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**SERIAL C2946**

**TRANSPORT INDUSTRY - METROMIX CONCRETE HAULAGE  
CONTRACT DETERMINATION**

Schedule of Contract Determination Published on 8.4.2005 and Subsequent Variations Incorporated

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### **Preamble**

THIS DETERMINATION is made on 21 September 2004 between:

Parties

METROMIX PTY. LTD. of Marsden Street Parramatta in the State of New South Wales

ACN 002 886 839 (hereinafter referred to as "Metromix"); and

THE TRANSPORT WORKERS UNION OF NEW SOUTH WALES for and on behalf of the contract carriers whose engagement is regulated by the terms of this Determination.

This Contract Determination shall apply to the parties in the following terms:

### **1. Title**

This Determination shall be known as the Transport Industry - Metromix Concrete Haulage Contract Determination.

## 2. Scope and Intention

This Determination provides a comprehensive set of terms and conditions pursuant to which Metromix shall engage contract carriers (as defined in the *Industrial Relations Act 1996* (NSW) as amended) for the purpose of carting premixed concrete produced by Metromix or other plants as directed.

This Determination rescinds and replaces any pre-existing agreements between the parties. This Determination shall operate to the complete exclusion of any Contract Determination made by the Industrial Relations Commission of New South Wales and which would otherwise apply to the carriers engaged by Metromix.

### 3. The Contract

#### 3.1 Contract Term

A Contract Carrier engaged by Metromix under the provisions of this Determination shall be granted a cartage contract which will entitle the carrier to exclusively cart concrete for Metromix for the term of that contract. The operative term of the cartage contract will be:

(i) Existing Trucks

For a carrier with an existing truck the duration of the contract offered will be as set out in the table below.

| Age of Truck (Years) | Term of Cartage Contract (Years)                    |
|----------------------|---|
| 0-5                  | Ten (10 years)                                      |
| 6                    | 9   |
| 7                    | 8   |
| 8                    | 7   |
| 9                    | 6   |
| 10                   | 5   |
| 11                   | 4   |
| 12                   | 3   |
| 13                   | 2   |
| 14 to 19             | 1   |
| 20 years and over    | 1 year subject to approval<br>Refer Clause 3.1(iii) |

(ii) New Trucks

Where a Carrier introduces a new truck then provided that:

- (a) the Carrier has met the continuous performance standards required by Metromix as stipulated in sub clause (iii) below; and
- (b) the new truck is approved in writing by Metromix which shall make a decision based on the suitability of the truck and upon the availability of capital to finance a new agitator,

the said Carrier will be granted a new cartage contract on the same terms and conditions as are contained herein provided further that:

- (c) the date of commencement of the new cartage will be the first day of September in the year in which written approval of the new truck is confirmed by Metromix; and
- (d) the abovementioned scale of Cartage Contract Terms shall continue to be the applicable scale which determines the term of the contract.

(iii) Cartage Contract Reviews

Each cartage contract granted under the terms of this Determination is expressly subject to the carrier meeting continuous performance standards as set by Metromix as detailed in Appendix 'D'.

In order to ascertain whether each carrier is meeting the continuous performance standards a Concrete Contractors Performance Appraisal detailed in Appendix 'D' to this Determination will be carried out annually. The performance score and results of the appraisal will be advised to each carrier in writing by Metromix at the commencement of each calendar year and will include the following general criteria:

- Availability and attendance.
- Presentation of vehicle and principal driver.
- Presentation of mixer.
- Customer relationships and on-site service.
- Continuing fitness to perform cartage work.
- Safe and effective driving record.
- Effective teamwork when engaging with Metromix staff.
- Initiative with customers.

If a carrier fails to meet the performance standards then Metromix will take action to assist the carrier to meet the performance standards, which may include retraining or further training.

If the carrier continues to fail to meet performance standards then Metromix has the discretion to take disciplinary action which may include written warnings and, in serious cases, a decision not to renew the cartage contract term or cancellation of the contract, or notice to offer the contract for sale which must be concluded within 4 months of notice date.

Note:

Irrespective of the standard of performance of the carrier concerned, any carrier with a truck that is twenty (20) years old or more shall only be entitled to an extension or renewal of the cartage contract term if Metromix in its absolute discretion decides to extend or renew the said term, i.e. extension or renewal is not automatic and relies entirely on the discretion of Metromix. Within the written notification that confirms the contract for the 19th year Metromix will note that the carrier will need to finalise arrangements within the next 6 months for truck replacement or other agreed arrangements with Metromix.

### 3.2 Assignment of Contract

Each carrier shall have the right to assign the cartage contract granted to the carrier under this Determination. This right of assignment is expressly subject to the following;

- (i) the carrier must advise Metromix of its intention to assign the contract no less than 28 days prior to the contract being offered for assignment. The carrier has the option to withdraw the notification within the 28 day notice period;
- (ii) the notice from the carrier must be in writing and include details of the carriers asking price; if the carrier lowers the asking price then the carrier must re-submit the revised asking price to Metromix and a 15 day notice period will recommence from the date of notice;
- (iii) Metromix has the option during the first 28 day notice period or the subsequent 15 day notice period to purchase the contract at the asking price;



- (iv) if Metromix either:
- (a) declines to purchase the contract, or
  - (b) offers the carrier a price below the asking price which the carrier declines to accept

then the carrier is free to offer the contract for sale on the open market provided that such offer is no less than the asking price advised to Metromix (Note: The carrier may accept a sale price which is below the asking price but not without making the price available for Metromix to accept).

If the carrier accepts an offer from a third party then such third party must be specifically approved by Metromix before the assignment is completed. Any assignment to a third party not approved by Metromix will be deemed null and void. Approval by Metromix will be given only if the third party satisfies Metromix that it is an appropriate entity to be admitted to the Metromix carrier fleet. The third party approval process may involve aptitude testing, credit rating search etc. No reasonable assignment will be refused.

- (v) The outgoing carrier shall spend a minimum of two weeks training the incoming carrier on all aspects of the truck and mixer operations, in plant procedures and delivery procedures. All time and costs associated with this training period are the responsibility of the carriers concerned. The carrier will not be required to pay Metromix or a training provider for any training course that may be required by Metromix.

### 3.3. Termination of Contract

Metromix may terminate the engagement of the carrier by:

- (i) giving the carrier twelve (12) weeks notice which may be either worked or paid in lieu at the discretion of Metromix. If paid in lieu the rate shall be 60F per working day. Upon completion of the engagement, Metromix shall pay the carrier a termination payment as detailed in Appendix 'F'.
- (ii) giving the carrier no notice nor any termination payment in circumstances where the carrier after full investigation and incident review has committed an act of serious misconduct such as violence in the workplace, intoxication in the workplace, serious theft or fraud, violence or serious threats directed at a customer or a Metromix employee or repeated failure to respond to written warnings relating to compliance with performance standards etc. If the misconduct is committed by a relief driver engaged by the carrier the carrier will be responsible to ensure that relief driver is not engaged by the carrier in the future.
- (iii) Fleet Reduction

Where Metromix decides that it must reduce its carrier fleet then it shall:

- (a) first call for volunteers from the carrier fleet who would be prepared to depart the fleet; and
- (b) if insufficient volunteers are available, exercise the company discretion to determine which carrier contracts shall be terminated.

In the circumstances of termination under this clause the carrier shall be given 12 weeks notice (to be either worked or paid in lieu at the rate of 60F per day) together with a termination payment as detailed in Appendix 'F'.

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### 3.4 Administration of Contract

#### 3.4.1 Method of Giving Notices

If either a carrier or Metromix gives a notice or approval (each a "notice") under this Determination it must be signed by them or on behalf of them, addressed to the other party and:

- (a) delivered to the other party's address; or
- (b) sent by pre-paid mail to the other party's address; or
- (c) transmitted by facsimile to the other party's address.

#### 3.4.2. Time of Receipt

A notice given in accordance with this clause is treated as having been given and received:

- (a) if delivered to the address, on the day of delivery if a working day, otherwise on the next working day;
- (b) if sent by pre-paid mail, on the third working day after posting; or
- (c) if transmitted by facsimile to the address and a correct and complete transmission report is received, on the day of transmission if a working day, otherwise on the next working day.

#### 3.4.3. Addresses for Notices

For the purpose of this clause the parties addresses are the addresses last given by a party.

#### 4. Cartage Rates

##### 4.1 Payment

Metromix shall pay cartage rates to Carriers which rates are based upon a formula to reflect the utilization of the Carriers vehicles. In particular Metromix shall:

- (a) pay the carrier in accordance with cartage rates as detailed in Appendix B. Separate cartage rates apply for the different nominal vehicle capacities operated in the fleet. 7.0m<sup>3</sup>, 6.0m<sup>3</sup>, 3.0m<sup>3</sup>, 2.0m<sup>3</sup> and 1.0m<sup>3</sup>.
- (b) provide the carrier with a monthly statement in the form of a recipient created tax invoice itemising the payments and deductions made to the carrier in accordance with this Determination.
- (c) Pay monthly on or before the 10th of each month for all cartage work completed in the previous month.
- (d) The accounting period will be, 1st to last day of the month.

##### 4.2 Method of Payment

Metromix must pay the carrier by electronic funds transfer to the carrier's nominated account with a recognised financial institution.

Payments may be split between two separate accounts subject to availability of written instructions from the carrier.

##### 4.3 Review of Rates

- (a) The cartage rates set out in Appendix 'B' shall be subject to twice annual rise & fall adjustments using the formulae detailed in Appendix 'E'. Rate adjustments shall take effect on 1 September and 1 March each year.
- (b) Utilisation adjustment to cartage rates will be implemented each quarter and calculated as detailed in Appendix B and H.

##### 4.4 Cartage Zones

- (a) If, at the time of delivery, a Carrier notices that the kilometres printed on the delivery dockets are incorrect, it is their responsibility to inform the allocator immediately so that adjustments can be made in the computer on the day.

Any dispute arising in relation to the actual cartage distance (zone) to the carrier will be resolved within twenty four hours by the respective plant manager and the carrier. This will be done by jointly measuring the actual distance travelled, in a mutually agreed vehicle, from the loading point to be the discharge point via the shortest practical route available at the time of delivery.

- (b) Cartage distances (zones) shall be based on a map displayed at each plant to which the carriers shall have ready and reasonable access. The zones shall be used as a general guide only.

#### 4.5 Extra Over Normal Payments

Extra over normal payments are all payments to the carrier not covered by applying the applicable load fee and running rate to the load being delivered:

Extra over normal payments are:

|     | Item                             | Clause Reference                     |
|-----|----------------------------------|--------------------------------------|
| (a) | Standing Time                    | Appendix B - Clause 4                |
| (b) | Waiting Time                     | Appendix B - Clause 5                |
| (c) | Return Cartage                   | Appendix B - Clause 10               |
| (d) | Plant Transfer                   | Appendix B - Clause 11               |
| (e) | Dump Fee                         | Appendix B - Clause 10               |
| (f) | Workshop Transfer                | Clause 5.5.1(h)                      |
| (g) | Delays due to Painting or Repair | Clause 5.3.3 (b)<br>Clause 5.5.1 (g) |
| (h) | Surcharge 2                      | Appendix B - Clause 2                |
| (i) | Surcharge 3                      | Appendix B - Clause 2                |
| (j) | Diverted Loads                   | Appendix B - Clause 6                |
| (k) | Multiple Discharge Points        | Appendix B - Clause 7                |
| (l) | Mixing in Yard                   | Appendix B - Clause 8                |
| (m) | Call Out                         | Appendix B - Clause 12               |

Surcharges 2 and 3 will be paid through the computerised payment system when triggered by the time of the delivery. The remaining extra over normal payments can only be claimed and will only be approved for payment when details of the claim with supporting information are recorded on a "Cartage Adjustment Request" form (CAR).

All CAR's must be submitted to the Plant Allocator at the Plant from where the load is batched. The Allocator will process the CAR and obtain the Plant Managers approval where necessary before forwarding to the Transport Department for processing.

It is the Carriers responsibility to submit CAR's to the Allocator within 2 working days of the load being delivered. CAR's not submitted within 2 working days of the load being delivered will not be processed (except for extenuating circumstances such as illness, accident etc).

#### 4.6 Payment Corrections

- (a) Where any overpayment or underpayment is made by Metromix the appropriate adjustment will be made immediately that the Company detects and confirms the overpayment or underpayment. Carriers will receive written advice of any amendments.
- (b) It is the carrier's responsibility to report any cartage underpayments or overpayments to Metromix within seven days of receipt of payment details.
- (c) Where a Carrier identifies an account discrepancy, details of the error are to be recorded on a Cartage Adjustment Form and forwarded to the Plant Manager or Allocator for investigation and processing.

#### 4.7 Safety Net

A safety net payment applies to permanent carriers the details of which are described in Appendix G.

## 5. Responsibilities of Carriers

### 5.1 General Responsibilities

The carrier must perform the cartage work and perform work associated with that work:

- (a) in accordance with this contract determination.
- (b) with due care and skill and in a proper, thorough and professional manner;
- (c) safely, and in accordance with Metromix safety policy and any procedures giving effect to that policy;
- (d) in accordance with the day to day operational directions given by Metromix;
- (e) in accordance with any written direction, procedure or other specifications provided by Metromix relevant to the performance of the cartage work;
- (f) in a manner which actively assists and promotes the business of Metromix; and
- (g) in compliance with all relevant laws.

### 5.2 Incorporation

The carrier must be and remain incorporated as a proprietary limited company during the term of the cartage contract granted under the provisions of this Determination.

