

(1801)

**SERIAL C5274**

**BORAL RESOURCES (NSW) PTY LIMITED SYDNEY METROPOLITAN  
CONTRACT DETERMINATION**

Schedule of Contract Determination Published on 23.2.2007 and Subsequent Variations Incorporated

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## CONTRACT DETERMINATION

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## 1. Dictionary

### 1.1 Definitions

In this Contract Determination, unless the context suggests otherwise, the words on the left hand side of the dictionary shall have the meaning given to them on the right hand side of the dictionary.

Act	the <i>Industrial Relations Act</i> 1996;
Articulated Vehicle	an articulated vehicle with a total number of three or more axles;
Award	the Transport Industry (State) Award as varied from time to time;
Batching	the weighting or volumetric measuring of concrete ingredients charged into the mixer at the plant;
Boral	Boral Resources (NSW) Pty Limited;
Boral Representative	the manager or managers selected by Boral for the purposes of clause 25 and otherwise the relevant manager/supervisor/ representative of Boral selected to act on their behalf;
Buffer Company Vehicles	ten Boral operated vehicles (either six or eight wheelers or a combination of six and eight wheelers which until removed from service are regularly used and allocated to a nominated plant);
Cartage Work	the cartage of concrete using the vehicle and activities ancillary to this including but not limited to slumping the load, discharging the load, driving to concrete plants to be loaded;
Communication Equipment	any and all equipment used for communication between Boral and the nominated driver (and vice versa) which shall include but not be limited to a two way radio, GPS etc;
Concrete	<p>a product whether mixed, blended or batched, that contains (but is not limited to) as a minimum:</p> <ul style="list-style-type: none"><li>(a) cement, sand and water,</li><li>(b) mortar containing cement, sand and water;</li><li>(c) grout containing cement, sand and water;</li><li>(d) slurry containing cement and water; or</li><li>(e) binders containing cement and sand.</li></ul> <p>To avoid any doubt, this definition is not contingent on the method of production, laying or description of the finished product;</p>
Consultative Committee	the committee referred to in clause 25;
Contract Determination	this Contract Determination;
Delivery	the delivering of concrete;
Designed Batch Water	the quantity of water stated in the mix design of a specified concrete;
Fleet Owner	<p>a provider of cartage services other than:</p> <ul style="list-style-type: none"><li>(a) Boral; or</li><li>(b) a carrier as described in section 309 of the Act;</li></ul>

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Financial Year	12 months commencing from 1st July to 30th June;
Job Site	the premises comprising the location at which concrete is discharged which for the purposes of clause 4.2(b) only shall include a designated parking area in the general vicinity of the premises at which the Operator's vehicle is required to wait when loaded before accessing the job site to discharge;
Load	the total volume and/or mass of concrete or concrete ingredients in the mix intended for delivery;
Maximum Prime Mover Age	the maximum age for the Operator's prime mover set out in the Operator's Head Contract;
Mini Mix Vehicle	a vehicle with a mixer that has a mixing capacity of 3.0 m <sup>3</sup> or less;
Mixer	equipment on the prime mover with the specific purpose of mixing and agitating concrete;
Nominated Driver	a person referred to in section 309 (1) (c) (i), (ii) or (iii) of the Act;
Nominated Plant	the place from which an Operator usually commences work in accordance with clause 3.1 of Part B of this Contract Determination;
Operator	a contract carrier trading as an incorporated body contracted to Boral to cart concrete (all Operators engaged by Boral shall be incorporated bodies);
Part A	Part A of this Contract Determination
Part B	Part B of this Contract Determination
Practicable	capable of being put into practice with the available means and with reason and prudence;
Principal Contractor	Boral;
Prime Mover	the cab chassis provided by the Operator;
Relief Driver	a driver approved by Boral in accordance with clause 19.4 of this Part B;
Regular Days	the days Monday to Saturday inclusive each week that an Operator is required by Boral to make their vehicle available to perform the cartage work excluding: <ul style="list-style-type: none"><li>(a) the days when Boral has directed an Operator not to attend for cartage work due to bad weather, plant breakdown, plant shutdown or lack of cartage work;</li><li>(b) (subject to Boral's approval which shall not be unreasonably withheld) up to five days in a year that the Operator is unable to attend to perform the cartage work for genuine and unforeseen reasons (such as sudden illness of the nominated driver, prime mover break down or pressing domestic problems etc)the burden of proof of which shall lie with the Operator;</li></ul>

(c) (when Boral owns the mixer) the days when the Operator's vehicle is unavailable to perform the cartage work in accordance with clause:

- (i) 4.4(c);
- (ii) 9.4(d);
- (iii) 10.7(b);
- (iv) 15.8;
- (v) 16.11;
- (vi) 16.12;
- (vii) 17.4;
- (viii) 17.8;
- (ix) 23.1(e);
- (x) 31.1(f); or
- (xi) 32.1; and

(d) (when the Operator owns the mixer) the days when the Operator's vehicle is unavailable to perform the cartage work in accordance with clause:

- (i) 4.4(c);
- (ii) 9.4 (d);
- (iii) 15.5 (Refer Annexure 2);
- (iv) 16.7 (Refer Annexure 2);
- (v) 16.8 (Refer Annexure 2);
- (vi) 17.4 (Refer Annexure 2);
- (vii) 17.8 (Refer Annexure 2);
- (viii) 23.1 (e);
- (ix) 31.1(f); or
- (ix) 32.1;

Sydney Metropolitan Area

the area in which concrete is produced within the following boundaries:

Stanwell Tops, Bulli, Mount Ousley, Appin, Razorback, Warragamba, Emu Plains, Sackville, Hawkesbury Bridge, Terry Hills, Palm Beach;

Union

the Transport Workers' Union of New South Wales;

Vehicle

the prime mover and mixer;

Written authority

any approved document that bears the signature of the Operator or Boral as the case may be.



## 2. Area Incidence and Duration

### 2.1 Application

This Part B will operate with respect to contracts of carriage between Boral and its Operators engaged at concrete batching plants throughout the Sydney Metropolitan Area to perform the cartage work.

### 2.2 Application Of Other Contract Determinations

This Part B shall:

- (a) apply to the exclusion of the Transport Industry Concrete Haulage Contract Determination. Vol 260 published 30.11.90 as varied or replaced from time to time; but
- (b) be read and construed in conjunction with the Boral GST Protocol (Facilitation & Compliance) Contract Determination.

### 2.3 Term

This Contract Determination shall operate in accordance with its terms from 1 December 2006 and have a nominal term of three (3) years. The nominal term expires on 30 December 2009.

### 3. Nominated Plants & Cartage Zones

#### 3.1 Nominated Plant

An Operator shall normally work from a nominated plant provided that Boral may change an Operator's nominated plant to meet its business needs by giving them 14 days notice of the change having first:

- (a) attempted to meet those needs on a voluntary basis; and then
- (b) changed the nominated plant of all other Operators (in an Operator's nominated plant and with the same configuration vehicle) who has been at that nominated plant for a shorter period of time.

#### 3.2 Cartage Distances

- (a) Cartage distances shall be based on a computerised distance data base or, should the computerised distance database not be available an agreed map, displayed at the plant (and available for inspection by the Operators) or a street directory. Cartage distances shall be measured to the nearest half a kilometre after the first kilometre.
- (b) Any dispute arising in relation to the actual distances to be paid to an Operator shall be resolved within two working days between Boral's representative and an Operator or their representative by jointly measuring the actual distance travelled, in a mutually agreed vehicle, from the loading point to the discharge point via the shortest practicable route.

#### 4. Cartage Rates and Related Matters

##### 4.1 Basis of Cartage Rates

Cartage rates for Operators are based on:

- (a) (subject to Schedule "2") a monthly retainer fee of (A); and
- (b) (B) per load; and
- (c) (C) for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (C) per half kilometre thereafter (rounded up to the nearest half kilometre) that the load is carried with a minimum payment of three (3) times (C).

Notation: refer to Schedule "1" for the amounts referred to in this clause by way of a capital letter.

Notation: the cartage rates arising from this clause are exclusive of GST, refer to the Boral GST Protocol (Facilitation and Compliance) Contract Determination.

##### 4.2 Surcharges

In addition to the cartage rates in clause 4.1 where appropriate an Operator shall be paid the following surcharges:

- (a) Mixing in the Yard

An Operator will be paid a fee of (D) of Schedule 1 per load to mix and discharge concrete within the boundaries of a plant. If an operator owns their own mixer "I" of Schedule 1 will be added to the fee.

- (b) Waiting Time

An Operator will be paid at the rate prescribed in item (E) of Schedule 1 for all time spent on site waiting to discharge and/or discharging the load which is beyond 40 minutes. Such payment will be calculated to the nearest completed whole minute.

- (c) Out of Hours Surcharges

- (i) Normal delivery hours shall be 6.00am to 5.00pm Monday to Friday and 6.00 am to 1.00pm Saturday. For the determinations made under this clause, time shall be the time of completed loading. It is the Operator's responsibility to ensure that the load is correctly mixed and of the desired consistency to achieve the specified slump on site, prior to leaving the plant. Should the load not be mixed to its desired consistency due to batching error, the delivery docket will be re-stamped upon the load reaching the required consistency in conformity with required specifications.

- (ii) Surcharge Rates - in addition to the cartage rates in clause 4.1, an Operator will be paid at the rate prescribed in item (H) of Schedule 1 per load with respect to product delivered outside the hours of 6.00am to 4.00pm Monday to Friday and 6.00am - 12.00 noon Saturdays, or Item M of Schedule 1 per load with respect to product delivered on Sundays or Public Holidays.

- (iii) Where an Operator is required at the plant to make a delivery outside normal delivery hours they will be paid for each completed half hour after normal delivery hours at the rate prescribed in item (G) of Schedule 1 where no load is received following the expiration of the initial half hour. If an operators start time is after 5.30am and before 6.00am and no load is received the expiration of the initial half hour will not apply and they will receive the payment prescribed in item (G) of schedule 1.

- (iv) An Operator will receive item (N) of Schedule 1 where an Operator has completed their cartage work in normal delivery hours has left the plant and then been recalled for work in the following circumstances:
- (A) Public Holidays;
  - (B) Sundays;
  - (C) Saturday before 5.00am or after 1.00pm; or
  - (D) Monday to Friday after 6.00pm or before 5.00am.

In the cases of (C) & (D) only, when the cumulative value of surcharges paid is equal to or exceeds item (N) the payment shall not be paid. If the total surcharge value paid is less than (N) the balance equal to the payment will be paid.

(d) Multiple Discharge Points and Customers

- (i) Multiple Discharge Points - Payment for cartage work covers the total distance travelled. Additional km travelled will be added to the ticket and paid as if the original load was carried for the entire distance plus waiting time, if applicable, commencing from the arrival at the first delivery point. Waiting time is only applicable after the expiration of the appropriate time allowance as in Clause 4.2 (b).
- (ii) Multiple Customers - Each delivery shall be treated for the purpose of payment as separate deliveries.

(e) Diverted Loads

Diverted loads are loads that are intended for delivery to a particular customer but discharge of the load does not commence and the Operator is directed to deliver the load to an alternative location. In this case the Operator will be paid as follows:

- (i) Direct Diversion - Where a load is diverted en route an Operator will be paid normal cartage rates covering the total distance travelled from initial departure from the plant to the ultimate delivery point of the load, plus waiting time payment whilst awaiting diversion advice.
- (ii) Return to Plant and divert - It is thereafter treated as a new load.
- (iii) Return to Plant and Dumped - When 1.0 cubic metre or more of concrete is returned to the plant and dumped cartage will be paid as if the delivery had been successful, with the additional payment of item (F) per kilometre for the return journey.
- (iv) Return to Plant and Subsequently Dumped Outside Plant -Where Boral directs any diverted load that has been agitated in the yard to be taken to another site and dumped, an Operator will be paid at the rate specified in Schedule 1 item (C) for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (C) per half kilometre thereafter (rounded up to the nearest half kilometre) that the load is carried with a minimum payment of three (3) times (C) to the discharge point, with the additional payment of item (F) per kilometre for the return journey to the plant.

(f) Road and Bridge Tolls

Where an Operator is required to pay a road and/or bridge toll whilst performing cartage work then such road and/or bridge toll shall be paid by Boral, provided that both the outward and return journey are travelled by the shortest practicable route (this includes daily plant transfers).

(g) Transfer Rates

- (i) Transfer Rates - An Operator will be paid at the rate prescribed in item (F) of schedule 1 for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (F) per half kilometre thereafter (rounded up to the nearest half kilometre) that the vehicle travels between approved locations.
- (ii) Transfer payments will be paid if a vehicle is transferred empty between plants with payment based upon the shortest practicable route to the nearest half a kilometre. When returning to the vehicles nominated plant the transfer payment will be based upon the net difference between the kilometre rate for any return load and additional distance travelled.

(h) Awaiting Diversion Advice & Material Transfer With The Plant

When an Operator is required to

- (i) agitate any quantity of concrete within the plant whilst awaiting diversion advice; or
- (ii) material transfer within the plant

they will be paid at the rate of (J) of Schedule 1 per completed minute.

