON AF. LTD

(Print contractor trading name)

D [Signature]

(Signature)

Print name

DENNIS KACUNIC

Dated 14.7.98

Witness Signature

Cristin Craven

Print name

CHRISTINE CRAVEN



Appendix 2

Signed for & on behalf of

GATER TRANSPORT P/L.
(Print contractor trading name)

Terrence
(Signature)

Print name

TERRENCE JOHN BETLER

Dated 10-7-98.

Witness Signature

Kevin Wilson

Print name

Kevin Wilson



Appendix 2

Signed for & on behalf of

KACUNIC WASTE SERVICES PTY. LTD
(Print contractor trading name)


(Signature)

Print name

DENNIS KACUNIC

Dated 14.7.98

Witness Signature



Print name

CHRISTINE CRAVEN