### 5.3 Supply of Suitable Vehicle

#### 5.3.1 Supply and Suitability

The carrier must supply a truck, which must:

- (a) meet the reasonable specification required by Metromix for a truck to be part of the Metromix carrier fleet; and
- (b) be approved in writing by Metromix before the carrier proceeds with purchase of the truck;
- (c) Metromix shall advise the carrier within 28 days of a written request by the carrier to introduce an alternative vehicle, of the approval or rejection of that request.

#### 5.3.2 Maintenance and Running Expenses

The carrier must at the carrier's own expense register the truck and maintain it in a safe and roadworthy condition at all times and the carrier is responsible for all running expenses of the truck and in the case of certain mini trucks for fuel to power the mixer where the mixer is powered by other than the truck engine.

#### 5.3.3 Painting and Logos

- (a) The carrier shall allow its vehicle to be painted in the colours of Metromix and to carry the logos directed by Metromix.

- (b) Painting will be carried out at the discretion and expense of Metromix (subject to sub-clause (c) below) provided that the carrier is not entitled to any compensation for the time when its vehicle is off the road for painting purposes up to a maximum of 5.5 working days. In the event that painting time is in excess of 5.5 working days then the carrier will be entitled to payment at the rate of 60F (as defined in Appendix B) per day.
- (c) New trucks to the fleet must be given to Metromix (new or used) in a condition to be painted. If an existing truck is to be repainted then Metromix will be responsible for the sandblasting.
- (d) All painting is to be done expeditiously, using a quality of paint that is acid resistant and capable of withstanding the arduous conditions of the industry. The painting will be undertaken by a recognized truck painting contractor and the standard of finish will not be less than that provided by tradesman specializing in the field.
- (e) Appearance of the vehicle is to be maintained in a good condition. Repainting of vehicles will be at the discretion of Metromix and will generally follow a routine inspection and maintenance programme.

#### 5.3.4. Equipment

- (a) The carrier shall allow Metromix to install in the carrier's truck (at Metromix expense) such equipment as required by Metromix, including but not limited to communication equipment, tachometers, speed limiters, GPS or other related equipment. When such equipment is removed Metromix shall make good the affected area.
- (b) Subject to clause 5.3.4.(c), Metromix shall maintain the equipment at its expense.
- (c) The carrier must pay the cost of any repairs to the equipment that are caused by the carrier's neglect or default.

#### 5.3.5 Operation of Equipment

The carrier has full responsibility for the operation of all equipment as set out in clause 5.3.4.(a). The carrier must ensure that the equipment is:

- (a) not misused;
- (b) operated in a manner that complies with all requirements of any relevant Statutory Authority; and
- (c) operated in a manner that is acceptable to Metromix.

#### 5.3.6. Truck Information

The carrier must provide Metromix satisfactory evidence (true copies of relevant documents) of registration, roadworthiness and the legal carrying capacity of the carrier's truck when reasonably requested by Metromix.

#### 5.3.7 Existing Vehicles

All existing vehicles in the fleet at the commencement date of this contract are approved vehicles for a minimum of a one year term other than trucks that are greater than 20 years old. For trucks greater than 20 years old any extension of use of these vehicles is subject to written agreed arrangements between the carrier and Metromix.

### 5.3.8 Vehicle Breakdown

- (a) It is the obligation of the Carrier on each working day unless rostered off to personally supply, man or have manned by approval, operate and keep serviceable, the vehicle.
- (b) An unserviceable vehicle shall be repaired as soon as possible.
- (c) Where a Carrier is unable to report for work with their vehicle, the carrier shall arrange for the Company to be informed at the earliest possible moment of the reason and the anticipated period of absence.

## 5.4 Supply of Driver

### 5.4.1. Nominated Driver of Vehicle

- (a) Except as expressly provided in this Contract Determination the carrier must:
  - (i) only use a nominated driver who is approved by Metromix having satisfactorily undertaken any assessment testing of their suitability to be a nominated driver;
  - (ii) only use a nominated driver who has undergone all general and site specific safety inductions; including Metromix site inductions, and
  - (iii) subject to clause 5.4.4. make sure that no one except the nominated driver drives the carrier's truck for the cartage work and/or operates the agitator.
- (b) Metromix must pay for any assessments arising from clause 5.4.1.(a)(i) but the carrier must pay for the nominated driver's time in attending the assessments.
- (c) Metromix may direct any nominated driver to undergo re-assessments should they deem it necessary.

### 5.4.2. Valid Driving Licence and Permits

The carrier must:

- (a) make sure that the nominated driver is at all times the holder of a current:
  - (i) driver's licence appropriately endorsed or issued in respect of the carrier's truck, and
  - (ii) general and site specific safety induction for plant and construction site access as required; and
- (b) immediately notify Metromix if that licence or induction is cancelled or suspended for any reason; and
- (c) present that license or evidence of induction to Metromix upon request.

### 5.4.3 Change of Address

The carrier must notify Metromix in writing immediately of any change in the carrier's nominated driver's address or contact details.

#### 5.4.4 Relief Driver

If the nominated driver cannot drive through illness (more than 3 days), approved leave or for other good reason, the carrier must use a relief driver but the carrier must:

- (a) first obtain Metromix approval (which shall not be unreasonably withheld) for the relief driver;
- (b) comply with any condition Metromix agrees to impose including the length of time for use of the relief driver;
- (c) make sure that the relief driver possesses an appropriate current driver's license; and
- (d) make sure that before commencing work the relief driver satisfactorily undergoes any pre-engagement assessments and safety inductions as required by Metromix.

#### 5.4.5 Training and Induction Programs

The carrier must make sure that the nominated driver attends and satisfactorily completes any training course, site inductions, safety inductions or communication sessions that Metromix reasonably requires. Metromix shall ensure that any training session which is less than half a days duration shall wherever possible be carried out either in the plant or near the plant.

Training and induction sessions shall be at no cost to Metromix up to a maximum of 2 days per year after which carriers shall be remunerated for all training and induction time at the rate of 25F per day (8 hour day), including all the time spent travelling. If the training and induction sessions is during ordinary working hours and a relief driver is required then payment shall be at the rate of 60F. If the carrier cannot obtain a relief driver then the carrier can reschedule the training or induction session.

When training is undertaken at the request of Metromix the cost of training and meals during the training session will be covered by Metromix.

#### 5.4.6 Medicals and Fitness

The carrier must:

- (a) ensure that the nominated driver is at all times medically fit to perform the cartage work.
- (b) make the nominated driver available to undergo any testing for impairment through use of alcohol or other drugs as and when required by Metromix to ensure that the nominated driver is capable and/or fit to perform the cartage work and associated duties.

#### 5.4.7 Personal Protective Equipment

- (a) The carrier must provide at the carrier's own expense (and the nominated driver must wear when required by Metromix) steel capped safety boots and prescription safety glasses to a standard satisfactory to Metromix.
- (b) The carrier must at the carrier's expense replace any personal protective equipment or clothing lost or damaged through misuse.
- (c) The carrier is responsible for ensuring that all personal protective equipment and clothing is used and/or worn and kept in a clean and functional condition.



- (d) If the carrier engages a relief driver Metromix will provide, at their own expense, PPE and safety equipment required by Metromix. The relief driver will provide suitable clothing, safety boots, and prescription safety glasses if required.

## 5.5 Maintenance and Care of Agitator

In accordance with the provisions of Clause 6 the agitator shall be and remain the property of Metromix.

### 5.5.1. Maintenance & Repair

The carrier shall:

- (a) pay the cost of any repair to the agitator caused or contributed to by the carrier's neglect or default;
- (b) carry out minor maintenance (such as greasing, checking hydraulic fluid levels, checking and changing light bulbs, checking hoses, visual inspection of the agitator frame, fitting mud flaps,) on the agitator or any equipment supplied by Metromix;
- (c) carry out daily inspections on the agitator and any other equipment supplied by Metromix and immediately report by way of written correction and preventative action report (CPAR) any defects to Metromix; and
- (d) ensure that the agitator is properly secured to their truck and the carrier may in their discretion, have the U-Bolts securing the agitator adjusted by a qualified mechanic and the reasonable costs incurred shall be met by Metromix.
- (e) the carrier has full responsibility for the safe custody of the agitator and of tools and spare parts attached to or forming part of the agitator from time to time. The carrier shall:
- (i) not add to, alter or modify the agitator without the prior written permission of Metromix;
- (ii) be responsible for any damage to the agitator arising from gross negligence or deliberate action by the carrier;
- (iii) not pledge the credit of Metromix or create any lien upon the agitator for repairs or otherwise; and
- (iv) not without the prior written permission of Metromix use the agitator for anything but the cartage work.
- (f) thoroughly wash out the interior and clean the exterior of the agitator daily to ensure the interior unit is maintained in a clean and tidy condition and ready for the next days work. (All cleaning materials and equipment necessary for cleaning to be provided by Metromix).
- (g) convey the mixer to the workshop for either major repairs or replacement or painting, as requested by Metromix. Such works will be carried out as soon as possible and without delay. Where any delay in excess of 5.5 working days is experienced by the carrier for reasons beyond his control, the carrier will be paid by Metromix at the rate of 60F (as defined in Appendix B) per day.
- (h) Transfers to and from the workshop will be paid at the rate per km of 0.2F for the forward and return journey. The carrier may be required to wait for his vehicle if the repair can be attended to quickly i.e. up to (2 hours). If he is not required to wait, a means will be provided by Metromix

at Metromix's cost to convey the carrier to his place of residence and return him to the workshop as and when required.

- (i) Should a mixer breakdown occur, the Carrier will not be responsible for the removal of concrete. The Carrier is not required to participate in the removal of concrete from the agitator save for the operation and positioning of the agitator to assist the concrete removal.
- (j) Metromix is responsible for the provision of oil and grease for the mixer.
- (k) The vehicle is to be parked only in places approved by Metromix. The carrier is not responsible for any loss or damage to Metromix equipment when so parked.

#### 5.5.2. Removing Hardened Concrete from the Agitator

- (a) The agitator is required to be de-dagged (minimum once/year so that the mixing function of the agitator and carrying capacity of the vehicle are not restricted). Annual dedagging and transfer to workshop for that purpose is at the expense of Metromix. If dedagging is required more than once per year, the carrier is responsible for the additional costs (except where extenuating circumstances apply).
- (b) De-dagging shall be performed either by Metromix or by a properly qualified third party.

## 6. Responsibilities of Metromix

### 6.1 Supply and Installation of Agitator

Metromix shall;

- (a) supply and install a serviceable agitator inclusive of new bolts, clearance lights, mud flaps and protective chassis cover for use with the carrier's truck and (except for costs payable by the carrier under clause 6.1-d) pay the installation costs of the agitator on the carrier's truck; Metromix will use commercially available mixer units that do not significantly impact on the carrying capacity of the vehicle. After fitting of the mixer the carrier will provide a certified weighbridge ticket to confirm the accurate tare weight of the vehicle in its normal working condition.
- (b) fit at its expense, a spillage tray and any subsequent replacements; and
- (c) ensure that the agitator is installed/positioned so as to enable optimum split/axle weights at the time of installation.
- (d) If the carrier's truck is approved as per clause 5.3.1(a) but not of a type suitable for installation of the agitator without any alterations, the carrier must pay the cost of work on the carrier's truck, and of any extra work on the agitator, to allow the installation of the agitator.
- (e) be responsible for damage to the vehicle of the carrier caused by a failure of the agitator or associated equipment owned by Metromix.

### 6.2 Agitator Removal

Metromix may at any time substitute for the agitator another agitator that Metromix in its complete discretion considers to be appropriate. This substitute agitator will not be of any significantly lesser capacity than the existing agitator. If the agitator is reasonably required by the carrier or Metromix to be removed at any time for any reason the cost of the agitator removal and replacement will be borne by Metromix.

### 6.3 Ownership

The agitator is the property of Metromix and the carrier holds it on behalf of Metromix.

### 6.4 Maintenance and Repair

Subject to clause 5.5.1, Metromix must mechanically maintain and repair the agitator at its own expense (within a reasonable time having regard to the nature of the maintenance or repairs).

### 6.5 Personal Protective Equipment

- (a) Subject to clause 5.4 7, Metromix must provide at its own expense (and the nominated driver must use or wear when required by Metromix):
  - (i) all clothing required by Metromix and all personal protective equipment (which will include but not be limited to hard hats, safety vests, ear muffs, gloves and safety goggles for vehicle cleaning); and
  - (ii) a uniform to Metromix's specification. Metromix shall ensure that carriers are issued with sufficient uniform items to enable them to comply with the performance requirements under this Determination.

### 6.6 Site Storage

Metromix will make available space at the plants for the storage of a reasonable quantity of the carriers spare tyres and equipment required to perform cartage work. The disposal of used tyres, oils and equipment shall be the responsibility of the carrier.

## 7. Operating Conditions

### 7.1 General

The carrier must:

- (a) use the vehicle for the cartage work strictly in accordance with the terms and conditions of this Determination.
- (b) keep the carrier's vehicle clean, washed, and in operating condition to Metromix's satisfaction;
- (c) ensure that the agitator is washed out when needed to remove any concrete build up during the day and at least at the end of each day's cartage work (or such other times as directed);
- (d) not use the vehicle unless or until the provisions of this clause have been complied with; and
- (e) mix to the relevant standard as determined by Metromix.

### 7.2 Driving of Vehicle

The carrier must:

- (a) not use or operate the vehicle in a careless, reckless or dangerous manner;
- (b) make sure that the vehicle is not driven by the nominated driver when that driver is impaired by the influence of alcohol, or of a drug contrary to any policy or procedure by Metromix.