(i) Left Over Concrete

- (i) All concrete remains the property of Boral and accordingly Boral reserves the right to direct where concrete is to be taken or if and where it is to be dumped. The Operator shall contact Boral for instructions as soon as possible in this regard. No payment shall be made other than that arising from the delivery itself when concrete is dumped in the vicinity of the original job site.
- (ii) When 1.0 cubic metre or more of left over concrete is returned to the plant the Operator will be paid at the rate prescribed in item (F) of Schedule 1 for the first kilometre (or part kilometre) and then  $\frac{1}{2}$ (F) per half kilometre thereafter (rounded up to the nearest half kilometre) that the load is carried;
- (iii) When the Operators vehicle is used to dispose of left over concrete by returning to the source plant, as a result of pump line "blow back" the Operator will be paid at the rate prescribed in item (F) of Schedule 1 for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (F) per half kilometre thereafter (rounded up to the nearest half kilometre) that the load is carried. In addition to this payment the Operator will be paid at the rate of item (E) per completed minute for time spent between completing the discharge of the load and completion of loading the "blow back".
- (iv) When left over concrete is not returned to the source plant an Operator will be paid for the total distance travelled from the initial departure from the plant to the ultimate discharge point of the load at the rate prescribed in item (C) of Schedule 1 for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (C) per half kilometre thereafter (rounded up to the nearest half kilometre). In addition to this payment the operator will be paid at the rate of item (E) per completed minute for time spent unloading and/or waiting to unload at the ultimate discharge point with the additional payment of item (F) per kilometre for the return journey to the plant.

4.3 Variation of Cartage Rates and Surcharges

The cartage rates and surcharges set out in Schedule 1 shall be varied in accordance with the provisions of Schedule 3.

4.4 Award Benefits Etc

- (a) The following payments are provided for in the cartage rates and surcharges payable to an Operator under this Contract Determination.

- (i) all benefits and entitlements under the Award;
  - (ii) 20 days annual leave;
  - (iii) 34.8 hours of long service leave per annum; and
  - (iv) superannuation at the prevailing statutory rate.
- (b) Should there be any variation to the entitlements under the Award, the appropriate cartage rate and/or surcharge will be adjusted accordingly at the relevant review date.
- (c) An Operator may take the leave entitlements in accordance with the Award but, if required by Boral, their vehicle must be available with a relief driver when they are taking the above entitlements provided that Boral will:
- (i) allow an Operator to withdraw their vehicle from performing the cartage work each year for a period of up to two weeks for the taking of annual leave at a mutually agreeable time that disrupts Boral's business the least; and
  - (ii) if the utilisation rate falls below 900 loads per annum, not require an Operator to provide a relief driver when on approved leave.

#### 4.5 Minimum Earnings

In the event that an Operator does not cart at least 900 loads of concrete in a financial year, Boral shall adjust their earnings to effect a deemed number of loads carted of 900 at the applicable per load rate. Provided that if an Operator's vehicle has been absent from performing cartage work on regular days the deemed number of loads shall be reduced at the rate of 4 per day absent.

## 5. Cartage Accounts

### 5.1 Preparation Of Cartage Accounts

Boral shall prepare cartage accounts in accordance with dockets issued by Boral to an Operator during the course of the accounting period.

### 5.2 Cartage Account Details

An Operator's accounts, as prepared by Boral, shall be itemised on a daily basis which shall include for each load: date, docket number, job address, load fee, paid kilometres, surcharges and total payment.

### 5.3 Payment Of Cartage Accounts

Cartage accounts shall be paid on the following basis:

- (a) the first monthly retainer shall be due in advance;
- (b) subsequent monthly retainer payments shall be paid monthly (this continues to be a payment in advance);
- (c) cartage earnings (other than the monthly retainer) shall be calculated twice monthly and paid within ten days of the last day of the period; and
- (d) payment will be by electronic funds transfer into the Operator's nominated bank account.

### 5.4 Recent Account Discrepancies

Account discrepancies relating to the immediately preceding pay period shall be settled promptly and in no case later than fourteen (14) days from the date of written submission of the discrepancy.

### 5.5 Older Account Discrepancies

Account discrepancies relating to other than the immediately preceding pay period and up to twelve (12) months previous shall be settled within thirty (30) days from the date of written submission of the discrepancy. Over one year account discrepancies are to be settled as soon as practicable.

### 5.6 Adjustment Following Settlement Of Account Discrepancy

Where, following settlement of an account discrepancy, an adjustment to cartage payments is required, then such adjustment shall be made in the pay period following settlement.

### 5.7 Purchases Other Than Fuel

Where an Operator purchases any item other than fuel from Boral, or where goods are purchased on an Operator's behalf by Boral, Boral may deduct from an Operator's cartage payments an amount equal to the value of the purchase provided Boral has written authorisation to make such deduction.

### 5.8 Fuel Purchases

Boral may deduct from an Operator's cartage payments an amount equal to the value of any fuel purchased from Boral. The price of the fuel shall not be adjusted retrospectively.

5.9 Overpayment By Boral

When an Operator is overpaid, Boral shall submit an adjustment account to the Operator which shall be determined within fourteen (14) days from the date of submission for the immediately preceding pay period or thirty (30) days for all other claims. Following determination of the overpayment, the deduction shall be from the next cartage payment due.

5.10 No Other Deduction Or Purchases

Except as provided for in clause 5, no:

- (a) deductions can be made from an Operator's account without an Operator's prior written approval; and
- (b) purchases are to be made on Boral's account without prior written approval.

5.11 Section 127 Statement

An Operator shall complete and provide to Boral a section 127 statement each quarter in the terms set out in Annexure 3.



## 6. Living Away from Home

### 6.1 Being Away From Home

- (a) When an Operator is engaged in work which precludes them from reaching their usual place of residence at night they shall receive the benefits and conditions as detailed in the Award.
- (b) To avoid any doubt, this clause shall not apply to movements within the Sydney Metropolitan Area.

### 6.2 Notice Of Being Away From Home

Where an Operator is required to transfer to a working area which precludes them from returning to their normal place of residence each night, Boral wherever possible shall provide them with at least twenty four (24) hours prior notice of the request.

### 6.3 Period Of Working Away From Home

Where an Operator is transferred outside the Sydney Metropolitan Area, such transfer shall be for a period not exceeding seven (7) days duration or longer by mutual agreement and shall be done from a cyclic transfer roster.

### 6.4 Transfer Payments

- (a) When an Operator is transferred in accordance with this clause, they shall be paid transfer payments at the rate of item (F) of Schedule 1 per kilometre or part thereof that they are required to travel to and from the directed transfer location.
- (b) A transfer docket must be issued by Boral to an Operator prior to departure, wherever practicable, otherwise on arrival at the destination.
- (c) Should a transfer be cancelled or redirected the relevant transfer docket shall be adjusted by Boral immediately on an Operator's return to the plant from which they were originally transferred.

## 7. Statutory Requirements and Insurance

### 7.1 Compliance With Laws

An Operator shall comply with the provisions of all relevant statutes and regulations made there under in relation to the use or operation of their vehicle and they shall ensure payment of all lawful fees, licences and taxes in relation thereto.

### 7.2 Variation of Statutory Requirements

Any variation in statutory requirements increasing the cost of performing the cartage work shall be taken into account when next varying the cartage rates.

### 7.3 Insurances

An Operator shall arrange and keep current insurance cover whilst working under this Contract Determination in respect of:

- (a) motor vehicle comprehensive including third party property;
- (b) motor vehicle compulsory third party;
- (c) worker's compensation for all employees, including casuals of an Operator's Company;
- (d) public liability;
  - (i) public liability cover to the value of \$10 million;
  - (ii) public liability for mixer damage (extension) \$40,000 limit;
  - (iii) public liability for wrong delivery (extension) \$500,000 limit; and

Notation: insurer may roll these policies into one.

- (e) sickness and accident cover.

### 7.4 Submission of Insurance Documents Etc

All relevant insurance policies, registration certificates and driver licences are to be submitted to Boral for perusal, verification and return prior to the commencement of an Operator's engagement and thereafter upon demand within fourteen (14) days of request.

### 7.5 Provision of Photocopies

An Operator will upon request provide photocopies of any of the above documentation, other than the driver's licence which will be produced for sighting and verification only.

### 7.6 Endorsements For Public Liability

All public liability insurance shall be endorsed to:

- (a) extend to provide indemnity to Boral as Principal;
- (b) contain a waiver of subrogation from the insurer in favour of Boral as Principal; and
- (c) contain a cross liability clause.

## 8. Loads

### 8.1 Load Size

The customer's requirements or technical requirements will determine the actual load size however Boral and the Operator are jointly committed to ensuring that the legal carrying capacity of the vehicle and the rated capacity of the mixer are not exceeded.

### 8.2 Daily Loading Procedure

- (a) The initial daily starting order will be in accordance with the Access to Cartage Work System as set out in Annexure 5.
- (b) All vehicles will then be loaded in order of their return to the plant except:
  - (i) mini mix vehicles which may be preferentially loaded;
  - (ii) single load or message greater than the mixer capacity or legal carrying capacity of the vehicle next in line which may be preferentially loaded;
  - (iii) articulated vehicles which may be preferentially loaded;
  - (iv) vehicles with returned concrete (where it is impractical due to facility or time constraints to transfer the returned concrete to the next vehicle in line) which may be preferentially loaded; and
  - (v) work pool vehicles who will be loaded in accordance with Annexure 5.

### 8.3 Notification For Next Day

The initial loading time and the initial plant from which such loading is to occur shall be notified by Boral to an Operator before the end of normal operating hours.

## 9. Hazardous Approach to Job Site

### 9.1 Hazardous Approach To Job Site

- (a) An Operator shall have the right to refuse to enter upon ground which they consider unsafe or hazardous.
- (b) If an Operator does refuse entry and the delivery is completed on that day by other vehicles (whether Boral or Operator vehicles) without the use of additional equipment and / or site access improvements by the customer, then the Operator shall not be paid for the delivery or return cartage unless the load has been diverted to another job in which case the delivery to the alternate location shall be paid as if it were a new delivery from the plant where batched to the alternate location.

### 9.2 Payment After Unsuccessful Entry

If an Operator has notified the plant of the unsafe or hazardous job site and/or approach but attempts unsuccessfully to enter, they shall be paid for the cartage as if the delivery had been successful even if the delivery is ultimately completed, as stated in clause 9.1 (b).

### 9.3 Refusal To Enter

In all cases if an Operator refuses to enter and the delivery is not completed on that day without the use of additional equipment they will be paid the total cartage rate to the job site plus return cartage if the load is returned to the plant, on Boral's instructions, unless the load is diverted to an alternate location in which case they will be paid in accordance with clause 4.2 (e).

### 9.4 Bogged Vehicles

- (a) Where an Operator goes beyond the kerb to complete a delivery and their vehicle becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery, Boral shall arrange the services of an experienced salvage contractor to extricate the vehicle as soon as practicable and shall bear all costs for those arrangements.
- (b) Boral shall ensure that the salvage contractor selected is covered by an appropriate insurance policy to rectify any damage that the salvage contractor may cause to the Operator's vehicle during the extrication process.
- (c) Provided further that the provisions of clause 9.4 (a) and (b) shall not apply where the vehicle becomes bogged or inoperative as direct result of an Operator's negligence.
- (d) If the circumstances in clause 9.4 (a) arise, the Operator will continue to paid their monthly retainer in accordance with clause 4.1 provided that the Operator:
  - (i) did not become bogged or inoperative as a result of their own negligence;
  - (ii) complied with all directions given by Boral in relation to the load;
  - (iii) complied with all reasonable direction given to the Operator by the customer; and
  - (iv) complies with clause 10.5.

## 10. Availability of a Suitable Prime Mover

### 10.1 Vehicle Image Etc

- (a) Operators' vehicles are an integral part of Boral's business strategy. They need to reflect an image of quality and provide the level of performance and necessary reliability to consistently meet Boral's operating standards.
- (b) As far as practicable an Operator shall keep their prime mover clean and tidy. Boral will monitor the presentation and image of prime movers to ensure that the appropriate standard is maintained.
- (c) All cleaning materials and equipment necessary for cleaning the prime mover shall be supplied by Boral and shall comply with any and all statutory requirements and regulations.

### 10.2 Obligation To Ensure Vehicle Presented For Work

It is an Operator's obligation on each regular day unless rostered off, to personally supply, man, or have manned by approval, operate, and keep serviceable, their vehicle. Any variation to this obligation will require agreement of both the Operator and Boral.

### 10.3 Boral Approval To Introduce A Prime Mover

No prime mover shall be brought into service without prior notification in writing by an Operator and written approval by Boral.

### 10.4 Weighbridge Certificates

- (a) When an Operator introduces a vehicle into Boral's fleet and the mixer is fitted, tare and gross weight certificates from a registered weighbridge must be provided by an Operator to Boral.
- (b) Where there is any subsequent change to the vehicle tare and gross weight certificates from a registered weighbridge a copy will be provided again, by an Operator to Boral.
- (c) Boral will pay the costs of any weighbridge certificates and transfer fees incurred in obtaining such certificates. All weighing is to be conducted at a mutually agreeable time.
- (d) Boral may have a representative present during any weighting of the vehicle at a registered weighbridge.

### 10.5 Repair Of Unserviceable Prime Mover

An unserviceable prime mover shall be repaired as soon as practicable by an Operator.

### 10.6 Notification To Boral Of Non Attendance

Where an Operator is unable to report for work with their vehicle they shall arrange for Boral to be informed at the earliest possible moment of the reason and the anticipated period of absence.

### 10.7 Roads & Traffic Authority

- (a) Where an Operator is required to submit their vehicle to the Roads & Traffic Authority for annual inspection, they shall inform Boral of the date for inspection four (4) weeks prior to inspection.

- (b) Subject to Clause 16.3, if a re-inspection is required due solely to a defective mixer, then a transfer fee of item (F) for the first kilometre (or part kilometre) and then  $\frac{1}{2}$  (F) per half kilometre thereafter (rounded up to the nearest half kilometre) will be paid by Boral to an Operator for the total distance travelled to the nominated inspection station from the nominated plant and back, plus any inspection fees payable. In addition Boral will pay an Operator at the rate of item (G) of Schedule 1 per hour or part thereof for all time lost each day that they are prevented from performing the cartage work to a maximum of eight (8) hours each day. To avoid any doubt, during this time the Operator will continue to be paid their monthly retainer.

#### 10.8 Prime Mover Supply, Configuration and Age

An Operator shall supply a prime mover (and any replacement prime mover), which must:

- (a) be of a configuration agreed to with Boral;
- (b) comply with the relevant configuration prime mover specification in Annexure 1; and
- (c) not be older than the maximum prime mover age.

#### 10.9 Prime Mover Running Costs

An Operator shall pay all of the running costs for their prime mover.

## 11. Responsibility for Slump, Mixing & Delivery

### 11.1 Changes To Concrete Mix

Boral shall provide an Operator, whenever practicable, with advice of any major changes to the source of concrete mix ingredients which are likely to affect the visual assessment of the slump.

### 11.2 Mixing The Load

An Operator shall ensure that the load is properly mixed as reasonably required by Boral and that the slump of the concrete, immediately prior to discharge, is in accordance with the requirements of the latest revision of Australian Standard AS1379 and or the drivers handbook. The tolerances for the specified slumps are listed below unless they have been varied by negotiations (e.g. for specific projects):

Specified Slump	Tolerance
Less than 60mm	+ or -10mm
60mm up to and including 80mm	+ or -15mm
Greater than 80mm up to and including 110mm	+ or - 20mm
Greater than 110mm up to and including 150mm	+ or - 30mm
Greater than 150mm	+ or - 40mm

### 11.3 Checking After Loading - Slump

After loading the vehicle and before leaving the plant, an Operator must:

- check the slump of the load;
- immediately report to plant staff if they think that upon delivery the slump will not be within the tolerance specified on the delivery docket; and
- add water to bring the load to the required slump using the designated hose (and report to the plant staff the quantity of water added).

### 11.4 Minimum Mixing Requirements

- An Operator must mix the concrete for at least the minimum mixing time.
- The minimum mixing time for mixing concrete under AS 1379 is 4 minutes at the mixer manufacturers rated mixing speed (approximately 16 revolutions per minute) at the batch plant and a minimum re-mix of 1 minute at the rated mixing speed (approximately 16 revolutions per minute) or to customers requirements before discharging on site. Where a high range water reducer is added to the load on site a minimum re-mixing time of three (3) minutes applies.

### 11.5 Minimum Mixer Revolutions

Unless instructed otherwise by plant staff, the mixer drum must be kept turning at a minimum of 2 revolutions per minute at all times (except during mixing) when it contains concrete.

### 11.6 Added Water

Boral will make every reasonable endeavour to ensure that the total batch water in a load of concrete is within 10% of the designed batch water.

#### 11.7 Visual Inspection Of Load Before Leaving The Plant - Irregularities

- (a) An Operator shall visually inspect each load prior to leaving the plant and shall advise Boral of any apparent unusual features of the load which may have occurred due to any reason including but not limited to batching error, plant failure, contamination and/or Operator error.
- (b) Subject to Clause 11.10, an Operator shall not be responsible for or have their cartage payment rejected or withheld due to undetected irregularities of the load which could not be reasonably detected.

#### 11.8 Adding Water To Adjust The Slump - Before Discharging on Site

Should the slump need to be adjusted by adding water to the concrete before discharging an Operator must:

- (a) adjust the concrete to within the tolerance of the slump specified on the delivery docket;
- (b) ensure the water is fully mixed through the load;
- (c) ensure the amount of water added and or the estimated slump is recorded on the docket; and
- (d) make every reasonable endeavour to obtain the signature of the customer for all water added at the customer's request.

#### 11.9 Adjusting The Slump At Request Of Third Party

If Boral has removed an Operator's right to adjust the slump of a load on the job site, and they are requested by a third party to adjust the slump of the load, and Boral approves such adjustment, and the load is rejected on the basis of water addition and/or non compliance with the nominated slump tolerance, then Boral shall pay the Operator for the delivery as if the load had not been rejected.

#### 11.10 Rejection Of Load Due To Slump

Subject to clause 11.9, 11.14 and 11.5, when a load is rejected at a job site because the slump is outside the nominated tolerance contained herein, or an Operator has not visually inspected the load prior to leaving the plant an Operator shall not be paid for the cartage work unless the Operator has recorded the additional water and made every reasonable endeavour to obtain a signature from the customer approving such addition resulting in the slump exceeding the nominated tolerance. Should the Operator fail to obtain such a signature they must indicate the addition of water on the docket.

#### 11.11 Obtaining Signatures For Acceptance of Delivery

- (a) At the job site an Operator shall make every reasonable endeavour to obtain a signature for acceptance of the delivery, as well as all associated charges, and it shall be an Operator's responsibility to contact the plant immediately by two way radio or telephone when a problem arises in obtaining a signature from the customer as required by Boral.
- (b) Boral may not pay an Operator any surcharges associated with the load if there is no verification or acknowledgement of the charges by the customer.

#### 11.12 COD Customers

- (a) An Operator shall make every endeavour to collect money from COD customers for all concrete charges, including waiting time. All monies collected shall be submitted in full to the Manager or Plant Supervisor as soon as possible on return to the plant.
- (b) Boral will not pay an Operator the waiting time accrued with a COD customer if they:
  - (i) have not requested payment for such waiting time from the customer; or



- (ii) fail to notify plant staff of monies owing due to waiting time prior to despatch of the last load to the customer's project on that day.
- (c) The Operator must follow Boral procedures when collecting any cheques subject to being informed and inducted into any such procedure.
- (d) An Operator shall immediately advise Boral where practicable by two way radio or telephone when a COD payment is not collected or a dispute arises between an Operator and the customer.
- (e) An Operator is not required to carry a float for the purposes of providing a change facility.
- (f) An Operator shall take all due care for any money collected and Boral shall provide a written acknowledgement for all monies deposited with them.

#### 11.13 Dumped Load

Where a load is dumped an Operator shall not be liable to compensate Boral unless the loss occurred as a direct result of their negligence or misconduct.

#### 11.14 Delivery To Kerb Making Machine

Subject to clause 11.4, 11.5 and 11.7 (a), in the case of a delivery of concrete to a kerb making machine, an Operator shall assume no responsibility for the slump of the load as it is delivered in an "as batched" condition. Notwithstanding, the appearance of the machine kerb mix should resemble "rabbit pellets".

#### 11.15 High Range Water Reducer

- (a) Where a high range water reducer is added on site:
  - (i) No high range water reducers are to be added unless authorized by Boral.
  - (ii) The high range water reducer must be added and mixed through the load in accordance with Boral's procedures.
- (b) Where a high range water reducer is added during batching:
  - (i) it is Boral's responsibility to advise the Operator that such a high range water reducer has been added and the likely effect of this admixture on the concrete; and then
  - (ii) it is the Operator's responsibility to ensure that the concrete with a high range water reducer added during batching is delivered in accordance with clause 11.2.

#### 11.16 Reused Concrete

Where more than 0.8 of a cubic metre is returned and is re used and is more than one and one half hours old, and topped up, Boral shall assume full responsibility for the load, thus excluding an Operator from responsibility for the slump of the load subject to them meeting the requirements under clause 11.3, 11.4, 11.5 and 11.7(a).

#### 11.17 Load Limit

It is the Operator's responsibility to advise Boral if their vehicle is unable to carry the volume of concrete stated on the delivery docket.

## 12. Rostering & Access to Cartage Work

### 12.1 Rosters

Boral will operate:

- (a) a daily start roster;
- (b) a period (not exceeding one month) transfer cyclic roster;
- (c) a roster off roster (Notation: in the operation of roster off rosters Boral does not intend to require Operators to remain at work unless they genuinely believe that they are or may be required to service customers); and
- (d) such other rosters as Boral require from time to time to efficiently operate its business.

### 12.2 Access To Cartage Work System

Boral will provide the opportunity for cartage work to Operators in accordance with the Access to Cartage Work System as set out in Annexure 5.

### 13. Breakdowns

#### 13.1 Transfer Of Vehicles Due To Plant Breakdown

- (a) In the situation of a plant breakdown sufficient vehicles should be transferred to the plant where the work is being diverted to, in order to provide sufficient customer service.
- (b) Where it is likely that the plant is out of production for the rest of the day, then an Operator will either be transferred or given permission to finish work for the day. Such decision is to be made within two (2) hours of the initial breakdown.

#### 13.2 Assistance When Mixer Or Vehicle Is Broken Down

An Operator shall initially assist in every practicable way to remove the concrete from the mixer when a breakdown of the mixer or an Operator's vehicle occurs under load. An Operator is not required to participate in the removal of hardened concrete from the mixer save for the operation and positioning of the mixer to assist in concrete removal.

## 14. Communication Equipment

### 14.1 Installation Of Communication Equipment

An Operator shall agree to the installation of two way radio and any other communication equipment required by Boral in or on their vehicle. All equipment shall be installed by Boral's approved technician and such installation shall be of a professional standard. The installation shall include all necessary equipment and the complete installation shall be undertaken at no cost to an Operator. Such equipment is to be positioned to an Operator's reasonable satisfaction.

### 14.2 Removal Of Communication Equipment

When such communication equipment is removed Boral shall make good the bodywork.

### 14.3 Taking Care Of The Communication Equipment

An Operator shall take due care to ensure adequate protection of the communication equipment but shall not be liable for any theft of it while the vehicle is in a Boral plant or any other approved location.

### 14.4 Operation Of Communication Equipment

The communication equipment is to be properly operated by Operators and appropriate procedures are to be followed as determined by Boral following the undertaking of any relevant training (which should be undertaken during working hours where practicable).

### 14.5 Maintenance Of Communication Equipment

Boral shall be responsible for the maintenance of the two way radio and other communication equipment.

### 14.6 Installation And Removal During Normal Operating Hours

Installation or removal of communication equipment will be carried out during normal working hours or at times agreeable to both parties.

## 15. Provision of Mixer

### 15.1 Provision Of Mixer

Boral shall be responsible for the provision of a mixer in accordance with the relevant mixer specification for an Operator's vehicle configuration and its safe and proper initial fitting to their prime mover in accordance with the specifications of the respective manufacturers including the supply of "U" bolts, clearance lights, mud flaps and a protective chassis/mixer cover plate mutually acceptable to Boral and the Operator.

### 15.2 Mixer Removal By Boral

If a mixer is required by Boral to be removed at any time for any reason, the total cost of mixer removal and replacement shall be borne by Boral.

### 15.3 Mixer Removal By Operator

If an Operator requires the mixer to be removed to effect repairs that cannot be otherwise effected without the removal of the mixer, then the total cost of the mixer removal and replacement shall be borne by Boral provided that such repairs are not for the purpose of painting, inspection, sandblasting, or repairing or modifying the prime mover chassis.

### 15.4 Responsibility After Fitting

After the initial fitting referred to in clause 15.1 an Operator shall be responsible for the mixer being properly secured to their vehicle. An Operator shall be responsible for all maintenance and replacement of clearance lights, globes and mud flaps and statutory signs. Mud flaps shall be supplied to an Operator by Boral free of charge.

### 15.5 Adjustment Of U Bolts

- (a) By mutual agreement an Operator may have the "U" bolts adjusted by a qualified mechanic and the costs incurred shall be paid by Boral provided that Boral's workshop shall have the opportunity of undertaking the adjustments.
- (b) Boral shall pay to an Operator a transfer fee at the rate of item (F) of Schedule 1 for the first kilometre (or part kilometre) and then ½ (F) per half kilometre thereafter (rounded up to the nearest half kilometre) to and from the workshop.