### 7.3 Legal Loading and Load Size

- (a) The carrier must notify Metromix of any changes made to the vehicle which might affect the carrying capacity of the vehicle; and
- (b) Metromix will ensure that the carrier's vehicle is loaded within the tolerances arising from the tare weight advised by the carrier.
- (c) Metromix will nominate the load size of each load within legal tolerances.
- (d) Loading Order:
  - (i) The initial daily starting order will be in accordance with a cyclic roster.  
Cyclic Roster shall mean:
    - (a) a roster made up of truck numbers, which dictates the selection of a particular vehicle for a function and is addressed from the first truck number to the last.
    - (b) When the roster has been fully addressed the roster then changes so that the truck number that was last becomes first while the truck number that was previously first becomes second, and so on or in other agreed cycles (for example as Alexandria rosters the first 3).
  - (ii) Thereafter all trucks will be loaded in order of their return to the plant with the exception of:
    - (a) Mini mix loads
    - (b) Single load or message greater than the mixer capacity or legal carrying capacity of the truck next in line.
    - (c) Trucks with returned concrete.
    - (d) Trucks with returned concrete where transfer facilities are available and where the needs of the customers are not disadvantaged.
    - (e) Metromix will not operate its company owned fleet to deliberately target or disadvantage its carrier fleet.
- (e) The initial loading time and the initial plant from which such loading will take place will be notified to the carrier by Metromix before the close of business on the previous day.

#### 7.4 Inspections and Tests

- (a) The carrier must make the vehicle available for inspection or testing (as required by statutory bodies) at the carrier's own cost. In the event of a mixer fault requiring the vehicle to be reinspected, the inspection fee is to be paid by Metromix.

#### 7.5 Nominated Plant

- (a) The carrier must report ready willing and able to perform the cartage work with the carrier's vehicle at the times and location that Metromix reasonably requires and be allocated cartage work as Metromix determines in accordance with this Determination. It is intended that at the commencement of the contract, carriers currently based at a plant remain based at that plant.
- (b) Subject to clause 7.5 (a) and 7.10 Metromix may:
  - (i) from time to time nominate a plant and/or area to be the base from where the carrier will usually commence work and,
  - (ii) change the carrier's nominated plant and/or area to meet its business needs,
  - (iii) carriers may be transferred to other Metromix/Able plants or outside companies on truck hire as required.
- (c) Metromix will nominate any and all rosters which are to apply to the operation. These rosters will include:
  - (i) Daily start cyclic roster.
  - (ii) Daily transfer cyclic roster.
  - (iii) Period (not more than 2 weeks) transfer cyclic roster.
  - (iv) Roster-off roster (where there are vehicles surplus to customer requirements). Roster-off instructions must be adhered to without exemption. Vehicles within the fleet including company vehicles will not be rostered in anyway, in order to manipulate earnings.
  - (v) Night Shift Roster - (voluntary).
- (d) In the event of Metromix opening a new plant or closing an existing plant, the redistribution of trucks will initially be on a voluntary basis with priority of choice based on seniority of service. If the voluntary method fails, Metromix shall direct which trucks are placed at which plants.
- (e) No payment applies for transfers to and from plants within the area defined by a 20km radius from each current Metromix plant. Transfers beyond the designated area will be paid for at the rate calculated using the formulae detailed in Appendix 'B'.

#### 7.6 Concrete Slump

- (a) It is the fundamental responsibility of the carrier to deliver concrete to the customer at the slump specified by Metromix.
- (b) Any failure by the carrier with respect to slump shall disentitle the carrier to payment for the load in question.
- (c) Metromix will ensure that the load is batched, with the intent that the quantity of water required to adjust the slump does not exceed 10% of the total water required to bring that load up to specification.
- (d) Metromix will provide the carrier wherever possible with written notice 24 hours prior to any intended major changes in concrete mix ingredients which may change the characteristics of the concrete and will include any regular changes in the notification such as changes due to summer and winter.

Should Metromix change the concrete ingredients without written notification to the carrier prior to batching, Metromix will assume the slump responsibility of the concrete and the carrier will be paid for all cartage at the full rate without penalty.

- (e) A carrier shall ensure that the load is properly mixed as required by Metromix's written instructions and that the slump of the concrete will be in accordance with the following limits immediately prior to discharge;
- (i) Slump above 110 millimetres - a tolerance of plus or minus 30 millimetres.
  - (ii) Slump greater than 80 and less than 110 millimetres - a tolerance of plus or minus 20 millimetres,
  - (iii) Slump less than or equal to 80 millimetres, a tolerance of plus or minus 15 millimetres.
- The slump requirements are based on the premise that the carrier has at all times from the time of batching to the point of discharge, the ability to add water to adjust the slump of the load to the above specification.
- The agitator drum must be kept turning at all times when it contains concrete.
- (f) A Carrier shall visually inspect each load prior to leaving the plant and shall advise Metromix of any apparent unusual features of the load which may have occurred due to batching error, plant failure, or contamination.
- (g) In the event that a large project imposes extraordinary slumping requirements that significantly delays the mixing and delivery process, then Metromix and the carriers may agree a project specific allowance in addition to the normal cartage rate on the basis that any additional cartage costs can be recovered from the customer.
- (h) In the case of a delivery of concrete for grouts and kerb making machines, the carrier has no responsibility for the slump as the load is delivered in an "as batched" condition.
- (i) Where additives are added on site the carrier has no responsibility for the slump of the load.

#### 7.7 Rejected Loads

Where any load or part thereof is rejected and dumped as a result of the carrier's negligence or breach of this Determination, Metromix may, in its discretion, deduct the costs of the materials and disposal for the load from any payments made to the carrier, which in any event shall not exceed \$250.00 per load.

#### 7.8 Unloading

The carrier must discharge the concrete at the delivery site in the manner and position reasonably directed by the customer, provided that these directions are safe.

#### 7.9 Job Site Entry

- (a) Where a site is reasonably considered to be unsafe or hazardous to enter then the carrier is not obliged to attempt delivery of the load.
- (b) The carrier is expected to make an honest and professional assessment of the site in question before the carrier concludes that the site is unsafe or hazardous to enter.
- (c) In the case of an unsafe or hazardous site the carrier must contact Metromix who must attend the site and determine what action should be taken.
- (d) Where a carrier goes beyond the kerb to complete a delivery and his vehicle becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery. Metromix will arrange the

services of a reputable and insured salvage contractor to extricate the vehicle as soon as possible and will bear all costs for those arrangements. Provided further that the salvage costs will be the responsibility of the carrier where the vehicle becomes inoperative as a direct result of the carriers negligence or deliberate actions.

In cases where a carrier truck is bogged for longer than the appropriate site load delivery period waiting time will be paid (except in cases of carrier negligence).

#### 7.10 Return

After discharging the load the carrier must report to whatever plant Metromix instructs using the most practicable route from the final discharge site.

#### 7.11 Damage On Site

The carrier shall be responsible for damage to property or vehicles including their truck and the agitator arising from or during off-kerb deliveries if it is proven that the carrier is at fault. In the first instance the carrier is to record the incident by way of a written incident report that is to be submitted to Metromix within 24 hours of the incident plus request their insurer investigate the damage and prepare a report detailing proposed actions. If the carrier damages third party property during an off-kerb delivery and fails to make good that damage or pay appropriate compensation for that damage within seven days, Metromix may itself make good the damage or pay reasonable compensation and deduct same from any payments due to the carrier.

#### 7.12 Clean Up

- (a) The carrier shall at its own cost and to the satisfaction of Metromix
  - (i) immediately report to Metromix any spillage of concrete or other discharge necessitating cleaning or any damage caused by concrete spillage or other discharge; and
  - (ii) clean up and remove from, roadways, customer's sites and public property any concrete spillage or other discharge (other than in the event of a mixer failure where responsibility will rest with Metromix). Reasonable assistance to be provided by Metromix where possible.
- (b) Where in Metromix's reasonable opinion the carrier has not:
  - (i) cleaned up to a satisfactory standard; or
  - (ii) effected the clean up in a timely manner, then

Metromix may itself undertake the clean up (provided it has first notified the carrier of its intention and afforded the carrier an opportunity to rectify the matter) and deduct from any payment due to the carrier in accordance with clause 4.1 (a) the reasonable costs of the clean up.

#### 7.13 Other Distributors

If the carrier is directed by Metromix, in accordance with clause 7.5, to load out of a plant other than Metromix's plants (e.g. a competitors plant etc) then the carrier must load as directed and satisfactorily complete any additional paper work required.

#### 7.14 House Keeping

The carriers are requested to assist with plant housekeeping.

#### 7.15 Truck Availability

Trucks are required to be available each week day and a half-day on Saturday for 52 weeks of the year with the exception of the following:

- 10 days per annum of annual leave provided such leave is approved by the company 30 days in advance.
- 3 rostered days off per annum which must be approved by the company no less than 7 days prior.
- Public Holidays
- Official Picnic Day
- Sick leave or special leave periods (less than 3 days).
- Days where Metromix in its discretion specifically directs a carrier or carriers to roster off, or approved RDO days.

#### 7.16 Road & Bridge Tolls

- (a) All contract carriers are issued with an E-Way pass free of charge for use on all tollways around the Sydney Metropolitan area.
- (b) The Carrier will be responsible to Metromix for the proper use of the issued pass, and must report any loss, theft, or breakdown of the issued pass.
- (c) All E-Way passes must be fixed to the windscreen of the vehicle to work effectively.
- (d) A carrier may not use a tollway to and from job sites unless directed to do so by Metromix personnel. Failure to abide by this will result in toll charges being deducted from the carriers monthly account.

#### 7.17 Nominated Signature

If a nominated signature is required by Metromix it is the Carrier's responsibility to ensure that the signature is secured or alternatively communicate with the plant prior to leaving the site and advise the reason why the required signature cannot be secured.

#### 7.18 Collection of COD Payments

A carrier shall endeavour to collect money from COD customers for all concrete charges prior to leaving the delivery site. All moneys collected shall be submitted in full (as soon as possible or no later than the close of business on the day of collection) to the Plant Manager or Allocator, who shall immediately issue the Carrier with a receipt.



## 8. Insurance

### 8.1 Vehicle Insurance, Workers Compensation

The carrier must obtain the following insurance and maintain them at the carrier's expense at all times while engaged by Metromix. (Metromix will view originals and take copies for their records).

- (a) compulsory third party insurance for the vehicle as required by any relevant law;
- (b) comprehensive or third party property insurance of the vehicle;
- (c) public liability insurance arising from the carrier's business as a contractor (to include but not be limited to liabilities not covered under either a statutory or third party property damage policy) for \$10,000,000 (or such higher sum as Metromix requires from time to time) for each claim or occurrence;
- (d) public liability insurance to cover damage due to incorrect product delivery \$10,000,000;
- (e) public liability insurance to cover damage caused by the agitator \$10,000,000;
- (f) worker's compensation insurance for the nominated drivers and relief drivers as required by any relevant law;
- (g) any other insurance required to cover the carrier's obligations in clause 9;
- (h) cover against the loss or damage to Metromix's agitator to the value of \$42,000 (as adjusted by CPI). The carrier must nominate on the insurance policy that Metromix is an interested party in relation to the agitator; The intention is that this insurance cover is for major damage in excess of \$4,000 in value as adjusted by CPI.

### 8.2 Insurance Policies

The carrier must make sure that:

- (a) each insurance policy is for such amounts and covers such risks and contains such conditions, endorsements and exclusions as are reasonably acceptable to or reasonably required by Metromix. and
- (b) all public liability insurance is endorsed to:
  - extend to provide indemnity to Metromix as Principal;
  - contain a waiver of subrogation from the insurer in favour of Metromix as Principal; and
  - contain a cross liability clause.

### 8.3 Premiums

The carrier must punctually pay all premiums for policies and renewals of policies. Evidence of proof of payment and renewal of all relevant policies is to be provided annually (or such period as deemed appropriate) to Metromix prior to the expiration of the previous policy.

### 8.4 Not to Prejudice Insurance

The carrier must not do, permit or omit any act, matter or thing that might prejudice any insurance or make it void or voidable.

### 8.5 Monthly Compliance Statement

The carriers must submit to Metromix no later than the last working day of each month an insurance compliance statement as detailed in Appendix 'C'. Failure to submit the compliance statement will result in the vehicle not being available to be loaded from the 1<sup>st</sup> day of the following month.

## 9. Limits of Liability

### 9.1 Loss

Neither party is liable to the other for any loss or claim arising out of:

- (a) wet weather;
- (b) accident; or
- (c) breakdown.

### 9.2 Warranty

Subject to this Determination, Metromix makes or gives no representation, warranty or guarantee as to the nature, quantity, quality, regularity or profitability of the cartage work other than payment of the safety net where applicable.

### 9.3 Acknowledgement of Earnings

The carrier acknowledges that:

- (a) their level of earnings is influenced by many factors including but not limited to:
  - (i) the level of demand for concrete; and
  - (ii) the carrier's efficiency and availability, and
- (b) they may earn more or less than other carriers.

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### 10. Review of Relationship and Term of Determination

The parties will review their relationship and this Determination on a regular basis during the life of this Determination to ensure that:

- (i) the goals of the company and the carriers are properly aligned;
- (ii) the Determination continues to reflect the goals of the parties;
- (iii) the needs of the business are being met.

A compulsory formal review of the Determination is to be completed over a 6 month period commencing 8 years from the commencement date of this determination (2 September 2004).

This Determination may only be varied during its life by the express written consent of both parties and by such variation being registered in the Commission.

Notation: The parties agree that this Determination represents a ten (10) year commitment. There shall be no fundamental change to this Determination for that period.