### 15.6 Removal Of Mixer On Termination Of Engagement

- (a) The mixer shall remain the property of Boral and on completion of its use at the termination of an Operator's engagement it shall be removed by Boral at a location nominated by Boral at a time mutually agreed between the Operator and Boral but in any event, within forty eight (48) hours.
- (b) Boral shall pay to an Operator a transfer fee at the rate of item (F) of Schedule 1 per km or part thereof to and from the nominated location.
- (c) An Operator shall be paid at the rate of item (L) of Schedule 1 per hour by Boral for such time involved in the removal of the mixer from their vehicle where such time involved is for a period greater than four (4) hours at the nominated location.

### 15.7 Provision Of Crank Shaft Protection

Boral shall be responsible for the provision of a crank shaft protection mechanism located between the hydraulic drive and the power take off unit.

### 15.8 Modifications etc To Mixer

All modification and fitting work to the mixer is to be done expeditiously and in any case not longer than five (5) working days. Boral shall pay an Operator item (L) of Schedule 1 per hour, limited to eight (8) hours per day for each day so detained in excess of the five (5) working days limit. To avoid any doubt, during such modification and fitting work the Operator will continue to be paid their monthly retainer.

## 16. Mixer Care and Maintenance

### 16.1 Washing Out The Mixer

An Operator shall exercise all reasonable care for the mixer. The mixer shall be thoroughly washed out internally and cleaned down externally to ensure as far as practicable that there is not build up of concrete and so as not to affect the mixing efficiency, carrying capacity and visual appearance of the mixer.

### 16.2 Provision Of Cleaning Materials Etc

All cleaning materials and equipment necessary for cleaning the mixer shall be supplied by Boral and shall comply with any and all statutory requirements and regulations.

### 16.3 Reporting Mixer Maintenance Requirements

An Operator shall report any and all apparent mixer maintenance requirements to Boral who shall undertake any required repairs as soon as reasonably practicable.

### 16.4 Mixer Repairs

- (a) An Operator shall convey the mixer to the workshop for repairs or maintenance as requested by Boral.
- (b) An Operator shall be paid for transfers to and from the workshop at the rate of item (F) of Schedule 1 per km or part thereof and the forward and return journey shall be treated separately. A means shall be provided by Boral at Boral's cost to convey the Operator to their place of residence or plant whichever is the lesser distance and return them to the workshop as and when required.

### 16.5 Minor Maintenance Of Mixer

- (a) The Operator shall be responsible for all minor maintenance of the mixer to the satisfaction of Boral, such as topping up oil.
- (b) Subject to the provisions of clause 15 all spare parts, and specialised tools, materials and equipment for the mixer shall be provided by Boral.
- (c) Boral shall be responsible to provide regular maintenance and servicing of the hydraulic components on any hydraulic mixer in accordance with the manufacturer's recommendations.

### 16.6 Removal Of Hardened Concrete

- (a) It is the Operator's responsibility to inform Boral if concrete build up impedes the carrying capacity and or mixing efficiency.
- (b) Subject to clause 16.6(a), Boral shall be responsible for the removal of hardened concrete build up from the inside of the mixer (a process commonly known as de-dagging) for the first two occasions in a calendar year, provided that if an Operator's mixer requires de-dagging more than twice in a calendar year, they shall be responsible for such de-dagging unless in the period since the last de-dagging the Operator carted more than 30% of their loads in excess of 50 mpa, low slump concrete, kerb mix and/or no fines in which case Boral shall be responsible for the de-dagging.
- (c) All de-dagging work will be conducted outside normal working hours or otherwise by mutual agreement between an Operator and Boral.
- (d) All de-dagging will be completed as soon as practicable.

#### 16.7 Major Maintenance Of Mixer

Boral shall be responsible for all major mixer maintenance. Such repair or maintenance requirements will be carried out wherever practicable outside normal operating hours and all work will be completed as soon as practicable and without delay.

#### 16.8 Provision Of Fuel For The Mixer

An Operator is responsible for the provision of the fuel to run the mixer.

#### 16.9 Parking Of Mixer

Boral's mixer is to be parked only in places approved by Boral. An Operator is not responsible for any loss or damage to Boral's mixer when so parked. Where approval is not given for the mixer to be parked at a location requested by an Operator, then the Operator assumes responsibility for all loss and damage to Boral's mixer when so parked.

#### 16.10 Damage To Mixer

Subject to clause 16.9, an Operator shall be responsible for any damage to the mixer except where such damage is caused by Boral, its servants or agents.

#### 16.11 Cease Using The Mixer For Repairs, Servicing Etc

An Operator must stop using the mixer (or any part of it) if Boral so directs because in Boral's opinion that is appropriate pending the carrying out of any repairs provided that if an Operator's vehicle is required for more than two working days to carry out the repairs they shall be paid by Boral at the rate of item (L) of Schedule 1 per hour up to a maximum of eight hours each day. To avoid any doubt, during such repairs the Operator will continue to be paid their monthly retainer.

#### 16.12 Replacement Of Mixer

If Boral decides to replace an Operator's mixer they must make their vehicle available provided that if their vehicle is required for more than five working days to carry out the replacement they shall be paid by Boral at the rate of item (L) of Schedule 1 per hour up to a maximum of eight hours each day. To avoid any doubt, during such replacement work the Operator will continue to be paid their monthly retainer.

## 17. Painting and/Or Signwriting

- 17.1 **Boral To Periodically Paint**  
Boral shall periodically paint and/or signwrite the vehicle to its specification.
- 17.2 **Quality Of Painting**  
Paint used will be of a quality that is acid resistant and capable of withstanding the arduous conditions of the industry. The painting shall be undertaken by a recognised truck painting contractor and the standard of finish shall be not less than that provided by tradesmen specialising in this field.
- 17.3 **Preparation For Painting**  
All necessary surface preparations and procedures recommended by the paint manufacturers shall be adhered to. An Operator shall be responsible for the provision of a sound painting surface of the vehicle, including but not limited to the rectification of corrosion, prior to presentation for painting.
- 17.4 **Time Of Painting**  
All painting is to be done, weather permitting, within the estimated time for the following situations:  
(a) vehicle 10 days;  
(b) prime mover only 5 days; and  
(c) prime mover and mixer frame (not including barrel) 6 days.  
To avoid any doubt, during such time the Operator will continue to be paid their monthly retainer.
- 17.5 **Period Of Painting**  
A vehicle shall be painted every 5 years or a longer or shorter period by mutual agreement.
- 17.6 **Meaning Of Vehicle**  
To avoid any doubt, for the purposes of this clause "vehicle" shall mean the complete prime mover and mixer including all their components and external surfaces without exception. The mixer shall be removed from the prime mover for painting.
- 17.7 **Unacceptable Paint Finish**  
In the event that the paint finish of the vehicle is of a standard unacceptable to an Operator, they shall advise Boral prior to the vehicle being removed from the workshop.
- 17.8 **Time Of Painting Excessive**  
Where painting exceeds the duration stated in clause 17.4 or where a vehicle has to be returned for repainting or painting repairs, an Operator shall be paid by Boral at the rate of item (L) of Schedule 1 per hour up to a maximum of eight hours each day. To avoid any doubt, during such time the Operator will continue to be paid their monthly retainer.
- 17.9 **Removal Of Logos**  
An Operator will make their vehicle available to Boral for removal of all "stick on logos" from their vehicle whenever their vehicle is permanently removed from Boral's fleet.
- 17.10 **Transport**  
A means shall be provided by Boral at Boral's cost to convey the Operator to their place of residence or plant whichever is the lesser distance and return them to the paint shop as and when required.



## 18. Delegates

### 18.1 Recognition

An Operator appointed as Yard Delegate shall upon notification thereof to Boral by the Branch or Sub Branch Secretary of the Union, be recognised as the accredited representative of the Union.

### 18.2 Use Of Facilities

The appointed Union Delegate or Executive Delegate shall be provided with reasonable access to and use of a telephone free of charge for Union matters, provided that Boral's site staff are consulted.

## 19. Nominated Driver

### 19.1 Use Of Nominated Driver

Except as expressly provided in this Contract Determination an Operator shall:

- (a) only use a nominated driver who is approved by Boral having satisfactorily undertaken any assessment, testing their suitability to be a nominated driver; and
- (b) use their best endeavours to make sure that no one except the nominated driver drives their vehicle for the cartage work or operates the mixer.

Notation:

This clause applies to both nominated and relief drivers. Boral will pay for any assessment arising from clause 19.1 (a) but an Operator shall pay for the nominated driver's time in attending the assessment.

Any person driving an Operator's vehicle prior to the commencement of this Part B will not be required to undertake any assessment arising from clause 19.1(a).

### 19.2 Licences

An Operator shall:

- (a) make sure that the nominated driver is at all times the holder of a current driver's licence appropriately endorsed or issued in respect of their vehicle and:
  - (i) immediately notify Boral if that licence is cancelled or suspended for any reason; and
  - (ii) present that license to Boral upon request if needed to confirm that it is not cancelled or suspended; and
- (b) make sure that the nominated driver obtains any site safety induction card for construction/building site access.

### 19.3 Nominated Driver Fitness For Work

An Operator shall:

- (a) ensure that the nominated driver is at all times fit to perform the cartage work;
- (b) every twelve months supply Boral with written confirmation from a medical practitioner, that the nominated driver is medically fit to perform the cartage work; and
- (c) pay for the cost of any such medical provided that Boral will pay the cost if the nominated driver attends a medical practitioner of Boral's choosing.

### 19.4 Use Of Relief Driver

If the nominated driver cannot drive through illness or for other good reason, an Operator may use a relief driver but an Operator shall first obtain Boral's approval for the relief driver.

An Operator shall:

- (a) make sure that the relief driver is at all times the holder of a current driver's licence appropriately endorsed or issued in respect of their vehicle and:
  - (i) immediately notify Boral if that licence is cancelled or suspended for any reason; and
  - (ii) present that license to Boral upon request if needed to confirm that it is not cancelled or suspended;
- (b) make sure that the relief driver obtains any site safety induction card for construction/building site access; and
- (c) ensure that the relief driver is at all times fit to perform the cartage work.

## 20. Uniforms

### 20.1 Dress

The nominated driver (and any relief driver) shall maintain an acceptable neatness of dress and appearance.

### 20.2 Uniform

- (a) Boral shall issue each Operator with a standard uniform issue and the nominated driver (and any relief driver) shall wear the uniform when performing cartage work.
- (b) Standard uniform issue shall be to a maximum of:
  - (i) 5 shirts;
  - (ii) 2 trousers or 3 shorts;
  - (iii) 3 pairs of socks;
  - (iv) 1 pair of steel capped boots (to be replaced on an exchange basis); and
  - (v) jacket.

Notation: Double the issue of items (i), (ii) and (iii) when first issued.

### 20.3 Wet Weather Gear

Wet weather and safety gear is to be supplied in accordance with the Award by Boral and will be replaced on an exchange basis.

### 20.4 Uniform Replacement

Replacement of previously issued uniforms will be on the basis of replacement on return of used items.

## **21. Amenities**

### 21.1 Entitlement

All amenities are to be not less than those enjoyed by an employee driver. The appropriate facilities shall be maintained and kept thoroughly clean and hygienic at all times by Boral. Operators shall conduct themselves in a tidy and appropriate manner and assist in meal room cleanliness.

## 22. Major Change, Vehicle and Configuration Variation Etc.

### 22.1 Decision To Introduce Change

Where Boral has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Operators, Boral shall consult with the Consultative Committee (refer clause 25) about the changes and discuss the introduction of the changes, the effects the changes are likely to have on Operators and shall give prompt consideration to matters raised by the Consultative Committee.

"Significant effects" include termination of engagement, major changes in the composition, operation or size of Boral's fleet or in the work to be performed, the elimination or diminution of work opportunities, the alteration of usual hours of work etc.

### 22.2 Mandatory Consultation

Despite clause 22.1 and to avoid any doubt, if Boral believe that it is desirable to:

- (a) reduce or increase the number of Operator vehicles in the Operator fleet;
- (b) change the balance of vehicle configurations in the Operator fleet;
- (c) reduce or increase the number of company vehicles performing cartage work;
- (d) change the balance of vehicle configurations in the company fleet performing cartage work; and/or
- (e) introduce a new vehicle configuration into the company or Operator fleet,

Boral shall consult with the Consultative Committee (refer clause 25) about the changes and discuss the introduction of the proposed changes, the effects the changes are likely to have on Operators and shall give prompt consideration to matters raised by the Consultative Committee.

### 22.3 Boral's Right To Make Change

Having consulted in accordance with clause 22.2, Boral may:

- (a) (subject to clause 22.4) reduce the number of Operator vehicles;
- (b) increase the number of Operator vehicles;
- (c) (subject to clause 22.5) offer Operators the opportunity to change vehicle configuration (which may include a new configuration);
- (d) reduce or increase the number of company vehicles;
- (e) change the balance of vehicle configuration within the company fleet; and/or
- (f) introduce a new configuration of vehicle into the company fleet.

### 22.4 Boral Buffer Vehicles

- (a) Where Boral has decided to reduce the Operator fleet to zero, Boral may terminate the Head Contracts of all of the Operators. Provided that if Boral stagger the terminations they must terminate the Operator with the lowest score ascertained in accordance with Annexure 4 first and so on. Provided that if two or more Operators have an equal score the Operator with the shortest service will have their Head Contract terminated first and so on.