The parties agree that after eight (8) years from the date of the commencement of this Determination there shall be a complete review of the Determination to ensure that it still meets the needs of the parties.

There shall be no change to this Determination at the expiry of the ten (10) year commitment period other than by agreement of the parties or by decision of the Industrial Relations Commission of New South Wales.

## 11. Disputes Procedure

- 11.1 If a dispute occurs about any matter it shall first be discussed between the parties with a view to resolution.
- 11.2 If discussion fails either party may refer the matter to the Industrial Relations Commission of New South Wales.

### 11.3 Representation

An official of the Union or others may represent the carrier(s).

### 11.4 Continuity of Cartage Work

The carrier must continue to perform the cartage work in accordance with this determination even if a dispute occurs unless it is a safety issue.

## 12. Union Membership & Delegates

- (a) A Carrier appointed as Yard Delegate shall upon notification thereof to Metromix by the Branch or Sub-Branch Secretary of the Union, be recognised as the accredited representative of the Union.
- (b) The appointed Union delegate or executive committee member will be provided with reasonable access to and the use of a telephone free of charge for Union matters, provided the site staff are consulted.
- (c) Metromix encourages carriers become members of the Union.

## Appendix A

### Definitions

|   |   |
|---|---|
| Age   | The length of time since the date of manufacture of the carrier's truck, which (in the absence of evidence to the contrary) is taken to be shown on the manufacturer's compliance plate on the truck;   |
| Agitator                                    | The pre-mixed concrete agitator provided by Metromix in accordance with this Determination;   |
| Contract Carrier<br>Communication Equipment | As defined in the <i>Industrial Relations Act 1996</i> ;<br>Includes any two-way radio, satellite, tracking equipment etc;  |
| Contract of Carriage                        | As defined in the <i>Industrial Relations Act 1996</i> ;  |
| Area  | Means an area served by one or more of Metromix's plants which is an area Metromix considers from time to time to be an appropriate operational area for the separate application of productivity adjustments to the rate per cubic metre payable for the delivery of concrete;   |
| Disputes procedure                          | The procedures set out in clause 11.  |
| Housekeeping                                | General housekeeping within the areas of the drivers facilities and any areas used by drivers whilst carrying out work to their vehicle;  |
| Loss or claim                               | In relation to any person, a damage, loss, cost, expense or liability incurred by the person or a claim, action, proceeding or demand made against the person, however arising and whether present or future, fixed or ascertained, actual or contingent;   |
| Misconduct                                  | May include but is not limited to:<br><br>a. Fighting<br>b. Verbal or physical abuse of drivers, Metromix staff, visitors, customers and members of the general public;<br>c. Harassment or bullying;<br>d. Any unlawful activities; and<br>e. Any activity that brings Metromix's reputation or standing into disrepute;<br>f. Incorrect insurance compliance statement. |
| Nominated driver                            | The person approved to regularly drive the carrier's vehicle and includes any relief driver approved;   |
| Plant                                       | Refers to a batching plant;   |
| Truck                                       | The carrier's cab chassis;  |
| Concrete                                    | Pre-mixed concrete or batched materials;  |
| Relevant Laws                               | Refers to:<br><br>a. Statutes;  |

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|                            |   |
|----------------------------|---|
|                            | <p>b. Awards, orders, rules, ordinances, regulations and by-laws under them; and</p> <p>c. Orders and regulations of all other relevant authorities, now or later in force relating to the carrier's business or operations (including without limitation, those concerning the environment or the use of highways, roads and bridges and the loading, maintenance and driving of vehicles or the use or operation of the vehicle);</p> |
| The cartage work           | The cartage work the carriers do, including mixing and carriage of concrete in the agitator, as and when required by Metromix;  |
| Union                      | The Transport Workers Union of New South Wales;   |
| Vehicle                    | Means the truck or prime mover and agitator(and vice versa),  |
| Working day                | A calendar day Monday to Saturday inclusive upon which Metromix would usually require the carrier to perform cartage work;  |
| Writing                    | Includes any communication sent by letter, telex, facsimile, or telegram.   |
| Metromix                   | The principal which may include Metromix trading as Metromix, Able Concrete.  |
| Drivers Assessment Testing | Testing deemed applicable to verify competency to drive the designated vehicle.   |
| Nominal Truck Capacity     | The approximate cartage capacity of the vehicle as dictated by the size of the agitator fitted to the truck.  |
| CAR                        | Cartage Adjustment Request:<br><br>The form used to claim all variations to cartage payments where the cartage payment for a load varies from the standard rates.   |
| CPAR                       | Corrective & Preventative Action Request:<br><br>The form used to report the need for repair or other work required to be attended to by Metromix on the truck, agitator, or plant site.  |
| Standing Time              | Time spent by the carrier while waiting for instructions by Metromix other than time spent on site.   |
| Waiting Time               | Time spent on site in excess of the allocated delivery time.  |

## Appendix B

### Cartage Rates

1. Application of Cartage Rates
  - a. The carrier shall be paid, with respect to each load carted:
    - (i) A load fee, payable for each cubic metre of concrete loaded into the carrier's truck; for 7.0m<sup>3</sup> and 6.0m<sup>3</sup> trucks and for each load for trucks less than 3.6m<sup>3</sup>.
    - (ii) A kilometre rate, payable for each kilometre travelled by the carrier's truck from the plant to the delivery location for each cubic metre of concrete in the load, for 7.0m<sup>3</sup> and 6.0m<sup>3</sup> trucks and for each load for trucks less than 3.6m<sup>3</sup>.
  - b. The amount of the load fee will vary each quarter from the anniversary date of the contract depending upon the utilisation volume. The utilisation volume is:
    - (i) In the case of any carrier based in the Sydney metropolitan area, the average volume (or average number of loads for trucks < 3.6m<sup>3</sup>) of concrete carted by all of the carriers engaged by the contractor (split into the 5 capacity ranges) and based in the Sydney metropolitan area in the previous calendar year; and
    - (ii) In the case of any carrier based outside the Sydney metropolitan area, the average volume of concrete (expressed in cubic metres per annum) carted by all of the carriers engaged by the contractor and based in the same plant.
  - c. Metromix shall calculate the moving annual total utilisation volume(s) for each quarter in sufficient time for payments to be made to carriers in the succeeding quarter to be properly calculated.
  - d. The load fee and kilometre rate at the specified utilisation volumes are set out in Table B1 and Table B2. The actual load fee to be calculated pro-rata between the higher and lower load fee detailed in Table B1 & B2.
2. After Hours Delivery

Surcharge rates payable in respect of concrete loaded and completed during the following hours shall be:  
Monday to Friday: 6:00pm to 5:00am = 2.5 x "F" x M<sup>3</sup> carted (Surcharge 2)  
Saturday: 2:00pm to Monday 5:00am = 3 x "F" x M<sup>3</sup> carted (Surcharge 3)  
Public Holidays: 3 x "F" x M<sup>3</sup> carted  
Refer to Table B1 & B2 for Relevant 'F' Values.
3. Minimum Load Sizes & Minimum Distances

Trucks with a loading capacity of greater than 3.0m<sup>3</sup> shall be deemed to have a minimum load of three (3) cubic metres.  
There shall be deemed a minimum distance of 3.0km.  
For all trucks all kilometres travelled shall be rounded up to nearest whole km.
4. Standing Time
  - a. Where a Carrier is required to remain at the plant to make a delivery on a job commencing after normal delivery hours, for more than one hour, standing time will be paid at a rate of 3 x "F" for each half hour, or part thereof after the expiration of the initial hour. In the event of standing time applying during



normal working hours, standing time will be paid at a rate of 1.5F per half hour only as specifically noted in clause 6 and clause 10 of Appendix 'B'.

- b. Standing time is claimed using a Cartage Adjustment Request (CAR).
- c. Normal working hours are 5:00 am to 6:00pm Monday to Friday and 5:00 am to 2:00pm on Saturday.

#### 5. Waiting Time

- a. Waiting time is payable at the rates defined in Table B1 and B2.
- b. Claims for waiting time are to be made by completing all sections of the Metromix CAR (Cartage Adjustment Request).
- c. Where possible all waiting time claims should be supported with a delivery docket signed by the customer to authorise acceptance of waiting time charges.

#### 6. Diverted Loads

- a. Where a load is diverted enroute, a Carrier shall be paid normal cartage rates covering the total distance travelled from initial departure from the plant to the ultimate delivery point of the load.
- b. Time spent waiting for diversion advice is to be treated as standing time as per Clause 4.

#### 7. Multiple Discharge Points

Payments for deliveries to the same customer with multiple discharge points will be determined as follows:

- a. Payment for cartage covers the total distance travelled from the load point to the location of the final discharge point (i.e. the entire one-way distance of the journey).
- b. Time to make the delivery in excess of the time allocated to make a normal delivery will be treated as waiting time as defined in Appendix 'B', Clause 5.0.

#### 8. Mixing in Yard

- a. Payment for mixing in the yard will be determined by applying the relevant load fee (table B1 & B2) multiplied by the size of load (for mini trucks straight load fee applies).
- b. The above payment calculation also applies for concrete mixed in the yard and used by Metromix for on-site work.

#### 8A Long Distance Loads

For loads delivered to distances in excess of 25km from the plant then a 4.0m<sup>3</sup> minimum load shall apply.

#### 9. Transport of Materials Other Than Concrete

Where the carriers trucks are used to transport materials other than concrete the normal cartage rates will apply. The materials carted will be converted to equivalent concrete volumes by using the following conversion rates:

Aggregate - 1.5 tonne aggregate = 1m<sup>3</sup> concrete  
Sand - 1.7 tonne sand = 1m<sup>3</sup> concrete  
Slurry - 1m<sup>3</sup> slurry = 1m<sup>3</sup> concrete

#### 10. Returned Concrete

- a. All payments for concrete returns less than 3.0m<sup>3</sup> for maxi trucks and less than 50% of the truck capacity for mini trucks is incorporated in the agreed cartage rates, provided however that for untouched loads all returns will be paid regardless of volume.
- b. Where return volume exceeds 3.0m<sup>3</sup> for maxi and 50% of truck capacity for mini the return journey will be paid for at the applicable running rate multiplied by the distance of the return journey.
- c. Where return cartage is payable and the carrier is required to wait for instructions on what to do with the concrete the carrier shall be paid standing time as per Appendix B - clause 4 for any time in excess of what would normally be allocated for that load including time waiting to dump load.
- d. Where return cartage is payable or otherwise as instructed by the Plant Manager and the carrier is instructed to travel any further distance to a dump site other than the loading plant the extra distance will be paid for at the applicable running rate.
- e. Where return cartage is payable and the carrier is instructed to dump the load then the carrier will be paid a dump fee of 2 x "F" (see table B1 & B2).
- f. All claims for return cartage and dump fees are to be made by completing all relevant sections of the Cartage Adjustment Request (CAR) which will be forwarded to the Allocator and then the Plant Manager for authorisation and processing.

#### 11. Transfers Outside Metropolitan Area

When transfers outside the Sydney Metropolitan Area are required payment for the transfer will be paid as per the following formulae:

$$Fu \times (\text{km} \div \text{FCR}) + (\text{T} \times \text{L}) = \text{Transfer Fee}$$

Where

|     |   |   |
|-----|---|---|
| Fu  | = | Fuel price relevant for current 6 month period as per Appendix 'E' (less relevant rebate & GST) |
| FCR | = | Fuel consumption rate as per table below.   |
| Km  | = | Total distance travelled (to and from)  |
| T   | = | Agreed travel time to and from the transfer plant   |
| L   | = | Labour rate relevant for current 6 month period as per Appendix 'E'.                            |

| Truck Size | FCR - (Km/L) |
|------------|--------------|
| 7.0        | 1.30         |
| 6.0        | 1.40         |
| 3.0        | 2.30         |
| 2.0        | 2.50         |
| 1.0        | 2.80         |

#### 12. Call-Out Fee

- a. A carrier called back after normal delivery hours shall receive a minimum payment of 24F. When total surcharges amount to 24F, then the call-out fee is no longer applicable.

#### 13. Living Away from Home Allowance

Where a carrier is directed to perform delivery or other work for the Company and, by reason of the distance travelled, is unable to return home that night then a living away from home allowance applies in accordance with Transport Mixed Industry Award.

**Appendix C**

**Monthly Compliance Statement**

Month: \_\_\_\_\_

Sub Contractor: \_\_\_\_\_ ABN \_\_\_\_\_

Has entered into a concrete cartage contract with Metromix Pty Limited, and hereby makes the following declaration for the period \_\_\_\_\_ to \_\_\_\_\_

**DECLARATION**

I, \_\_\_\_\_ A Director of/a person authorized by the made, subcontractor on whose behalf this declaration is hereby state all relevant insurances and statutory payments listed below:

- Compulsory Third Party Insurance for he vehicle as required by any relevant law;
- Comprehensive or Third Party property insurance of the vehicle;
- Workers Compensation (Nominated & Relief Driver)
- Public Liability Insurance (\$10 million)
- Public Liability insurance for wrong delivery of product (Incl. in PL)
- Public liability for damage caused by Agitator (Incl. in PL)
- Agitator Insurance (\$42,000)

have been paid in accordance with the following acts, regulations and other statutory and contractual requirements

- Workers Compensation (s175B *Workers Compensation Act 1987*)
- Pay-Roll Tax (Part 5B s31G-31J *Pay-roll tax Act 1971*)
- Remuneration (ss127, 127A *Industrial Relations Act 1996 & Superannuation Guarantee (Amendment) Act 1992*)
- Concrete Carriers Determination 2004

I also declare that my drivers' license and registration are valid for period covered by this declaration.

Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_

Position/Title \_\_\_\_\_ Date: \_\_\_\_\_

This statement is accurate and if required through random audit, I can provide current Certificates of Currency and supporting documents to verify all items listed. A false declaration is understood to be classified as misconduct under the terms of the contract.

**WARNING**

Any subcontractor, who knowingly provides a principal contractor with a written statement that is false, is guilty of an offence. (Maximum penalty 100 units or \$11,000 in accordance with the relevant State legislation.)

## Appendix D

### Performance Standards

#### PURPOSE

The purpose of the Concrete Contractors Performance Appraisal should aim to:

Identify, evaluate and develop each individual contractor's work performance and productivity to more effectively achieve organisational goals and objectives.

Provide reward, recognition, feedback, praise or constructive criticism.

Provide an opportunity to share suggestions about improving work processes, customer relations and to identify training requirements;

Advise on strengths and weaknesses and what is expected of them as a contractor for Metromix.

Differentiate between satisfactory and unsatisfactory contractors.

Strengthen the relationship between Contractors and Metromix personnel by allowing communication and discussion to take place concerning both work related and personal issues.

It shall be a fundamental principal of this Determination that the performance appraisal process will be carried out with complete fairness to the carrier. The process shall be documented between the parties.

### LEVELS OF PERFORMANCE

#### Unsatisfactory

Performance meets minimum acceptable standards in most instances, but is unsatisfactory in some cases. Improvement in unsatisfactory areas is urgently needed and will be monitored on a monthly basis and assessed on a quarterly basis. (This contractor would normally be in a learning phase or is of questionable ability to meet job requirements).

#### Good

Performance of most duties is adequate, meets most standards in an acceptable manner, however some improvement may be necessary. (This contractor is beyond the learning phase and is making measurable contributions within limited areas. They will understand most duties and the overall objectives of their job).

#### Very Good

This Contractor performs all duties and responsibilities in a comprehensive manner. There is little need for improvement and should be considered adequate for the job.

#### Outstanding

Performs all duties and responsibilities in a thoroughly comprehensive manner. Some duties are carried out in a superior manner. Considered highly knowledgeable by superiors and colleagues. This contractor will often make significant contributions to the overall effectiveness of the business.

## Appendix E

### Rise & Fall Adjustment To Cartage Rates

The formulae detailed below is to be used to adjust cartage rates at the frequency noted in the agreement.

$$P2 = P1 \times \left( \left( \frac{L2 - L1}{L1} + 1 \right) 0.43 + \left( \frac{CPI2 - CPI1}{CPI1} + 1 \right) 0.38 + \left( \frac{Fu2 - Fu1}{Fu1} + 1 \right) 0.09 + 0.10 \right)$$

Where:

- P2 = New Price (load fee or running rate or 'F' factor, or waiting time rate or safety net)  
P1 = Price currently being used (load fee or running rate or 'F' factor, or waiting time rate or safety net)  
L1 = Labour rate @ time of last review  
L2 = Labour rate @ time of new review  
CPI1 = CPI rate @ time of last review  
CPI2 = CPI rate @ time of new review  
Fu1 = Metromix fuel price @ time of last review  
Fu2 = Metromix fuel price @ time of new review

Rates/Indexes etc are those that apply 1 month prior to the review anniversary i.e. if anniversary is 1 Sept; unit rates used in formulae are those published and available at 1 August. If the review date is 1 March the new unit rates/indexes are those that are applicable at 1 February etc.

- L = Labour Rate (exclusive of allowances) for drivers of 8 wheeler trucks as defined by the Transport Mixed Industries Award (Grade 5 Driver).  
(At start of contract L = \$14.41)
- CPI = Consumer Price Index as published by the ABS – Catalogue No.6401 All Groups – Sydney.  
(At start of contract CPI = 145.50)
- Fu = Caltex fuel price as published on [www.caltex.com.au](http://www.caltex.com.au) and listed as "Terminal Gate Price for low sulphur diesel in Sydney/Banksmeadow area".  
(At start of contract Fu = \$0.9892 which includes GST but not rebate)



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**Appendix F**

**Calculation Of Termination Payments**

|    | Elements of Termination Payments | Mini Truck      | Maxi Truck      |
|----|----------------------------------|-----------------|-----------------|
| 1. | Labour Provision                 | \$17,000        | \$20,000        |
| 2. | Lease Payments provision         | \$28,500        | \$44,500        |
| 3. | Selling Costs of truck           | \$3,000         | \$3,000         |
| 4. | Winding up costs                 | \$3,500         | \$3,500         |
|    | <b>TOTAL TERMINATION PAYMENT</b> | <b>\$52,000</b> | <b>\$71,000</b> |

## Appendix G

### Operation Of Safety Net Payment

The safety net is intended to provide a guaranteed minimum payment to carriers during periods of very low work levels so that carriers are not pressured to leave the business.

The payment is based on achieving minimum earnings over a 3 month period calculated as follows:

|                  |                   |                   |                   |                   |                   |
|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                  | 3.0m <sup>3</sup> | 2.0m <sup>3</sup> | 1.0m <sup>3</sup> | 7.4m <sup>3</sup> | 6.0m <sup>3</sup> |
| Safety Net Value | 65,000            | 61,000            | 58,000            | 95,000            | 85,000            |
| 3 Month Total    | 16,250            | 15,250            | 14,500            | 23,750            | 21,250            |

The safety net to be administered on an annual basis with adjustments up and down from quarter to quarter. The carrier will be paid a minimum quarterly payment of 25% of the safety net value.

Example for 6.0m<sup>3</sup> truck:

| Quarter         | Actual Earnings | Safety Net Payment        |
|-----------------|-----------------|---------------------------|
| 1 <sup>st</sup> | \$22,000        | = Nil                     |
| 2 <sup>nd</sup> | \$18,000        | \$3,250 - \$750 = \$2,500 |
| 3 <sup>rd</sup> | \$18,000        | \$3,250 - \$0 = \$3,250   |
| 4 <sup>th</sup> | \$24,000        | = \$2,750                 |
| Totals          | \$82,000        | \$3,000                   |

When a carrier is unavailable (6 days/week) the safety net will be reduced by \$60F/day for each day the carrier is not available during the quarter.

Safety Net value is subject to annual Rise & Fall based on the % movement of cartage rates.

## Appendix H

### Utilisation Calculation

Cartage rates will be adjusted each 3 months (to take effect on 1 Dec, 1 Mar, 1 June and 1 Sept) based on changes in utilisation. The period used is one month prior to the date for the scheduled change.

Utilisation will be measured as a fleet average figure for configuration (i.e. 6 wheeler vehicles will be in a separate utilisation group from 8 wheeler vehicles etc.) corrected for availability. An example of a typical utilisation adjustment calculation is as follows:

#### EXAMPLE ONLY

#### TRUCK UTILISATION FOR THE MONTH OF APRIL 2004

|                     |        |
|---------------------|--------|
| m <sup>3</sup> PAID | 15,390 |
| Total Truck Numbers | 39     |

#### NON ATTENDANCE DAYS

|   |    |
|---|----|
| Annual Leave without relief driver(in excess of 10 days where the 10 days will be taken in conjunction with plant shutdowns where possible) | 5  |
| Sick Leave without relief driver  | 8  |
| RDO (in excess of 3 days per year)  | 19 |
| Vehicle Breakdown   | 15 |
| Bereavement   | 0  |
| Special Approved Leave  | 2  |
| Unauthorised Leave or suspension  | 0  |
| Late Arrival  | 0  |
| Failure to report to work   | 2  |
| Total Days Unavailable  | 50 |
| TOTAL WORKING DAYS FOR MONTH  | 24 |

Notation: Where a carrier is absent by reason of genuine illness or breakdown and the vehicle would otherwise have not been required by Metromix then the carrier will not be deemed to have been unavailable for that period. The assessment of "not required" will be made by the company.

$$\begin{aligned} \text{THEREFORE: } 50/24 &= 2.08 \\ &= \text{TRUCKS UNAVAILABLE FOR THE MONTH OF APRIL} \\ 39 - 2.1 &= 36.9 \\ 15,390 &= 417\text{m}^3/\text{truck} \\ \hline &36.9 \\ &= 5,004\text{m}^3 \text{ per annum annualised.} \end{aligned}$$

- NB:
- (a) Saturdays are counted as ½ days e.g. April 2004 = 22 days + 4 Saturdays (½) = 22 + 2 = 24 days
  - (b) First quarter of new contract based on utilisation figures for the last six months of the previous contract for 7m<sup>3</sup>, 3m<sup>3</sup>, 2m<sup>3</sup> and 1m<sup>3</sup> vehicles. For 6m<sup>3</sup> vehicles the utilisation figure is based on utilisation for the last 12 months.



## Appendix I

### Support Notes

(1) Calculation of Cartage Rates

The attached sheets show the cost components of servicing the cartage work which were used as a guide to arrive at the agreed cartage rates for each nominal truck size. The cost components are not deemed to be accurate nor reflect the true cost but have been useful to use as a base from which a negotiated commencement cartage rate for the new contract was agreed.

These sheets have been provided as an historical reference only and it is not intended nor would it be appropriate to reference these sheets in relation to adjustment of cartage rates.

Cartage rates can only be adjusted by using the utilisation adjustment (Appendix 'H') and Rise & Fall adjustment (Appendix 'E').

(2) Correction Factor Calculation

The attached sheets demonstrate the theory and calculation steps used to determine the correction factor applied for various utilisation levels.

(3) Utilisation Rates at Commencement of Contract

The attached sheet shows the utilisation calculation that applies for each truck size at the commencement date of the new contract. This sheet has been prepared in accordance with instructions detailed in Appendix 'H'.

**Table B1****Maxi Truck - Load Fee Rates based on Utilisation**

| Loads carted<br>Av 6.0 m3 | Concrete volume carted | Truck size<br>Twin steer<br>7.0m3<br>Load Fee | Correction Factor | Annual Earnings<br>Av lead 8km | Total per m3 rate<br>Av lead 8km | Loads carted<br>Av 5.0 m3 | Concrete volume carted | Truck size<br>Tandem<br>6.0 m3<br>Load Fee | Correction Factor | Annual Earnings<br>Av lead 8km | Total per m3 rate<br>Av lead 8km |
|---------------------------|------------------------|---|-------------------|--------------------------------|----------------------------------|---------------------------|------------------------|--|-------------------|--------------------------------|----------------------------------|
|                           |                        | <b>Safety net</b>                             |                   | <b>95000</b>                   |                                  |                           |                        | <b>Safety net</b>                          |                   | <b>85000</b>                   |                                  |
| 667                       | 4000                   | 19.56   | 1.382             | 97421                          | 24.36                            | 640                       | 3200                   | 21.65                                      | 1.46              | 85670                          | 26.77                            |
| 700                       | 4200                   | 18.62   | 1.316             | 98370                          | 23.42                            | 680                       | 3400                   | 20.38                                      | 1.374             | 86688                          | 25.50                            |
| 733                       | 4400                   | 17.77   | 1.256             | 99319                          | 22.57                            | 720                       | 3600                   | 19.25                                      | 1.298             | 87730                          | 24.37                            |
| 767                       | 4600                   | 16.99   | 1.201             | 100253                         | 21.79                            | 760                       | 3800                   | 18.58                                      | 1.253             | 90068                          | 23.70                            |
| 800                       | 4800                   | 16.58   | 1.172             | 102642                         | 21.38                            | 800                       | 4000                   | 17.97                                      | 1.212             | 92376                          | 23.09                            |
| 833                       | 5000                   | 16.20   | 1.145             | 105009                         | 21.00                            | 840                       | 4200                   | 17.44                                      | 1.176             | 94752                          | 22.56                            |
| 867                       | 5200                   | 15.83   | 1.119             | 107296                         | 20.63                            | 880                       | 4400                   | 17.01                                      | 1.147             | 97372                          | 22.13                            |
| 900                       | 5400                   | 15.58   | 1.101             | 110047                         | 20.38                            | 920                       | 4600                   | 16.64                                      | 1.122             | 100093                         | 21.76                            |
| 933                       | 5600                   | 15.32   | 1.083             | 112697                         | 20.12                            | 960                       | 4800                   | 16.28                                      | 1.098             | 102736                         | 21.40                            |
| 967                       | 5800                   | 15.10   | 1.067             | 115409                         | 19.90                            | 1000                      | 5000                   | 15.96                                      | 1.076             | 105385                         | 21.08                            |
| 1000                      | 6000                   | 14.89   | 1.052             | 118115                         | 19.69                            | 1040                      | 5200                   | 15.66                                      | 1.056             | 108058                         | 20.78                            |
| 1033                      | 6200                   | 14.69   | 1.038             | 120824                         | 19.49                            | 1080                      | 5400                   | 15.38                                      | 1.037             | 110693                         | 20.50                            |
| 1067                      | 6400                   | 14.50   | 1.025             | 123544                         | 19.30                            | 1120                      | 5600                   | 15.19                                      | 1.024             | 113713                         | 20.31                            |
| 1100                      | 6600                   | 14.38   | 1.016             | 126564                         | 19.18                            | 1160                      | 5800                   | 15.01                                      | 1.012             | 116742                         | 20.13                            |
| 1133                      | 6800                   | 14.26   | 1.008             | 129630                         | 19.06                            | <b>1200</b>               | <b>6000</b>            | <b>14.83</b>                               | <b>0</b>          | <b>119700</b>                  | <b>19.95</b>                     |
| <b>1167</b>               | <b>7000</b>            | <b>14.15</b>                                  | <b>0</b>          | <b>132650</b>                  | <b>18.95</b>                     | 1240                      | 6200                   | 14.67                                      | 0.989             | 122679                         | 19.79                            |
| 1200                      | 7200                   | 14.05   | 0.993             | 135727                         | 18.85                            | 1280                      | 6400                   | 14.52                                      | 0.979             | 125687                         | 19.64                            |
| 1233                      | 7400                   | 13.95   | 0.986             | 138764                         | 18.75                            | 1300                      | 6500                   | 14.37                                      | 0.969             | 126687                         | 19.49                            |
| 1250                      | 7500                   | 13.85   | 0.979             | 139896                         | 18.65                            |                           | Maximum                |  |                   |                                |                                  |
|                           | <b>Running Rate</b>    | <b>\$0.60</b>                                 |                   |                                |                                  |                           | <b>Running Rate</b>    | <b>\$0.64</b>                              |                   |                                |                                  |