- (b) In all circumstances other than those set out in clause 22.4 (a), Boral may reduce the number of Operator vehicles only after having withdrawn all (ten) of the Buffer Company Vehicles from service (at some time after the commencement of this Part B and before commencing to reduce the original number of Operator vehicles in service at the commencement of this Part B) by:
- (i) calling for volunteers in the relevant configuration(s) of vehicle; and then
  - (ii) terminating the Head Contract of the Operator in the relevant configuration(s) with the lowest score ascertained in accordance with Annexure 4 first and so on. Provided that if two or more Operators have an equal score the Operator with the shortest service will have their Head Contract terminated first and so on.

#### 22.5 Configuration Change

- (a) Boral shall increase the number of Operator vehicles within a particular vehicle configuration by firstly calling for volunteers from existing Operators to move to the relevant configuration of vehicle.
- (b) To avoid any doubt, an Operator who has:
  - (i) complied with the terms of any Change of Configuration Undertaking set out in their Head Contract; or
  - (ii) has purchased a new prime mover so to comply with clause 10.8 (c) of this Part B,

cannot be compelled by Boral to change the configuration of their prime mover for the duration of their Head Contract.

### 23. Development and Training

#### 23.1 Objects, Purposes and Commitments

- (a) Boral and the Operators aim to be the best in the concrete business with a desire to meet and exceed Boral's customer's requirements. This will result in skilled Operators with viable businesses who will, enjoy being part of Boral's operations.
- (b) In addition to the initial induction and training at the time of engagement, Boral and the Operators recognise the mutual benefits of and accept a greater commitment to, ongoing training and development.
- (c) Boral will organise and pay for the costs of providing the necessary training, an Operator must attend. An Operator will be paid at the rate of item (K) per kilometre of Schedule 1 if an Operator is required to use their own vehicle.
- (d) Training where possible, will be structured to minimise the interference with an Operator's working day.
- (e) Training which takes a full day will be limited to 2 working days per annum. Payment for extensive training beyond this will be a matter for negotiation and payment will be made at the rate specified in item (L) of Schedule 1 plus reasonable expenses and travelling cost as in clause 23.1(c).
- (f) In addition, Boral will endeavour to make voluntary training programs (aimed at assisting an Operator in their business) available and these will be excluded from the provision of clause 23.1(b) to 23.1(e) inclusive.
- (g) All training will be conducted within the Sydney Metropolitan Area.

## 24. Grievance and Disputes Procedure

### 24.1 Commitment

Boral, the Operators and the Union are jointly committed to this procedure and will promote the resolution of disputes/grievances by measures based on consultation, co operation and discussion and avoid interruption to the performance of cartage work and the consequential loss of production, earnings and profit.

### 24.2 Procedure Mandatory

All disputes shall be dealt with under this Clause.

### 24.3 Steps

#### Step 1

When there is a disagreement, an Operator shall attempt to resolve the matter by negotiating with Boral or their representative on site.

#### Step 2

Where the matter is not resolved, the Yard Operator Delegate shall attempt to resolve the matter by negotiation with Boral or their representative on site. An Operator's Executive delegate or an Operator's representative may be party to further negotiations with Boral.

#### Step 3

If the matter remains unresolved an official of the Union and/or an Operator's nominated representative shall be party to continued negotiations with Boral.

#### Step 4

If the matter remains unresolved the Secretary, Assistant Secretary, an Official of the Union or an Operator's nominated representative may be party to continued discussions/negotiations with the relevant representatives of Boral.

#### Step 5

If the matter is unresolved the matter will be notified to the Industrial Relations Commission of New South Wales by the Union or Boral pursuant to the Act.

### 24.4 Work To Continue Normally

Cartage work shall continue normally while this procedure is being followed and during all discussions, negotiations and any proceedings about a grievance or matter in dispute.



## 25. Consultative Committee

### 25.1 Formation Of Committee

- (a) Boral and the Operators must each do all that is reasonably needed to form, maintain and operate a committee comprising Boral representatives and Operator representatives.
- (b) Operator representatives will be elected by the Operators.
- (c) Boral representatives will be selected by Boral.
- (d) The chair shall rotate each year between an Operator representative and a Boral representative.

Notation: The Boral or Operator representatives may invite their agent or representatives to attend meetings if they have given the other party prior notice.

### 25.2 Sub-Committees

The consultative committee may form (and dissolve) a sub-committee and may act through that sub-committee.

### 25.3 Committee Procedures

All procedures of the consultative committee are to be determined by the consultative committee. All procedures of any sub-committee of the consultative committee are to be determined by the consultative committee and to the extent that the consultative committee does not determine them, by the sub-committee itself.

### 25.4 Proper Performance Of Functions

Boral must use its best efforts to ensure that the Boral representatives and the Operators must use their best efforts to ensure that the Operator representatives, each do whatever is necessary to ensure that the consultative committee performs the functions set out in this Contract Determination and performs those functions properly and speedily.

### 25.5 Consultation Procedure

The following procedure shall apply to any matter the subject of consultation:

- (a) Boral or an Operator representative must inform the consultative committee of the relevant matter;
- (b) Boral must if requested by the consultative committee, receive any comments of the consultative committee either at a meeting or in writing;
- (c) Boral must consult about the relevant matter the subject of the consultation and to avoid any doubt consultation means the act of conferring, to seek counsel from, ask advice of and to refer to for information;
- (d) Boral is conclusively taken to have satisfied its obligation to consult thirty days (30) after the step in clause 25.5 (a);
- (e) having consulted, Boral may make its own decision concerning the relevant matter; and
- (f) Boral may require the consultative committee to nominate an Operator representative on the consultative committee to receive communications from Boral on behalf of the consultative committee.



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Notation: To avoid any doubt should a dispute arise concerning a matter which is the subject of consultation or a decision made by Boral as contemplated in clause 25.5 (e) either party may utilise the grievance and disputes procedure in clause 24 or exercise their rights pursuant to the Act.

#### 25.6 Prior Consultation Before Exercising Rights Etc

To avoid any doubt, prior to exercising any right arising from clauses 22 or utilising a fleet owner to perform cartage work, Boral must consult in accordance with the procedure set out in clause 25.5.

#### 25.7 Periodic Reviews By The Committee

Despite anything else in this clause, the consultative committee will periodically (at least quarterly) review:

- (a) customer satisfaction;
- (b) vehicle utilisation generally and within plants; and
- (c) any other agreed matters associated with the cartage work.



## **26. Continuous Improvement Process**

### **26.1 Participation In Continuous Improvement**

In order to maintain and further develop Boral's leading position in the pre mix concrete industry Operators will participate in Boral's "Continuous Improvement Program" activities and processes. The reduction of costs, consistency of quality and customer satisfaction are an integral part of these activities and processes. Both Boral and the Operators will work to ensure that Boral's quality system continues to achieve certification to meet the relevant Australian Standard.

### **26.2 Payment**

Any payment under this Clause will be as in Clause 23.1.

## 27. Special Circumstances

### 27.1 Carting In Other Than Mixer

Where an Operator is requested to cart concrete in their vehicle other than with a mixer the cartage rate shall be negotiated between Boral and the Operator at the relevant time provided that the rate so negotiated is competitive with the prevailing market rate for such cartage.

### 27.2 Special or Unique Circumstances

Boral, the Operators and the Union agree that, this section will not apply to the overwhelming majority of work however where there are special or unique circumstances applying on a specific project then Boral and the Consultative Committee may agree on a special rate structure, on the basis that it is in their mutual best interest. This Contract Determination will be varied by the parties to give effect to any such agreement. If there is no agreement reached then clause 27.2 shall not apply.

## **28. Plant Stored Operator's Equipment**

### 28.1 Provision of Space

Unless impracticable given the constraints in the plant area, Boral shall provide sufficient space for the secure storage of Operator equipment at their nominated plant that is reasonably necessary to assist in the efficient and effective running of their vehicles.

## 29. Boral Operated Vehicles & Fleet Owners Etc

### 29.1 Use of Boral Vehicles

Except as expressly stated in this clause nothing restricts Boral's right to utilise its own vehicles for the cartage work.

- (a) At plants which are a nominated plant for Operator and non-Operator vehicles, Boral's six and eight wheeler vehicles shall:
  - (i) load in accordance with clause 8.2;
  - (ii) participate in all rosters arising from clause 12.1; and
  - (iii) participate in the Access to Cartage Work System as set out in Annexure 5.
- (b) At plants which are a nominated plant for non-Operator vehicles only, Boral's six and eight wheeler vehicles may:
  - (i) load in accordance with clause 8.2;
  - (ii) participate in all rosters arising from clause 12.1; and
  - (iii) participate in the Access to Cartage Work System as set out in Annexure 5.
- (c) Boral shall not introduce any Boral company articulated vehicles into the cartage fleet for the first two years of the operation of this Contract Determination.

### 29.2 Use Of Fleet Owners

- (a) Subject to clause 25.6 and 29.2 (b), (c) and (d), nothing restricts Boral's right to utilise fleet owner vehicles for the cartage work.

Notation: Boral has undertaken to the Union that the commercial terms upon which they would engage a fleet owner would require the fleet owner to:

- (a) operate under Boral's safety management plan or, if Boral elected, operate under their own SMP which would need to meet Boral's SMP standards;
  - (b) comply with the provisions of any relevant employment law (including but not limited to) concerning income tax, workers' compensation, annual leave, long service leave or any award, order determination or agreement of a competent industrial tribunal; and
  - (c) provide any relevant documentation and co-operate with Boral to allow Boral to confirm compliance with such clauses.
- (b) At plants which are a nominated plant for Operator and non-Operator vehicles, fleet owner six and eight wheeler vehicles shall:
    - (i) load in accordance with clause 8.2;
    - (ii) participate in all rosters arising from clause 12.1; and
    - (iii) participate in the Access to Cartage Work System as set out in Annexure 5.
  - (c) At plants which are a nominated plant for non-Operator vehicles only, fleet owner six and eight wheeler vehicles may:
    - (i) load in accordance with clause 8.2;
    - (ii) participate in all rosters arising from clause 12.1; and
    - (iii) participate in the Access to Cartage Work System as set out in Annexure 5.
  - (d) Boral shall not introduce any fleet owner articulated vehicles into the cartage fleet for the first two years of the term of this Contract Determination.

### 29.3 Limit Of Articulated Vehicles

For the third and fourth years of the operation of this Contract Determination Boral shall not have more than five percent of its total cartage fleet (Operator, Boral vehicles, fleet owner vehicles) consisting of articulated vehicles.

### 30. Operating Procedures Etc

#### 30.1 Obligations

An Operator shall perform the cartage work:

- (a) (to avoid any doubt) in accordance with this determination;
- (b) in accordance with any day to day directions given to them by Boral;
- (c) in accordance with any procedures or policies relevant to the performance of the cartage work provided that they have been inducted into the policy or procedure and provided with a copy of it. This includes the provision of a driver's handbook to be maintained by Boral which will include policies, and procedures;
- (d) without jeopardising or damaging Boral's business; and
- (e) with due care and skill and in a proper, thorough and professional manner.

#### 30.2 Fines

The Operator is responsible for any fines or other penalties imposed on them:

- (a) if the maximum legal payload carried with their vehicle is exceeded at any time; or
- (b) for any breach of any relevant laws except when the Operator is fined for carrying mud or earth off a building or construction site after discharging their load in which case Boral shall pay any such fine provided that the Operator has complied with Boral's environmental policy and procedures.

### 31. Occupational Health and Safety

#### 31.1 Obligation To Perform The Cartage Work Safely

An Operator shall perform the cartage work safely and in accordance with any legislative, regulatory requirements and Boral's Occupational Health and Safety policy and procedures (provided that they have been inducted into the policy or procedure and provided with a copy of it). Responsibility and accountabilities of the Operator include but are not limited to the following, to:

- (a) co-operate with any reasonable request made by the site supervisor or manager to ensure compliance with the OH&S Act and Boral policy to protect the health, safety and welfare of persons at all times;
- (b) comply with the requirements of the Safety Management Plan responsibilities and accountabilities and associated procedures;
- (c) use equipment that is issued for personal protection and ensure that it is maintained in proper order;
- (d) regularly inspect their work environment during the day and report any hazards to the site supervisor or manager and take corrective action within the limit of their responsibility;
- (e) participate in Emergency Response practice sessions as organised on the site from time to time; and
- (f) participate through the consultation process i.e. yard meetings or Safety Management Plan review committee meetings to review and implement the "Safety Management Plan" (To avoid any doubt, during this time Boral will continue to pay the monthly retainer).

#### 31.2 RTA Requirements

An Operator must ensure that the nominated or relief driver complies with the RTA's requirements related to the number of driving hours and rest periods.