|  |                    |   |                    |
|--|--------------------|---|--------------------|
| <b>Safety Net</b>                                    | <b>\$95,000</b>    | <b>Safety Net</b>                                 | <b>\$85,000</b>    |
| <b>Extra ordinary waiting time &gt; 10min/m3</b>     | <b>\$1.33/min</b>  | <b>Extra ordinary waiting time &gt; 10min/m3</b>  | <b>\$1.33/min</b>  |
| <b>Surcharge 2</b> Weekdays 6.00pm to 5.00am         | <b>2.5F X M3</b>   | <b>Surcharge 2</b> Weekdays 6.00pm to 5.00am      | <b>2.5F X M3</b>   |
| <b>Surcharge 3</b> Weekends 2.00pm Sat to 5.00am Mon | <b>3F X M3</b>     | <b>Surcharge 3</b> Weekends 2.00pm Sat to 5.00am  | <b>3F X M3</b>     |
| <b>Call Out</b>                                      | <b>24F minimum</b> | <b>Call Out</b>                                   | <b>24F minimum</b> |
| <b>Standby during surcharge 2 &amp; 3 periods</b>    | <b>3F</b>          | <b>Standby during surcharge 2 &amp; 3 periods</b> | <b>3F</b>          |
|  | <b>F = \$5.18</b>  |   | <b>F = \$5.18</b>  |

Notation: the figures contained in the columns headed Loads Carted and Annual Earnings are estimates.

**Mini 3.0m3 and 2.0m3 correction factor**

**Final @ 1/07/2004**

| Loads       | Base Labour  | OT EOH     | Rate         | OT value       | Total Labour   | Rate per m3  |
|-------------|--------------|------------|--------------|----------------|----------------|--------------|
| 600         | 32532        | 0          | 14.53        | 0              | 32532          | 54.22        |
| 700         | 32532        | 0          | 14.53        | 0              | 32532          | 46.47        |
| 800         | 32532        | 170        | 14.53        | 2470.1         | 35002.1        | 43.75        |
| 900         | 32532        | 340        | 14.53        | 4940.2         | 37472.2        | 41.64        |
| 1000        | 32532        | 510        | 14.53        | 7410.3         | 39942.3        | 39.94        |
| 1100        | 32532        | 680        | 14.53        | 9880.4         | 42412.4        | 38.56        |
| <b>1200</b> | <b>32532</b> | <b>850</b> | <b>14.53</b> | <b>12350.5</b> | <b>44882.5</b> | <b>37.40</b> |
| 1300        | 32532        | 1020       | 14.53        | 14820.6        | 47352.6        | 36.43        |
| 1400        | 32532        | 1190       | 14.53        | 17290.7        | 49822.7        | 35.59        |
| 1500        | 32532        | 1360       | 14.53        | 19760.8        | 52292.8        | 34.86        |
| 1600        | 32532        | 1530       | 14.53        | 22230.9        | 54762.9        | 34.23        |
| 1700        | 32532        | 1700       | 14.53        | 24701          | 57233          | 33.67        |
| 1800        | 32532        | 1870       | 14.53        | 27171.1        | 59703.1        | 33.17        |

| Fixed cost | Fixed cost/m3 | Total cost   | Correction Factor |
|------------|---------------|--------------|-------------------|
| 19466      | 32.44         | 86.66        | 1.616             |
| 19466      | 27.81         | 74.28        | 1.385             |
| 19466      | 24.33         | 68.09        | 1.270             |
| 19466      | 21.63         | 63.26        | 1.180             |
| 19466      | 19.47         | 59.41        | 1.108             |
| 19466      | 17.70         | 56.25        | 1.049             |
| 19466      | <b>16.22</b>  | <b>53.62</b> | <b>1.000</b>      |
| 19466      | 14.97         | 51.40        | 0.959             |
| 19466      | 13.90         | 49.49        | 0.923             |
| 19466      | 12.98         | 47.84        | 0.892             |
| 19466      | 12.17         | 46.39        | 0.865             |
| 19466      | 11.45         | 45.12        | 0.841             |
| 19466      | 10.81         | 43.98        | 0.820             |

**Mini 1.0m3 correction factor****Final @ 1/07/2004**

| Loads       | Base Labour | OT EOH     | Rate         | OT value       | Total Labour   | Rate per m3  | Fixed cost | Fixed cost/m3 | Total cost   | Correction Factor |
|-------------|-------------|------------|--------------|----------------|----------------|--------------|------------|---------------|--------------|-------------------|
| 600         | 32532       | 0          | 14.53        | 0              | 32532          | 54.22        | 16216      | 27.03         | 81.25        | 1.596             |
| 700         | 32532       | 0          | 14.53        | 0              | 32532          | 46.47        | 16216      | 23.17         | 69.64        | 1.368             |
| 800         | 32532       | 170        | 14.53        | 2470.1         | 35002.1        | 43.75        | 16216      | 20.27         | 64.02        | 1.257             |
| 900         | 32532       | 340        | 14.53        | 4940.2         | 37472.2        | 41.64        | 16216      | 18.02         | 59.65        | 1.172             |
| 1000        | 32532       | 510        | 14.53        | 7410.3         | 39942.3        | 39.94        | 16216      | 16.22         | 56.16        | 1.103             |
| 1100        | 32532       | 680        | 14.53        | 9880.4         | 42412.4        | 38.56        | 16216      | 14.74         | 53.30        | 1.047             |
| <b>1200</b> | 32532       | <b>850</b> | <b>14.53</b> | <b>12350.5</b> | <b>44882.5</b> | <b>37.40</b> | 16216      | <b>13.51</b>  | <b>50.92</b> | <b>1.000</b>      |
| 1300        | 32532       | 1020       | 14.53        | 14820.6        | 47352.6        | 36.43        | 16216      | 12.47         | 48.90        | 0.960             |
| 1400        | 32532       | 1190       | 14.53        | 17290.7        | 49822.7        | 35.59        | 16216      | 11.58         | 47.17        | 0.926             |
| 1500        | 32532       | 1360       | 14.53        | 19760.8        | 52292.8        | 34.86        | 16216      | 10.81         | 45.67        | 0.897             |
| 1600        | 32532       | 1530       | 14.53        | 22230.9        | 54762.9        | 34.23        | 16216      | 10.14         | 44.36        | 0.871             |
| 1700        | 32532       | 1700       | 14.53        | 24701          | 57233          | 33.67        | 16216      | 9.54          | 43.21        | 0.849             |
| 1800        | 32532       | 1870       | 14.53        | 27171.1        | 59703.1        | 33.17        | 16216      | 9.01          | 42.18        | 0.828             |

**For 6 m3 correction factor****Final @ 1/07/2004**

| Utilisation | Base Labour | OT EOH      | Rate         | OT value     | Total Labour | Rate per m3 | Fixed cost | Fixed cost/m3 |  | Total cost per m3 (G+ J) | Correction Factor |
|-------------|-------------|-------------|--------------|--------------|--------------|-------------|------------|---------------|--|--------------------------|-------------------|
| 3000        | 33801       | 0           | 14.75        | 0            | 33801        | 11.27       | 28476      | 9.49          |  | 20.76                    | <b>1.557</b>      |
| 3200        | 33801       | 0           | 14.75        | 0            | 33801        | 10.56       | 28476      | 8.90          |  | 19.46                    | <b>1.460</b>      |
| 3400        | 33801       | 0           | 14.75        | 0            | 33801        | 9.94        | 28476      | 8.38          |  | 18.32                    | <b>1.374</b>      |
| 3600        | 33801       | 0           | 14.75        | 0            | 33801        | 9.39        | 28476      | 7.91          |  | 17.30                    | <b>1.298</b>      |
| 3800        | 33801       | 80          | 14.75        | 1180         | 34981        | 9.21        | 28476      | 7.49          |  | 16.70                    | <b>1.253</b>      |
| 4000        | 33801       | 160         | 14.75        | 2360         | 36161        | 9.04        | 28476      | 7.12          |  | 16.16                    | <b>1.212</b>      |
| 4200        | 33801       | 240         | 14.75        | 3540         | 37341        | 8.89        | 28476      | 6.78          |  | 15.67                    | <b>1.176</b>      |
| 4400        | 33801       | 340         | 14.75        | 5015         | 38816        | 8.82        | 28476      | 6.47          |  | 15.29                    | <b>1.147</b>      |
| 4600        | 33801       | 440         | 14.75        | 6490         | 40291        | 8.76        | 28476      | 6.19          |  | 14.95                    | <b>1.122</b>      |
| 4800        | 33801       | 540         | 14.75        | 7965         | 41766        | 8.70        | 28476      | 5.93          |  | 14.63                    | <b>1.098</b>      |
| 5000        | 33801       | 640         | 14.75        | 9440         | 43241        | 8.65        | 28476      | 5.70          |  | 14.34                    | <b>1.076</b>      |
| 5200        | 33801       | 740         | 14.75        | 10915        | 44716        | 8.60        | 28476      | 5.48          |  | 14.08                    | 1.056             |
| 5400        | 33801       | 840         | 14.75        | 12390        | 46191        | 8.55        | 28476      | 5.27          |  | 13.83                    | 1.037             |
| 5600        | 33801       | 960         | 14.75        | 14160        | 47961        | 8.56        | 28476      | 5.09          |  | 13.65                    | 1.024             |
| 5800        | 33801       | 1080        | 14.75        | 15930        | 49731        | 8.57        | 28476      | 4.91          |  | 13.48                    | 1.012             |
| <b>6000</b> | 33801       | <b>1200</b> | <b>14.75</b> | <b>17700</b> | <b>51501</b> | <b>8.58</b> | 28476      | <b>4.75</b>   |  | <b>13.33</b>             | 1.000             |
| 6200        | 33801       | 1320        | 14.75        | 19470        | 53271        | 8.59        | 28476      | 4.59          |  | 13.19                    | 0.989             |
| 6400        | 33801       | 1440        | 14.75        | 21240        | 55041        | 8.60        | 28476      | 4.45          |  | 13.05                    | 0.979             |
| 6600        | 33801       | 1560        | 14.75        | 23010        | 56811        | 8.61        | 28476      | 4.31          |  | 12.92                    | 0.969             |

## Note:

Base labour = subtotal for labour cost less OT value

Fixed cost = total of fixed costs excluding return on funds employed

**For 7.0m3 Correction factor****Final @ 1/07/2004**

| Utilisation | Base Labour  | OT EOH      | Rate         | OT value     | Total Labour | Rate per m3 |
|-------------|--------------|-------------|--------------|--------------|--------------|-------------|
| 3600        | 35194        | 0           | 15.36        | 0            | 35194        | 9.78        |
| 3800        | 35194        | 0           | 15.36        | 0            | 35194        | 9.26        |
| 4000        | 35194        | 0           | 15.36        | 0            | 35194        | 8.80        |
| 4200        | 35194        | 0           | 15.36        | 0            | 35194        | 8.38        |
| 4400        | 35194        | 0           | 15.36        | 0            | 35194        | 8.00        |
| 4600        | 35194        | 0           | 15.36        | 0            | 35194        | 7.65        |
| 4800        | 35194        | 80          | 15.36        | 1228.8       | 36422.8      | 7.59        |
| 5000        | 35194        | 160         | 15.36        | 2457.6       | 37651.6      | 7.53        |
| 5200        | 35194        | 240         | 15.36        | 3686.4       | 38880.4      | 7.48        |
| 5400        | 35194        | 340         | 15.36        | 5222.4       | 40416.4      | 7.48        |
| 5600        | 35194        | 440         | 15.36        | 6758.4       | 41952.4      | 7.49        |
| 5800        | 35194        | 540         | 15.36        | 8294.4       | 43488.4      | 7.50        |
| 6000        | 35194        | 640         | 15.36        | 9830.4       | 45024.4      | 7.50        |
| 6200        | 35194        | 740         | 15.36        | 11366.4      | 46560.4      | 7.51        |
| 6400        | 35194        | 840         | 15.36        | 12902.4      | 48096.4      | 7.52        |
| 6600        | 35194        | 960         | 15.36        | 14745.6      | 49939.6      | 7.57        |
| 6800        | 35194        | 1080        | 15.36        | 16588.8      | 51782.8      | 7.62        |
| <b>7000</b> | <b>35194</b> | <b>1200</b> | <b>15.36</b> | <b>18432</b> | <b>53626</b> | <b>7.66</b> |
| 7200        | 35194        | 1320        | 15.36        | 20275.2      | 55469.2      | 7.70        |
| 7400        | 35194        | 1440        | 15.36        | 22118.4      | 57312.4      | 7.74        |
| 7600        | 35194        | 1560        | 15.36        | 23961.6      | 59155.6      | 7.78        |

| Fixed cost | Fixed cost/m3 |  | Total cost   | Correction Factor |
|------------|---------------|--|--------------|-------------------|
| 33923      | 9.42          |  | 19.20        | <b>1.535</b>      |
| 33923      | 8.93          |  | 18.19        | <b>1.454</b>      |
| 33923      | 8.48          |  | 17.28        | <b>1.382</b>      |
| 33923      | 8.08          |  | 16.46        | <b>1.316</b>      |
| 33923      | 7.71          |  | 15.71        | <b>1.256</b>      |
| 33923      | 7.37          |  | 15.03        | <b>1.201</b>      |
| 33923      | 7.07          |  | 14.66        | <b>1.172</b>      |
| 33923      | 6.78          |  | 14.31        | <b>1.145</b>      |
| 33923      | 6.52          |  | 14.00        | <b>1.119</b>      |
| 33923      | 6.28          |  | 13.77        | <b>1.101</b>      |
| 33923      | 6.06          |  | 13.55        | <b>1.083</b>      |
| 33923      | 5.85          |  | 13.35        | <b>1.067</b>      |
| 33923      | 5.65          |  | 13.16        | <b>1.052</b>      |
| 33923      | 5.47          |  | 12.98        | <b>1.038</b>      |
| 33923      | 5.30          |  | 12.82        | <b>1.025</b>      |
| 33923      | 5.14          |  | 12.71        | <b>1.016</b>      |
| 33923      | 4.99          |  | 12.60        | <b>1.008</b>      |
| 33923      | <b>4.85</b>   |  | <b>12.51</b> | <b>1.000</b>      |
| 33923      | 4.71          |  | 12.42        | <b>0.993</b>      |
| 33923      | 4.58          |  | 12.33        | <b>0.986</b>      |
| 33923      | 4.46          |  | 12.25        | <b>0.979</b>      |

Note:

Base labour = subtotal for labour cost less OT value

Fixed cost = total of fixed costs excluding return on funds employed

**Mini - Mixer Truck, Cartage Rate Calculation****Final @ 12/08/2004**

|  |                          | Truck Size    |               |               |
|--|--------------------------|---------------|---------------|---------------|
| Cost Elements                                    | Calculations             | Mini<br>3.0m3 | Mini<br>2.0m3 | Mini<br>1.0m3 |
| <b>Key Assumptions</b>                           |                          |               |               |               |
| Nominal utilisation Loads/year                   |                          | 1200          | 1200          | 1200          |
| Av distance travelled per year (km/year)         |                          | 19200         | 19200         | 19200         |
| Purchase price - new                             |                          | 100,000       | 65,000        | 50,000        |
| Estimated sale value after 10 years              |                          | 30,000        | 17,000        | 12,500        |
| Av value of investment                           |                          | 62,500        | 41,000        | 31,250        |
| Effective life of asset (years)                  |                          | 10            | 10            | 10            |
| Interest rate on funds invested                  |                          | 8%            | 8%            | 8%            |
| Profit on investment                             |                          | 10%           | 10%           | 10%           |
| Fuel consumption (km/L)                          |                          | 2.30          | 2.50          | 2.80          |
| Fuel cost (\$/l)                                 |                          | 0.97          | 0.97          | 0.97          |
| Overtime worked expressed as equiv ordinary time |                          | 850.00        | 850.00        | 850.00        |
| <b>Fixed Costs</b>                               |                          |               |               |               |
| <b>Labour and on costs</b>                       |                          |               |               |               |
| (a) Base Wages inclusive of allowances           | \$14.53*38hr*50w         | 27607         | 27607         | 27607         |
| (b) Overtime provision                           | EOH x normal hrly rate   | 12351         | 12351         | 12351         |
| (c) Casual wages provision                       | 2 weeks with 15% loading | 1450          | 1450          | 1450          |
| (d) superannuation                               | 9% of base wage          | 2485          | 2485          | 2485          |
| (e) Long service leave provision                 |                          | 460           | 460           | 460           |
| (f) Leave loading                                | 1/52 of base wage        | 531           | 531           | 531           |
| Subtotal for labour costs                        |                          | 44883         | 44883         | 44883         |
| <b>Insurance</b>                                 |                          |               |               |               |
| Workers comp                                     | 7% of labour cost        | 3007          | 3007          | 3007          |
| Third Party Insurance                            |                          | 900           | 900           | 900           |

|  |                            |         |         |         |
|--|----------------------------|---------|---------|---------|
| Comprehensive and or third party property    |                            | 1310    | 1310    | 1000    |
| Public liability                             |                            | 330     | 330     | 330     |
| Agitator damage extension                    |                            | 213     | 213     | 213     |
| Wrong delivery damage                        |                            | 300     | 300     | 300     |
| Subtotal for Insurance                       |                            | 6060    | 6060    | 5750    |
| Corporation admin costs and accounting       |                            | 3650    | 3650    | 3650    |
| Vehicle cost                                 |                            |         |         |         |
| Finance                                      |                            | 5000    | 3280    | 2500    |
| registration and general costs               |                            | 1110    | 1126    | 1764    |
| Depreciation                                 | asset value/effective life | 6250    | 4100    | 3125    |
| Subtotal fixed costs                         |                            | 66,954  | 63,100  | 61,673  |
| Plus 10% return on funds employed            |                            | 6250.00 | 4100.00 | 3125.00 |
| Load fee to recover fixed cost \$/load       |                            | 61.00   | 56.00   | 54.00   |
| Running costs                                |                            |         |         |         |
| Fuel costs                                   |                            | 8097    | 7450    | 6651    |
| R&M  |                            | 3842    | 3200    | 2800    |
| Servicing inc oils and grease                |                            | 2400    | 1770    | 1239    |
| Tyres  |                            | 2180    | 1700    | 1050    |
| Contingency on running costs                 |                            | 1251    | 1251    | 1251    |
| Subtotal for variable costs                  |                            | 17770   | 15371   | 12991   |
| phones, support vehicle and general expenses |                            | 1430    | 1430    | 1410    |
| Total for Variable costs                     |                            | 19200   | 16801   | 14401   |
| Running cost per loaded km                   |                            | 2.00    | 1.75    | 1.50    |
| Average cart distance                        |                            | 8       | 8       | 8       |
| Average load size                            |                            | 2.4     | 1.6     | 0.8     |
| Average rate ( inclusive of all surcharges ) |                            | 77.00   | 70.00   | 66.00   |
| Average annual earnings                      |                            | 92404   | 84000   | 79199   |



**Maxi - Mixer Truck, Cartage Rate Calculation****Final @ 17/08/2004**

| Cost Elements                                    | Calculations             | Truck size          |                 |
|--|--------------------------|---------------------|-----------------|
|  |                          | Twin Steer<br>7.0m3 | Tandem<br>6.0m3 |
| Key Assumptions                                  |                          |                     |                 |
| Nominal utilisation ( m3/year )                  |                          | 7,000               | 6,000           |
| Av distance travelled per year ( km/year )       | 3000 km for transfers    | 19,200              | 19,200          |
| Av number of loads                               |                          | 1,167               | 1,200           |
| Purchase price - new                             |                          | 160,000             | 130,000         |
| Estimated sale value after 10 years              |                          | 70,000              | 50,000          |
| Av value of investment                           |                          | 115,000             | 90,000          |
| Truck value Depreciated over contract life       |                          | 90,000              | 80,000          |
| Effective life of asset ( years )                |                          | 10                  | 10              |
| Interest rate on funds invested                  |                          | 8%                  | 8%              |
| Profit on investment                             |                          | 10%                 | 10%             |
| Fuel consumption ( km/L )                        |                          | 1.30                | 1.40            |
| Fuel cost ( \$/l )                               | after rebate of \$0.185  | 0.79                | 0.79            |
| Overtime worked expressed as equiv ordinary time | EOH (hrs) Av 24 per week | 1,200               | 1,200           |
| Minimum load size ( m3 )                         |                          | 3.00                | 3.00            |

|   |   |           |         |
|---|---|-----------|---------|
| Fixed Costs   |   |           |         |
| Labour and on costs                                 |   |           |         |
| (a) Base Wages inclusive of allowances ( ME award ) | \$15.36 * 38hr * 50w (7.4)<br>\$14.75 *38hr * 50w (6.0) | 29185     | 28030   |
| (b) Overtime provision                              | EOH x normal hourly rate                                | 18,432.00 | 17700   |
| (c) Casual wages provision                          | 2 weeks with 15% loading                                | 2158      | 2072    |
| (d) superannuation                                  | 9% of base + casual wage                                | 2821      | 2709    |
| (e) Long service leave provision                    | base + casual x 1.5%                                    | 470       | 452     |
| (f) Leave loading                                   | 1/52 of base wage                                       | 561       | 539     |
| Subtotal for labour costs                           |   | 53626     | 51501   |
| Insurance   |   |           |         |
| Workers comp  | 7% of labour cost                                       | 4129      | 3605    |
| Third Party Insurance                               |   | 1800      | 1698    |
| Comprehensive and or third party property           |   | 2903      | 2400    |
| Public liability                                    |   | 330       | 330     |
| Agitator damage extension                           |   | 213       | 213     |
| Wrong delivery damage                               |   | 300       | 300     |
| Subtotal for Insurance                              |   | 9675      | 8546    |
| Corporation admin costs and accounting              |   | 3650      | 3650    |
| Vehicle cost  |   |           |         |
| Finance   |   | 9200      | 7200    |
| registration  |   | 2398      | 1080    |
| Depreciation  | asset value/effective life                              | 9000      | 8000    |
| Subtotal fixed costs                                |   | 87,550    | 79,977  |
| Plus 10% return on funds employed                   |   | 11500.00  | 9000.00 |
| Load fee to recover fixed cost \$/m3                |   | 14.15     | 14.83   |
| Running costs                                       |   |           |         |
| Fuel costs  |   | 11550     | 10834   |
| R&M   |   | 9660      | 7500    |
| Servicing inc oils and grease                       |   | 4000      | 3800    |
| Tyres   |   | 4260      | 3500    |
| Contingency on running costs ( margin )             |   | 2353      | 2353    |

|  |  |        |        |
|--|--|--------|--------|
| Subtotal for variable costs                  |  | 31823  | 27987  |
| phones, support vehicle and general expenses |  | 2735   | 2735   |
| Total for variable costs                     |  | 34558  | 30722  |
| Running cost per loaded km                   |  | 3.60   | 3.20   |
| Average cart distance                        |  | 8      | 8      |
| Average load size                            |  | 6      | 5      |
|  |  |        |        |
| Running cost /m3/km                          |  | 0.60   | 0.64   |
| Average rate ( inclusive of all surcharges ) |  | 18.95  | 19.95  |
| Average yearly income                        |  | 132648 | 119700 |

For 6.0m3 truck

|  |       |      |
|--|-------|------|
| Labour component = 43% of total revenue        | Say   | 43%  |
| Profit and contingency = 9.5% of total revenue | Say   | 10%  |
| Fuel costs = 9% of total revenue               | Say   | 9%   |
| Balance of all other costs                     | Say   | 38%  |
|  | Total | 100% |

**Utilisation Calculation for commencement of 2004 Carrier contract**

| Carrier Group  | Truck numbers in the group |                                 | Utilisation                 | Utilisation                  | Utilisation                 | Utilisation                  | Utilisation                    | Utilisation                 | Average annualised utilisation based on data for past 12 months | unit         |
|--|----------------------------|---------------------------------|-----------------------------|------------------------------|-----------------------------|------------------------------|--------------------------------|-----------------------------|---|--------------|
|  |                            |                                 | 20051.4                     | 19438.1                      | 15872.7                     | 16518.8                      | 14989.4                        | 10756.8                     |   |              |
|  |                            |                                 | <b>537.3</b>                | <b>518.64</b>                | <b>417.7</b>                | <b>448.61</b>                | <b>394.46</b>                  | <b>324.65</b>               | 2641.36   |              |
| Maxi Trucks in Sydney with nominal 6.0m3 capacity<br>Annual Aug 03 to Jul 04 | 38                         | m3 for group<br>m3 per truck    | 15969.1<br><b>423.79</b>    | 21665.3<br><b>583.87</b>     | 17365.4<br><b>462.63</b>    | 22392.9<br><b>600.88</b>     | 19882.3<br><b>540.85</b>       | 21080.8<br><b>570.7</b>     | 3182.72<br><b>5824</b>  | <b>m3</b>    |
|  |                            |                                 | 1100.6<br><b>275.15</b>     | 998.2<br><b>252.18</b>       | 1038.7<br><b>259.68</b>     | 904.2<br><b>218.76</b>       | 1134.4<br><b>283.6</b>         | 804.8<br><b>215.57</b>      | 1504.94   |              |
| Katoomba plant trucks<br>Annual Aug 03 to Jul 04                             | 4                          | m3 for group<br>m3 per truck    | 865.8<br><b>238.1</b>       | 1136.8<br><b>284.2</b>       | 1117.8<br><b>279.45</b>     | 982.2<br><b>248.31</b>       | 1105.8<br><b>282.59</b>        | 2105<br><b>526.48</b>       | 1859.13<br><b>3364</b>  | <b>m3</b>    |
|  |                            |                                 | Feb-04<br>Utilisation       | Mar-04<br>Utilisation        | Apr-04<br>Utilisation       | May-04<br>Utilisation        | Jun-04<br>Utilisation          | Jul-04<br>Utilisation       | Average annualised utilisation based on data for past 6 months  |              |
| Maxi trucks in Sydney with nominal 7.0m3 capacity                            | 4                          | m3 for group<br>m3 per truck    | 1686<br><b>426.34</b>       | 2047<br><b>547.33</b>        | 1351.6<br><b>364.58</b>     | 2171.6<br><b>669.33</b>      | 2271.6<br><b>607.52</b>        | 2196.2<br><b>566.39</b>     | 6363  | <b>m3</b>    |
| Able mini trucks < 1m3 capacity  | Trucks in group            | Loads for group loads per truck | 226<br>3<br><b>81.51</b>    | 281<br>3<br><b>93.67</b>     | 250<br>3<br><b>83.33</b>    | 262<br>3<br><b>88.65</b>     | 199<br>2.5<br><b>83.98</b>     | 242<br>2<br><b>121.00</b>   | 1104  | <b>loads</b> |
| Able mini trucks 2.4m3 capacity  | Trucks in Group            | Loads for group loads per truck | 254.00<br>3<br><b>90.13</b> | 358.00<br>3<br><b>120.95</b> | 291.00<br>3<br><b>98.60</b> | 315.00<br>3<br><b>109.88</b> | 380.00<br>3.5<br><b>147.00</b> | 398.00<br>4<br><b>99.50</b> | 1332  | <b>loads</b> |
| Able mini trucks > 2.5 m3 capacity   | Trucks in Group            | Loads for group loads per truck | 338<br>4<br><b>84.50</b>    | 435<br>4<br><b>108.75</b>    | 347<br>4<br><b>86.75</b>    | 430<br>4<br><b>108.71</b>    | 451<br>4<br><b>112.75</b>      | 491<br>4<br><b>122.75</b>   | 1248  | <b>loads</b> |