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## 32. Environmental

### 32.1 Obligations

An Operator shall perform the cartage work in accordance with any legislative and regulatory environmental requirements and Boral's environmental policy and procedures (provided that they have been inducted into the policy or procedure and provided with a copy of it). Responsibility and accountabilities of the Operator include but are not limited to the following, to:

- (a) co-operate with any reasonable request made by the plant or site supervisor or manager to ensure compliance with the Environmental Act and Boral environmental policy;
- (b) comply with *the Clean Air Act 26(1)*, which refers to motor vehicles;
- (c) prevent fresh concrete contaminating roadways and cement slurry entering stormwater drains by ensuring chutes are free of excess concrete or loose material prior to leaving the plant and job site;
- (d) not washdown on site without the approval of the customer and only in areas designated by the customer;
- (e) always wash out the mixer and discharge slurry into wash out pits or contained areas; and
- (f) from time to time participate in meetings to, review and implement environmental procedures. The Operator will be paid for all time spent in relation to duties associated with these meetings in accordance with item (L) of Schedule 1. To avoid any doubt, during this time Boral will continue to pay the monthly retainer.

### 33. Good Faith

#### 33.1 Boral Obligation

- (a) Boral may operate its business as it sees fit in its own commercial interest, but must act in good faith, meaning that Boral must not abuse a power or right under this Contract Determination or otherwise to obtain an improper collateral benefit or objective.
- (b) To avoid any doubt this extends to the use of related companies to perform its cartage work.

### 34. Operator's Rights

#### 34.1 Rights

It is an Operator's right:

- (a) to be treated fairly and courteously by all Boral's personnel;
- (b) to access cartage work in accordance with the Access To Cartage Work System set out in Annexure 5;
- (c) if an Operator considers themselves to have been treated unfairly in the allocation of work to sight the relevant Boral documentation at a mutually agreed time;
- (d) where Boral provides an Operator with the mixer, for the mixer to be adequately maintained by Boral so that an Operator is not hampered by excessive mixer downtime;
- (e) in the event of a dispute over any matter, to have the opportunity to present their case to Boral and be impartially judged and to also be represented by their Union delegate or official if requested;
- (f) to consult with the Area Manager in the presence of the delegate regarding work load/plant trucking; and
- (g) to be able to report any improper conduct without fear of reprisal.

### 35. Mixer Ownership

#### 35.1 Applicable Conditions

- (a) A number of Operators own their own mixer and they may continue to operate with their own mixer under this Part B. Set out in Annexure 2 are terms and conditions that apply to these Operators in lieu of the stated provisions in the main body of this Part B.
- (b) In addition to any other rates payable when an Operator owns their own mixer an Operator shall receive the rate in Schedule 1 (I) per load. To avoid any doubt this is a flat payment and attracts no other premium, penalty or surcharge.
- (c) An operator who owns their mixer may elect to change to a Boral owned mixer with 3 months notice.

### **36. Other Conditions**

#### 36.1 Reference

For conditions of engagement of Operators other than those contained in this Part B (such as termination, severance, redundancy, assignment etc) refer to an Operator's Head Contract executed between them and Boral.



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### 37. Leave Reserved

#### 37.1 Matters

Leave is reserved to the parties to apply as they see fit in relation to:

- (a) insurance cover relating to underground work.

## SCHEDULE 1

### RATES

As at 1st of June 2006

Item	Description	Unit	Six Wheeler \$	Eight Wheeler \$
A	Retainer	Per Month	4,406	4,853
B	Load Fee	Per Load	43.60	48.90
C	Kilometre Rate	Per km	2.20	2.54
D	Mixing In Yard	Per Load	43.60	48.90
E	Waiting Time	Per Minute	1.26	1.40
F	Transfer Fee	Per km	1.10	1.27
G	Standby Time	Per Half Hour	15.84	16.55
H	Out of House Surcharge (Mon - Sat)	Per Load	31.68	33.10
I	Own Mixer Rate	Per Load	10.54	12.65
J	Agitating Fee	Per Minute	1.26	1.40
K	Car Travelling	Per km	0.68	0.68
L	Labour Hire	Per Hour	15.84	16.55
M	Out of Hours Surcharge (Sun - Public Hol)	Per Load	39.60	41.38
N	Call Out Fee	Fee	126.72	132.40

## SCHEDULE 2

### MONTHLY RETAINER

#### 1. Monthly Retainer Payment

##### 1.1. Payment

Subject to this Schedule, Boral shall pay an Operator the relevant monthly retainer payment each month as set out in Schedule 1.

##### 1.2. Requirement to Work Regular Days

An Operator must be available to perform the cartage work on the regular days from their allocated start time and until rostered off by Boral. If they are not then their monthly retainer for the next month shall be reduced by the relevant retainer reduction factor for each regular day they are not available to perform the cartage work from their allocated start time and until rostered off by Boral.

##### 1.3. Final Monthly Retainer Payment

If an Operator's engagement ends or is terminated then Boral may deduct from any cartage payment owing to the Operator any amount overpaid on account of a monthly retainer paid in advance by Boral.

##### 1.4. Meanings:

For the purposes of this Schedule the following meanings shall apply:

"regular days" see definition in Dictionary (refer Clause 1)

"retainer reduction factor"

Six Wheeler Vehicle: The dollar amount determined by multiplying the six wheeler retainer rate (Schedule 1 Item A) by 12 then dividing this total by 290.

Eight Wheeler Vehicle: The dollar amount determined by multiplying the eight wheeler retainer rate (Schedule 1 Item A) by 12 then dividing this total by 290.



### SCHEDULE 3

#### RATE REVIEW & COST ITEMS

As at 1st of June 2006

The following is a list of items that constitute the true cost model, the total cost for these items at the start of this Part B and the base cartage information on which initial rates have been developed.

Item #	Description		6 wheeler		8 wheeler
1	Annual Wage	\$	\$31,299.84	\$	32,702.80
2	Slump Allowance	\$	\$912.96	\$	912.96
3	Workers Compensation	\$	3,170.63	\$	3,310.06
4	Annual Leave Loading	\$	601.92	\$	628.90
5	Long Service Leave	\$	521.66	\$	545.05
6	Superannuation	\$	2,816.99	\$	2,943.25
7	Casual Labour	\$	2,640.69	\$	2,757.35
8	Full Comprehensive Vehicle Insurance	\$	1,974.00	\$	2,358.00
9	Public Liability Insurance	\$	420.00	\$	420.00
10	Sick & Accident Insurance	\$	1,058.00	\$	1,058.00
11	Vehicle Funding	\$	17,907.48	\$	21,393.55
12	Registration Costs	\$	1,088.03	\$	2,423.09
13	Green Slip	\$	1,704.55	\$	1,704.55
14	Stamp Duty	\$	593.36	\$	709.93
15	Other Costs	\$	3,779.52	\$	3,779.52
16	Overtime Labour	\$	16,156.80	\$	16,881.00
17	Return on Asset	\$	15,173.00	\$	17,419.00
18	Fuel	\$	12,201.13	\$	11,935.98
19	Tyres	\$	2,248.73	\$	2,788.95
20	R&M	\$	9,385.00	\$	10,392.00
	TOTAL	\$	125,654.29	\$	137,063.94

Base Cartage Information		
Average Loaded Kilometres	9.0	8.5
Loaded Kilometres Total	10855	9887
Total Kilometres Travelled	21710	19774
Average m3 per load	4.9	5.7
Loads Per Annum	1206	1163
Average Productivity	5910	6630

#### 1. Review Period

- (a) The following rate items are to be reviewed each January (annual review) and July (six month review), with the corresponding rate items in Schedule 1 impacted by the review adjusted on the 1st of February and the 1st of August each year respectively.

Item #	Description
18	Fuel
19	Tyres

The July review will involve the sourcing of prices as at the 30th June. Base cartage information will not be reviewed.

Prices for the January review will be based on prices as at the 31st of December and a review of the base cartage information.

- (b) The following rate items are to be reviewed in January each year with the corresponding rate items in Schedule 1 impacted by the review adjusted on the 1st February each year.

Item #	Description
1	Annual Wage
2	Slump Allowance
3	Workers Compensation
4	Annual Leave Loading
5	Long Service Leave
6	Superannuation
7	Casual Labour
8	Full Comprehensive Vehicle Insurance
9	Public Liability Insurance
10	Sick and Accident Insurance
12	Registration Costs
13	Green Slip
15	Other Costs
16	Labour Overtime
17	Return on Asset
20	Repair and Maintenance

Prices for the January review will be based upon prices as at the 31st of December and a review of the base cartage information.

- (c) The following items are to be reviewed every 7 years with the corresponding rate components impacted by the review adjusted on the 15th of July following the review.

Item #	Description
11	Vehicle Funding
14	Stamp Duty

- (d) Despite the provisions in (b) above, should the Award be varied those items affected by any such variation shall be reviewed as:
- (i) part of the January review if the variation is effective in November or December;
  - (ii) part of the July review if the variation is effective in May or June; or
  - (iii) a separate review effective 30 days after the variation is effective if the variation occurs in a month other than November, December, May or June.

#### 1.1 Base Cartage Information Sources

Base cartage information is specific to a particular vehicle configuration for example loads per annum might be 1,300 for six wheelers and 1,250 for eight wheelers. The data gathered should be for the Operator fleet only for the 12 month period prior to the annual review in January (1st January to 31st December) and exclude work done by company vehicles and fleet owners. Information is based on Boral records for vehicles which have worked a minimum of 90% of the period from which the cartage information will be sourced.

- (a) Loads Per Annum - is the average number of loads per annum.
- (b) Loaded Kilometres - is the average docketed distances to the customers job site for delivery, this figure excludes any kilometres travelled for transfers.
- (c) Loaded Kilometres Total - is the average total loaded kilometres travelled. This can be expressed as (Loads Per Annum x Loaded Kilometres).
- (d) Total Kilometres Travelled - is the total round trip distance excluding any kilometres travelled on transfers. This can be expressed as Loaded Kilometres Total x 2.

## 1.2 Description of Review & Calculations

### (a) Rate Component A = Retainer

The annual retainer payment is set at 75% of the sum of the following fixed cost items (Total Fixed Costs). To determine the monthly payment 75% of the Total Fixed Cost is divided by 12 (months). The remaining 25% of the Total Fixed Cost is used to determine the incentive component added to the load fee.

This calculation must be done for each vehicle configuration with applicable source data.

Item #	Description	Rate Review Method
1	Annual Wage	Percentage Increase/Changes in Award Rate
2	Slump Allowance	Change In Actual Cost
3	Workers Compensation	Change In Actual Cost
4	Annual Leave Loading	Varied by changes to Award
5	Long Service Leave	Varied by changes to Award
6	Superannuation	Change In Actual Cost
7	Casual Labour	Change In Actual Cost
8	Full Comprehensive Vehicle Insurance	Change In Actual Cost
9	Public Liability Insurance	Change In Actual Cost
10	Sick & Accident Insurance	Change In Actual Cost
11	Vehicle Funding	Reviewed every 7 years
12	Registration Costs	Change in Actual Cost
13	Green Slip	Change In Actual Cost
14	Stamp Duty	Reviewed every 7 years
15	Other Costs	Based on item varied by either Consumer Price Index or Change in Actual Costs

### Retainer Formula

Item 1 + Item 2 + Item 3 + Item 4 + Item 5 + Item 6 + Item 7 + Item 8 + Item 9 + Item 10 + Item 11 + Item 12 + Item 13 + Item 14 + Item 15 = Total Fixed Cost

Total Fixed Cost x 75% = Annual Retainer Payment

Annual Retainer Payment / 12 = Component A of Schedule 1 (Retainer Per Month)

### Example Six Wheeler

$\$31,299.84 + \$912.96 + \$3,170.63 + \$601.92 + \$521.66 + \$2,816.99 + \$2,640.69 + \$1,974.00 + \$420.00 + \$1,058.00 + \$17,907.48 + \$1,088.03 + \$1,704.55 + \$593.36 + \$3,779.52 =$

$\$70,489.63$  (Total Fixed Costs)

$\$70,489.63 \times 75\% = \$52,867.22$  (Annual Retainer Payment)

$\$52,867.22 / 12 = \$44,05.60$  (Monthly Retainer Payment)

## 2 Description of Items Composing Retainer

### 2.1 Item 1-Annual Wage

Description -this is the annual base wage paid to the driver. The grade used varies by configuration with the appropriate level selected from the award based on vehicle specification. These rates are reviewed annually.

- (a) Source:  
Transport Industry State Award  
Six Wheeler - Transport Worker Grade 4  
Eight Wheeler - Transport Worker Grade 5
- (b) Formula  
Award Rate Per Week x 52 weeks = Item I
- (c) Six Wheeler Example:  
 $52 \times \$601.92 = \$31,299.84$
- (d) Review

With the implementation of the new Federal Workchoices Legislation there is some uncertainty regarding future movements in State Awards. It has been agreed that a fixed rate increase on the existing State Award rate will be applied over the next three years to provide some security in wage movements. The Labour Rate will be sourced from the Transport Industry State Award as at the 1st of January 2006 with increases applied to this rate as follows:

- (a) July 2006 review 4% increase
- (b) July 2007 review 4% increase.
- (c) July 2008 review 4% increase.

These increases are presented in the table below.