- 2 Presentation of Principal Driver**
- Contractor must wear Metromix uniform
  - Uniforms must be freshly cleaned and ironed each day
  - Contractors must be clean shaven
  - Hair & beards must be neatly trimmed. Hair must be tied back if it is longer than shoulder length
  - Contractors must have available and use when required the appropriate PPE (i.e. Ear muffs, safety glasses, dust masks, sunscreen)
  - Safety boots must be worn at all times.

| Unsatisfactory | Good     | Very Good | Outstanding |
|----------------|----------|-----------|-------------|
| <u>1</u>       | <u>2</u> | <u>3</u>  | <u>4</u>    |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |

- 3 Presentation of Vehicle**
- Vehicle must be presented each morning for work in a washed condition (where possible)
  - There must be no build-up of cement dust or concrete on the external surfaces of truck or chassis and mixer
  - There should be no primed or unpainted body work
  - Logo stickers must be replaced (if damaged or peeling)
  - There must be no truck decorations that detract from the corporate image (ie.Stickers, decals)

| Unsatisfactory | Good     | Very Good | Outstanding |
|----------------|----------|-----------|-------------|
| <u>1</u>       | <u>2</u> | <u>3</u>  | <u>4</u>    |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |

- 4 Customer Relationships & On Site Service**
- Contractor should conduct themselves in a polite, non-aggressive manner at all times and be courteous, helpful and patient at all times.
  - Inappropriate swearing or discriminatory remarks are unacceptable at all times
  - Dockets must be signed before leaving site. (where possible)
  - Truck to Base Communications

| Unsatisfactory | Good     | Very Good | Outstanding |
|----------------|----------|-----------|-------------|
| <u>1</u>       | <u>2</u> | <u>3</u>  | <u>4</u>    |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |

- 5 Relationships with Colleagues &**
- Contractor should conduct themselves in a polite, non-aggressive manner at all times and be courteous, helpful and patient at all times.
  - Be Proactive in identifying problems

| Unsatisfactory | Good     | Very Good | Outstanding |
|----------------|----------|-----------|-------------|
| <u>1</u>       | <u>2</u> | <u>3</u>  | <u>4</u>    |
|                |          |           |             |
|                |          |           |             |

- Metromix Staff** - Offer suggestions for improvements
- Foster a team approach
  - Have the ability to put aside personal prejudices to "get on with the Job"
  - Be able to communicate effectively **and relay information via truck radios to base plant efficiently.**
  - Effective use of 2-Way Radio

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- 6 Health & Fitness**
- Contractors must be suitably fit and healthy to adequately perform their tasks so as to not aggravate injuries or sickness > "doctors certificate".
  - Drivers are not to be at work and effected by drugs or alcohol
  - Drivers and Metromix to work together to manage working time to avoid fatigue

| Unsatisfactory | Good     | Very Good | Outstanding |
|----------------|----------|-----------|-------------|
| <u>1</u>       | <u>2</u> | <u>3</u>  | <u>4</u>    |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |

- 7 Safe & Effective Driving Record**
- Contractor must be professional in their conduct on the road at all times.
  - Current drivers license must be held
  - No erratic driving or speeding
  - Due care and attention must be taken on site to avoid causing damage

| Unsatisfactory | Good     | Very Good | Outstanding |
|----------------|----------|-----------|-------------|
| <u>1</u>       | <u>2</u> | <u>3</u>  | <u>4</u>    |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |

- 8 Truck Suitability**
- Truck must be within 10% of maximum payload capacity for the configuration of the vehicle.
  - Vehicle must be in a road worthy condition
  - Vehicle must be well maintained, with no oil leaks
  - Relevant safety equipment must be installed on vehicle (reverse beepers, flashing lights, fire extinguishers)

| Unsatisfactory | Good     | Very Good | Outstanding |
|----------------|----------|-----------|-------------|
| <u>1</u>       | <u>2</u> | <u>3</u>  | <u>4</u>    |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |

- 9 Product Responsibility**
- Accurate slumping
  - Compliance with mixing procedures

| Unsatisfactory | Good     | Very Good | Outstanding |
|----------------|----------|-----------|-------------|
| <u>1</u>       | <u>2</u> | <u>3</u>  | <u>4</u>    |
|                |          |           |             |
|                |          |           |             |

- Immediate attention to spillages
- Washout (in authorized locations only)
- Washdown (in authorized locations only)
- Mixer must be kept turning at all times when loaded

|  |  |  |  |
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- 10 Administration** - Drivers must provide all relevant up to date insurance statutory declarations as required.
- All delivery dockets must be returned to the plant each day. (where possible)
  - Times on site and Off site must be completed on dockets
  - Waiting time must be signed for at all times (where possible)
  - Return cartage must be signed for at all times (where possible)
  - Change of personal details must be given to relevant personal immediately

| Unsatisfactory | Good     | Very Good | Outstanding |
|----------------|----------|-----------|-------------|
| <u>1</u>       | <u>2</u> | <u>3</u>  | <u>4</u>    |
|                |          |           |             |
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|                |          |           |             |
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|                |          |           |             |
|                |          |           |             |

- 11 Housekeeping at Plants** - Drivers rooms are to be kept clean and hygienic at all times
- N/A -
- No lewd posters or magazines to be on walls or left in lunchrooms or toilets.
  - There is to be no build up of rubbish in lunchrooms.

| Unsatisfactory | Good     | Very Good | Outstanding |
|----------------|----------|-----------|-------------|
| <u>1</u>       | <u>2</u> | <u>3</u>  | <u>4</u>    |
|                |          |           |             |
|                |          |           |             |
|                |          |           |             |

44 compliance Items x 4 points = 176 maximum points

- < 87 points - (contract status to be reviewed)
- 88 to 100 - (Notice to Improve)
- >101 (Acceptable)



Table B2

## Mini Truck - Cartage Rates with Load Fee based on Utilisation

## For 3.0m3 Trucks

| Loads carted<br>Av 2.4 m3 | Concrete volume carted | Truck size nominal<br><b>3.0m3</b><br>Load Fee | Correction Factor | Annual Earnings<br>Av 8km lead | Total per load<br>Av lead 8km |
|---------------------------|------------------------|--|-------------------|--------------------------------|-------------------------------|
|                           |                        | <b>Safety net</b>                              |                   | <b>65000</b>                   |                               |
| 600                       | 1440                   | 98.58  | 1.616             | 68746                          | 114.58                        |
| 700                       | 1680                   | 84.49  | 1.385             | 70340                          | 100.49                        |
| 800                       | 1920                   | 77.47  | 1.27              | 74776                          | 93.47                         |
| 900                       | 2160                   | 71.98  | 1.180             | 79182                          | 87.98                         |
| 1000                      | 2400                   | 67.59  | 1.108             | 83588                          | 83.59                         |
| 1100                      | 2640                   | 63.99  | 1.049             | 87988                          | 79.99                         |
| <b>1200</b>               | <b>2880</b>            | <b>61.00</b>                                   | <b>0</b>          | <b>92400</b>                   | <b>77.00</b>                  |
| 1300                      | 3120                   | 58.50  | 0.959             | 96849                          | 74.50                         |
| 1400                      | 3360                   | 56.30  | 0.923             | 101224                         | 72.30                         |
| 1500                      | 3600                   | 54.41  | 0.892             | 105618                         | 70.41                         |
| 1600                      | 3840                   | 52.77  | 0.865             | 110024                         | 68.77                         |
| 1700                      | 4080                   | 51.30  | 0.841             | 114412                         | 67.30                         |
| 1800                      | 4320                   | 50.00  | 0.820             | 118800                         | 66.00                         |

|                    |        |
|--------------------|--------|
| Running rate \$/km | \$2.00 |
|--------------------|--------|

|  |             |
|--|-------------|
| Safety Net                             | \$65,000    |
| Extra ordinary waiting time > 45min    | \$1.05/min  |
| Surcharge 2                            | 5F X load   |
| Surcharge 3                            | 6F X load   |
| Call Out                               | 24F minimum |
| Standby during surcharge 2 & 3 periods | 3F          |
|  | F = \$4.4   |

## For 2.0m3 Trucks

| Loads carted<br>Av 1.6m3 | Concrete volume carted | Truck size nominal<br><b>2.0m3</b><br>Load Fee | Correction Factor | Annual Earnings<br>Av 8km lead | Total per load<br>Av lead 8km |
|--------------------------|------------------------|--|-------------------|--------------------------------|-------------------------------|
|                          |                        | <b>Safety net</b>                              |                   | <b>61000</b>                   |                               |
| 600                      | 1440                   | 90.50  | 1.616             | 62698                          | 104.50                        |
| 700                      | 1680                   | 77.56  | 1.385             | 64092                          | 91.56                         |
| 800                      | 1920                   | 71.12  | 1.27              | 68096                          | 85.12                         |
| 900                      | 2160                   | 66.08  | 1.180             | 72072                          | 80.08                         |
| 1000                     | 2400                   | 62.05  | 1.108             | 76048                          | 76.05                         |
| 1100                     | 2640                   | 58.74  | 1.049             | 80018                          | 72.74                         |
| <b>1200</b>              | <b>2880</b>            | <b>56.00</b>                                   | <b>0</b>          | <b>84000</b>                   | <b>70.00</b>                  |
| 1300                     | 3120                   | 53.70  | 0.959             | 88015                          | 67.70                         |
| 1400                     | 3360                   | 51.69  | 0.923             | 91963                          | 65.69                         |
| 1500                     | 3600                   | 49.95  | 0.892             | 95928                          | 63.95                         |
| 1600                     | 3840                   | 48.44  | 0.865             | 99904                          | 62.44                         |
| 1700                     | 4080                   | 47.10  | 0.841             | 103863                         | 61.10                         |
| 1800                     | 4320                   | 50.00  | 0.820             | 115200                         | 64.00                         |

|                    |        |
|--------------------|--------|
| Running rate \$/km | \$1.75 |
|--------------------|--------|

|  |             |
|--|-------------|
| Safety Net                             | \$61,000    |
| Extra ordinary waiting time > 45min    | \$1.05/min  |
| Surcharge 2                            | 5F X load   |
| Surcharge 3                            | 6F X load   |
| Call Out                               | 24F minimum |
| Standby during surcharge 2 & 3 periods | 3F          |
|  | F = \$4.4   |



**For 1.0m3 Trucks**

| Loads carted | Truck size nominal       | Correction Factor | Annual Earnings | Total per load |
|--------------|--------------------------|-------------------|-----------------|----------------|
| Av 0.8m3     | <b>1.0m3</b><br>Load Fee | =                 | Av 8km lead     | Av lead 8km    |
|              | <b>Safety net</b>        |                   | <b>58000</b>    |                |
| 600          | 86.18                    | 1.596             | 58910           | 98.18          |
| 700          | 73.87                    | 1.368             | 60110           | 85.87          |
| 800          | 67.88                    | 1.257             | 63902           | 79.88          |
| 900          | 63.29                    | 1.172             | 67759           | 75.29          |
| 1000         | 59.56                    | 1.103             | 71562           | 71.56          |
| 1100         | 56.54                    | 1.047             | 75392           | 68.54          |
| <b>1200</b>  | <b>54.00</b>             | <b>0</b>          | <b>79200</b>    | <b>66.00</b>   |
| 1300         | 51.84                    | 0.960             | 82992           | 63.84          |
| 1400         | 50.00                    | 0.926             | 86806           | 62.00          |
| 1500         | 48.44                    | 0.897             | 90657           | 60.44          |
| 1600         | 47.03                    | 0.871             | 94454           | 59.03          |
| 1700         | 45.85                    | 0.849             | 98338           | 57.85          |
| 1800         | 44.71                    | 0.828             | 102082          | 56.71          |

|                    |        |
|--------------------|--------|
| Running Rate \$/km | \$1.50 |
|--------------------|--------|

|  |             |
|--|-------------|
| Safety Net                             | \$58,000    |
| Extra ordinary waiting time > 45min    | \$1.05/min  |
| Surcharge 2                            | 5F X load   |
| Surcharge 3                            | 6F X load   |
| Call Out                               | 24F minimum |
| Standby during surcharge 2 & 3 periods | 3F          |
|  | F = \$4.4   |

Notation: the figures contained in the columns headed Loads Carted and Annual Earnings are estimates.