	6 Wheeler Rate Per Hour	8 Wheeler Rate Per Hour
Current Rate	\$15.84	\$16.55
01-July-2006	\$16.47	\$17.21
01-July-2007	\$17.13	\$17.90
01-July-2008	\$17.82	\$18.62
	6 Wheeler Rate Per Week	8 Wheeler Rate Per Week
Current Rate	\$601.92	\$628.90
01-July-2006	\$625.86	\$653.98
01-July-2007	\$650.94	\$680.20
01-July-2008	\$677.16	\$707.56

Increases beyond 2008 will be discussed with LOD representatives and if agreement cannot be reached on a suitable increase the appropriate Award Rate covering Concrete Carters will be used for rate calculations or the July 2008 rate which ever is the higher.

### 2.2 Item 2 - Slump Allowance

Description - the allowance paid to concrete drivers as described in the award. This calculation is the same across all vehicle configurations and is reviewed annually

- (a) Source:  
Transport Industry State Award  
Weeks paid 48 (52 weeks minus 2 weeks annual leave and 2 weeks for casual)
- (b) Formula  
Award Slump Allowance Per Week X 48 weeks = Item 2

- (c) Six Wheeler Example:  
 $\$19.02 \times 48 \text{ weeks} = \$912.96$

- (d) Review

With the implementation of the new Federal Workchoices Legislation there is some uncertainty regarding future movements in State Awards. It has been agreed that a fixed rate increase on the existing State Award rate will be applied over the next three years to provide some security in wage movements. The Labour Rate will be sourced from the Transport Industry State Award as at the 1st of January 2006 with increases applied to this rate as follows:

- (a) July 2006 review 4% increase  
(b) July 2007 review 4% increase  
(c) July 2008 review 4% increase

These increases are presented in the table below.

	Slump Allowance
Current Rate	\$19.02
01-July-2006	\$19.78
01-July-2007	\$20.57
01-July-2008	\$21.39

Increases beyond 2008 will be discussed with LOD representatives and if agreement cannot be reached on a suitable increase the appropriate Award Rate covering Concrete Carters will be used for rate calculations or the July 2008 rate which ever is the higher.

### 2.3 Item 3 - Workers Compensation

Description - allowance for workers compensation based on government requirements. The total will vary based on vehicle configuration and is reviewed annually

- (a) Source:  
Government Regulated Allowance for concrete slurry manufacturing Calculated on total labour cost (sum of annual wage, overtime, slump allowance).
- (b) Formula  
 $(\text{Item 1} + \text{Item 16} + \text{Item 2}) \times \text{Workers Compensation Allowance} = \text{Item 3}$
- (c) Six Wheeler Example:  
 $(\$31,299.84 + \$912.96 + \$16,157) \times 6.555\% = \$3,170.63$

### 2.4 Item 4 -Annual Leave Loading

Description - based on award allowance for annual leave loading. Drivers have been allocated 4 weeks annual leave. This value will vary based on vehicle configuration and is reviewed annually.

- (a) Source: Transport Industry State Award
- (b) Formula  
 $\text{Award Weekly Wage} \times \text{Award Leave Loading} = \text{Weekly Leave Allowance}$   
 $4 \times \text{Weekly Leave Allowance} = \text{Item 4}$
- (c) Six Wheeler Example  
 $\$601.92 \text{ (weekly wage)} \times 25\% \text{ (award allowance)} = \$150.48$   
 $4 \text{ (weeks)} \times \$150.48 = \$601.92$

## 2.5 Item 5 - Long Service Leave

Description - allowance for allocation of monies for long service leave. This value will vary by vehicle configuration and is reviewed annually.

- (a) Source:  
Long Service Leave Act as amended
- (b) Formula  
 $13 \text{ (weeks)}/15 \text{ (years)} = \text{Long Service Leave \%}$   
 $\text{Award weekly wage} \times \text{Long Service Leave \%} = \text{Item 5}$
- (c) Six Wheeler Example:  
 $13 \text{ weeks}/15 \text{ years} = 86.6\%$   
 $\$601.92 \text{ (weekly wage)} \times 86.6\% = \$521.66$

## 2.6 Item 6 - Superannuation

Description - payment of superannuation based on statutory requirements. This value will vary by vehicle configuration (due to difference in labour rates) and is reviewed annually.

- (a) Source:  
Superannuation Guarantee Administration Act employer funded % superannuation contribution percentage  
  
Labour Costs is the annual wage component only from Award
- (b) Formula  
 $\text{Item 1} \times \text{superannuation \%} = \text{Item 6}$
- (c) Six Wheeler Example  
 $\$31,299.84 \text{ (annual wage)} \times 9\% \text{ (super \%)} = \$2,816.99$

## 2.7 Item 7 - Casual Labour

Description - allowance for casual labour when driver is on two weeks approved annual leave and their vehicle is required to work. For the remaining two weeks annual leave it has been determined that the vehicle will not be required. This calculation will vary by vehicle configuration and is subject to annual review.

- (a) Source:  
  
The two weeks leave and hours worked component are fixed.  
Transport Industry State Award with rates by vehicle grade  
Casual rate for normal hours is Award rate +15% plus 1/12 leave loading  
Casual Rate for overtime is Award rate +15%  
Superannuation & Workers Compensation calculations use the same methods described previously taking into account rates applicable for casual labour
- (b) Calculation:
  - (i)  $A \times B = C$
  - (ii)  $\{C + (C \times 1/12)\} = D$
  - (iii)  $E \times D = J$
  - (iv)  $(C \times 1.5) \times F = K$
  - (v)  $(C \times 2) \times G = L$
  - (vi)  $J+K+L+H=M$
  - (vii)  $J \times N = O$

(viii)  $M \times P = Q$

(ix)  $(M + O + Q) \times I = \text{Item 7}$

A = Rate Per Hour (Award Grade)  
C = Standard Casual Rate Per Hour  
E = Standard Hours Per Week (38)  
G = Hours At Double Time (4)  
I = # of weeks for casual  
K = Time and Half Weekly Total  
M = Total Per Week  
O = Per week Super Total  
Q = Per week workers comp

B = Casual Labour Loading (15%)  
D = Rate With Leave Loading  
F = Hours at Time & half per week (9.6)  
H = Slump Allowance Per Week  
J = Casual Weekly Wage Total  
L = Double Time Weekly Total  
N = Superannuation Rate (= B item 6)  
P = Workers Comp %

(c) Six Wheeler Example

Casual Labour Costs			
Rates		Weekly Rates Calculation	
Rate	\$ 15.84	Normal Hrs	3.8
loading	15%	Rate	\$ 19.73
standard	\$ 18.22	1.5 hours	9.6
Leave Loading Per Hour	\$ 1.52	2 hours	4
annual leave loading	\$ 19.73		51.6
			1,157.93
	Totals	Per Week	weeks
	\$ 151.80	\$ 75.90	2
	\$ 134.98	\$ 67.49	Slump
	\$ 2,640.69	\$ 1,320.34	2
			\$ 38.04
			\$ 2,353.90

## 2.8 Item 8 - Full Comprehensive Insurance

Description - cost of insuring vehicle based on the value of the vehicle. Value will vary based on vehicle configuration and is subject to annual review.

(a) Source: Quote sourced from agreed supplier. Vehicle value used for the quotation will be based upon the latest Glass's guide valuation at average price level for the initial vehicle specified

(b) Six Wheeler Example

If three years into the contract the Transport Manager will source a quote for a three year old six wheeler Iveco at the average Glass's guide value.

## 2.9 Item 9 - Public Liability Insurance

Description - costs of public liability insurance to cover value specified in the contract determination under clause 7.3 of Part B. Value will not vary based on vehicle configuration and is subject to annual review.

(a) Source:  
Quote sourced from agreed supplier

(b) Example  
\$420 quoted rate

## 2.10 Item 10 - Sick and Accident Insurance

Description - based on \$700 per week with 7 day excess. Value will not vary based on vehicle configuration and is subject to annual review.

- (a) Source:  
Quote sourced from agreed supplier
- (b) Example  
\$1,058

## 2.11 Item 11 - Vehicle Funding

Description - Vehicle funding is based upon a seven year fixed interest rate loan. With costs determined by taking into account the payment of the principle, interest charged and resale value of the vehicle to provide a value for the cash cost of funding. Value will vary based on vehicle configuration and is not subject to review until the end of the first term.

- (a) Source: Compound interest calculation based on fixed rate of 7.95% over 7 years (NAB), purchase price of vehicle based on Operator price for configuration from Boral's current supplier, agreed vehicle disposal value determined at the end of the seven year term. Value varies by vehicle configuration.
- (b) Formula  
A - B = C  
C/D = Item 11  
A = Cost of vehicle and Interest      B = Disposal Value of Vehicle  
C = Cash cost      D = Years (7 years)
- (c) Six Wheeler Example  
CASH COST OF HOLDING VEHICLE  
IVECO 6X4 ULTRA LIGHTWEIGHT AUTO

	\$	Interest (based on 7.95%) \$
Purchase	138,450	
Year 1		10,451
Year 2		9,171
Year 3		7,785
Year 4		6,302
Year 5		4,663
Year 6		2,906
Year 7		1,004
<b>Total Payment</b>	<b>\$</b>	<b>180,732</b>
Cost of Cash	180,732	
Disposal Value at End of 7	55,380	
<b>Cash cost total</b>	<b>125,352</b>	
Years	7	
Per Annum	17,907.48	Fixed value for term of contract



Eight Wheeler Example

	\$	Interest (based on 7.95%) \$
Purchase	165,650	
Year 1		12,500
Year 2		10,961
Year 3		9,294
Year 4		7,510
Year 5		5,539
Year 6		3,425
Year 7		1,137
Total Payment	\$	180,732
Cost of Loan	216,015	
Disposal Value at End of	66,260	
Cash cost total	149,755	
Years	7	
Per Annum	21,393.55	

2.12 Item 12 - Registration Costs

Description - registration of vehicle. Will vary based on vehicle type and is subject to annual review.

- (a) Source: Roads and Traffic Authority
- (b) Six Wheeler Example  
\$1,088.03

2.13 Item 13 - Green Slip

Description - compulsory third party insurance can vary by vehicle type and is subject to annual review.

- (a) Source:  
Qualified insurer sourced by Transport Manager.
- (b) Six Wheeler Example  
\$1,704.55

2.14 Item 14 - Stamp Duty

Description - tax applied for purchase of new vehicle as specified at start of contract. Will vary based on vehicle type and is not subject to review until the end seventh year.

- (a) Source: Based upon government charge and initial purchase price
- (b) Six Wheeler Example  
 $\$138450.00 \times 3.0\% = \$4,153.50$   
 $\$4,153.50 / 7 = \$593.36$

2.15 Item 15 - Other Costs

Description - other fixed costs associated with operating business do not vary based on vehicle type. Costs are reviewed annually with filing fees and drivers licence costs based upon variations in the actual costs. Remaining items will be indexed each year on the 1st of February by the percentage variation in the ABS Sydney All Groups Consumer Price Index for the preceding 12 month period (January - December).

- (a) Source Components
  - (i) Drivers Licence - RTA fee

- (ii) Filing Fee = government statutory charge
- (iii) Accounting Fee, Street Directory, Postage, Telephone, Medical, Bank Charges, Minor Truck Damage, Entity Formation.- based on prices at the start of contract.

(b) Formula

- (i) Drivers Licence = RTA fee
- (ii) Filing Fee = sourced from government statutory charge
- (iii) Accounting Fees + Street Directory + Postage + Telephone + Medical + Bank Charges + Minor Truck Damage + Entity Formation = Other Costs
- (iv) Other Costs x CPI % increase = CPI review other casts
- (v) Drivers Licence + Filing Fee + CPI review other casts = Item IS Total

Example

Annual Drivers Licence price = \$39.00  
Filing Fees= \$200

Accounting Fees	\$	2,604.40
Street Directory	\$	40..63
Entity Formation	\$	156.26
Postage	\$	22.92
Telephone	\$	166.68
Medical	\$	112.09
Bank charges	\$	125.01
Minor Damage	\$	312.53
<b>OTHER COSTS TOTAL</b>	<b>\$</b>	<b>3,540.52</b>

CPI increase = 2%  
 $\$3,540.52 \times 1.02 = \$3,611.33$   
 $\$3,611.33 + \$39 + \$200 = \$3,850.33$

### 3 Rate Component B = Load Fee

The load fee is the sum of the per load rates for overtime, return on asset and incentive payment. Will vary based on vehicle configuration and is reviewed annually.

Item	Description	Rate Review Method
16	Overtime	Change in Award Rate
17	Return on Asset	Sydney All Groups CPI
18	Incentive	Link To Movement In Total Fixed Cost

#### LOAD FEE FORMULA

Overtime Total Cost / Loads Per Annum = Overtime Per Load Rate  
Average Return On Asset /Loads Per Annum = Return On Asset Per Load Rate

#### Incentive Payment

Overtime Per Load Rate + Return On Asset Per Load Rate + Incentive Payment Per Load = Component B Schedule 1  
(Load Fee)

- (a) Six Wheeler Example
  - (i)  $\$16,157 / 1206 = \$13.40$

- (ii)  $\$15,173 / 1206 = \$12.58$
- (iii)  $\$17.62$
- (iv)  $\$13.40 + \$12.58 + 17.62 = \$43.60$

## DESCRIPTION OF ITEMS FOR LOAD FEE

### 3.1 Item 16 - Overtime

Description - calculation of overtime paid during standard hours Monday - Saturday. The total costs for item 16 is converted into a per load charge. Will vary based on vehicle type and is subject to annual review.

- (a) Source: Rate Per Hour - Transport Industry State Award & Labour Rate Review

Overtime - fixed agreed hours (based on 10 hours per week @ time and half Monday to Friday, 2 hours time and half Saturday and 5 hours double time double time Saturday, 230 standard working days and 45 Saturdays, Hours are then discounted by 20% to account for rostering).

Hours	Time & Half Hours	Double Time Hours
Six Wheeler	440	180
Eight Wheeler	440	180

- (b) Review Formula

- (i)  $A \times 1.5 = B$
- (ii)  $A \times 2 = C$
- (iii)  $B \times D = E$
- (iv)  $C \times F = G$
- $E + G = H$

- (c) Six Wheeler Example

Time

$H / I = \text{Overtime Per Load Rate}$

A = Award Rate Per Hour

B = Time and Half Rate

C = Double Time Rate

D = Overtime @ Time & Half (440 hours)

E = Total \$ @ Time and Half

F = Overtime @ Double Time (180 hours)

G = Total \$ @ Double Time

H = Overtime Total Cost

I = Loads Per annum

- (a) Six Wheeler Example

Time & Half Rate  $\$15.84 \times 1.5 = \$23.76$

Double Time Rate  $\$15.84 \times 2.0 = \$31.68$

440 hours x \$ = \$10,454.40

180 hours x \$31.68 = \$5,702.40

$\$10,454.40$  (Time & Half Cost) +  $\$5,702.40$  (Double Time Cost) =  $\$16,156.80$  (overtime total cost)

$\$16,156.80$  (overtime total cost) / 1206 (loads per annum) =  $\$13.40$  (Overtime Per Load Rate)

### 3.2 Item 17 - Returns on Asset

Initial Rate Development - calculated based upon an agreed return on the depreciated value of the vehicle. The return on assets total is developed based upon a premium above the standard term deposit rate. The agreed total return at the start of the contract will be indexed each year on the 1st of February by the percentage variation in the ABS Sydney All Groups Consumer Price Index for the preceding 12 month period (January - December). From the 1st of June 2006 an additional \$2,500 will be added to the current Return on asset figure for both six and 8 wheelers. This new figure will continue to be indexed annually.

(a) Initial Calculation:

Return Premium - fixed at 7.5% above the term deposit rate. Based upon initial return value of 13% and current term deposit rate of 5.5%.

Term Deposit - NAB \$100,000 invested for 12 months, rate at start of contract 5.5% sourced from website (premium = 13% - 5.5% = 7.5%)

Vehicle value - sourced from Glass's guide commercial vehicles valuation based on Iveco average vehicle price.

(i)	Return On Asset Total (Start of Contract)	
	Six Wheeler	\$12,165 per annum
	Eight Wheeler	\$14,321 per annum

(ii)	Return On Asset Total 1st of June 2006		
	Six Wheeler	\$12,673 + \$2,500	= \$15,173
	Eight Wheeler	\$14,919 + 2,500	= \$17,419

(b) Rate Review

The rate review is based upon the Return on Assets Total indexed each year on the 1st February by the percentage variation in the ABS Sydney All Groups Consumer Price Index for the 12 months (January - December ) preceding the rate review period.

Return On Assets Total = Current Return On Assets Total x CPI % Change = Return On Assets Total (new)

Return On Assets "Total (new) / Loads Per Annum = Return on asset per load.

Example

CPI Increase = 2%

Six Wheeler = \$15,173 X 1.02 = \$15,476.46

\$15,476.46 / 1206 = \$12.83

### 3.3 Incentive Payment

Description - 25% of the Total Fixed Costs are transferred to the Load Payment at 1,000 loads per annum. The number of loads (1000) will be a fixed value until January 2009 at which time it could be reviewed based upon relevant productivity levels. The incentive rate will rise and fall as a result of movement in Total Fixed Costs.

Source: Total Fixed Costs

#### Calculation

$$A \times B = C$$

$$C/D = E$$

$$A = \text{Total Fixed Costs} \quad B = \text{Incentive proportion (25\% fixed)}$$

$$C = \text{Incentive Total Value} \quad D = \text{Loads (1000)} \quad E = \text{incentive payment per load}$$

#### Example Six Wheeler

$$\$70,489 \times 25\% = \$17,622.25$$

$$\$17,622.25 / 1000 = \$17.62 \text{ (incentive per load)}$$

### RATE COMPONENT C = Kilometre Rate

The kilometre rate is the sum of the per kilometre unit rates for the fuel, tyres and R&M items. Will vary based on vehicle type, fuel and tyres will be reviewed every six months and annually, R&M annually.

Item #	Description	Rate Review Method
18	Fuel	Change in Actual Cost
19	Tyres	Change in Actual Cost
20	Repair and Maintenance of Vehicle	CPI Impact ABS (6401.0 Table 6)

#### (a) Kilometre Rate Formula

- (i) Fuel Total Cost / Loaded Kilometres Total = Fuel Unit Rate
- (ii) Tyres Total Cost / Loaded Kilometres Total = Tyres Unit Rate
- (iii) Repair & Maintenance total cost / Loaded Kilometres Total = R & M Unit Rate
- (iv) Fuel Unit Rate + Tyres Unit Rate + R & M Unit Rate = Kilometre Rate

#### (b) Six Wheeler Example

- (i)  $\$12,201 / 10855 = \$1.124$
- (ii)  $\$2,249 / 10855 = \$0.21$
- (iii)  $\$9,385 / 10855 = \$0.86$
- (iv)  $\$1.124 + \$0.21 + \$0.86 = \$2.19$  (component C of schedule 1)

## 4 Description of Items for Kilometre Rate

### 4.1 Item 18 - Fuel

Description - cost of fuel per kilometre. Components should be determined based on the average for the Operator fleet for a particular configuration (average load size, kilometres per litre, distance). Rates will vary based on vehicle type and are subject to six month and annual review.

- (a) Source:  
Fuel Price Per Litre - based on diesel fuel rebate prices as charged to the Operator fleet by Boral  
Fuel Usage KM Per Litre - 6 six wheeler 1.45 (fixed), Eight wheeler 1.35 (fixed)
- (b) Formula:
  - (i) Fuel Costs Total
    - (A)  $A/B=C$
    - (B)  $C \times D = \text{Fuel Total Cost}$
  - (ii) Fuel Unit Rate  
Fuel Cost Total / Loaded Kilometres Total = Fuel Unit Rate  
A = Total Kilometres Travelled  
B = Fuel usage kilometres per litre  
C = Litres of Fuel Used  
D = Diesel Fuel Rebate Fuel Price Per Litre

(c) Six Wheeler Example

KM Per Litre	1.45
Price Per Litre	\$0.8149
Paid Distance	9
Total Distance	18
average load	4.9
# loads	1,206
total km	21,710
Litres normal	14,973
TOTAL	\$12,201.13

Kilometre Rate = \$12,201.13 (fuel cost) / 10855 (loaded KM) = \$1.124 per km

4.2 Item 19 - Tyres

Description -rate will vary by vehicle configuration and kilometres travelled per annum are subject to six monthly and annual review.

(a) Source:

- (i) Prices: sourced by Transport manager based on tyre type being used by company fleet. Prices used are the average of two quotes.
- (ii) Life: New tyre 30,000km (new tyres used for steer), retread 25,000 km (retread used for drive tyres) tyre life is a fixed component.
- (iii) Discount: based on 1st year new tyres on new truck 85% (fixed)
- (iv) Extra KM: 2.5% addition on total KM travelled (fixed).
- (v) Punctures: 8 per annum (fixed)

(b) Formula:

(i) New Tyre Costs

Total Kilometres Travelled x 1.025 = Weighted KM

Weighted KM / Tyre Life = # New Tyres Used

# Tyres Used Per Annum x # Steer Tyres = Total New Tyres Used

Total New Tyres Used x Unit Cost = Total Cost New Tyres

(ii) Retread Tyre Costs

Total Kilometres Travelled x 1.025 = Weighted KM

Weighted KM / Tyre Life = # Retread Tyres Used Per Annum

# Retread Tyres Used Per Annum x # Drive Tyres = Total Retread Tyres Used

Total Retread Tyres Used x Unit Cost = Total Cost Retread Tyres

(iii) Total Cost New & Retread Tyres

New Tyre Total Cost + Retread Tyre Total Cost = All Tyre Total Costs  
All Tyres Cost x Discount (85%) = New & Retread Tyre Total Cost

(iv) Cases

Total New Tyres Used + Retread Tyres Used = Total Tyre Use  
Total Tyre Use / 3 (agreed retread life) = # Cases Required Per Annum  
# Cases Required Per Annum x Unit Rate = Cases Total Cost

(v) Disposals

# Cases Required Per Annum = Disposals Required Per Annum  
Disposals Required Per Annum x Unit Rate = Disposals Total Costs

(vi) Punctures

8 per annum x Unit Rate = Punctures Total Cost

(vii) Tyres Total Cost

Total Cost New & Retread Tyres + Cases Total Cost + Disposals Total Cost + Punctures Total Cost = Tyres Total Cost

(viii) Tyres Unit Rate

Tyres Total Cost / Loaded Kilometre Total = Tyres Unit Rate

(c) Six Wheeler Example

TYRE COSTS	Km use	Km Travel (+%)	Tyre Use	Tyres on truck	Total Usage	Unit Rate	Cost
Steer Tyres	30,000	22,253	0.74	2	1.48	\$595	\$883
Recaps	25,000	22,253	0.89	8	7.12	\$170	\$1,211
sub total							\$2,093
Weighed for New Truck						85%	\$1,779
Cases					2.87	\$65	\$186
3 disposal					2.87	\$15	\$43
8 punctures					8.00	\$30	\$240
Total							\$469
weighting						Total	\$2,249

Tyre Unit Rate = \$2,249 (tyre cost) / 10855 (loaded KM) = \$0.207 Tyres Unit Rate

4.3 Item 20 - Repair and Maintenance

Description - the repair and maintenance costs associated with operating a particular vehicle configuration. These costs are reviewed annually indexed each year on the 1st of February by the percentage variation in All Groups CPI for Motor Vehicle Repair & Servicing for the 12 months (January - December) preceding the rate review.

(a) Source:

Based on initial rates supplied by Boral's vehicle supplier based on 1800 hours R&M agreement.  
CPI for Motor Vehicle Repair & Servicing for the 12 months prior to the anniversary date  
Service Agreement Rate (Start of Contract)

Six Wheeler                      \$9,234 per annum  
Eight Wheeler                    \$10,224 per annum

Rates As At 1st June 2006

Six Wheeler	\$9,385 per annum
Eight Wheeler	\$10,392 per annum

6 Wheeler Ave Prod	Dealer Agreement	8 Wheeler Ave Prod	Dealer Agreement
< 1080 loads	1600 hours	< 1080 loads	1600 hours
1080 - 14 10 loads	1800 hours	1080 - 1410 loads	1800 hour
> 1410 loads	2000 hours	> 1410 loads	2000 hours

Note: the service agreement at the start of the contract is based upon 1800 hours, if the average number of loads carted falls outside the productivity range specified for 1800 hours in the above table, a new maintenance contract rate will be sourced from Boral's current vehicle supplier.

(i) Review Example Six Wheeler

CPI increase = 2%

$$\begin{aligned} \$9,234 \times 1.02 \text{ (CPI)} &= \$9418.68 \\ \$9418.68 / 11,050 \text{ (loaded km)} &= \$0.85 \text{ per km} \end{aligned}$$

5. Surcharge Review and Calculations

Description - rates will be adjusted based on the review of previous items included in the calculation of surcharges eg fuel, tyres and R&M. The calculations take into account that fixed costs have been recovered and there is some allowance for lost opportunity or minimum cost payments where applicable. Surcharges will be reviewed at the following periods.

Items	Adjusted	Method
Mixing In Yard	6 Monthly	Change In Actual Cost
Waiting Time	6 Monthly	Change In Actual Cost
Transfer Fee	6 Monthly	Change In Actual Cost
Standby Time	Annual Review	Change In Actual Cost
Out of Hours Surcharge	Annual Review	Change In Actual Cost
Own Mixer Rate	Annual Review	Change In CPI
Agitating Fee	6 monthly	Change in Actual Cost
Car Travelling	Annual Review	Change In CPI
Call Out Fee	Annual Review	Change In Actual Cost

Description of Key Calculations

Variable Per Hour - takes into account fuel and R&M for the appropriate surcharges. The figure is weighted to provide an indication of what these costs would be per hour for a standard load.

Six Wheeler Example

$\$1.124 \text{ (Fuel Rate Per KM)} + \$0.865 \text{ (R\&M Rate Per KM)} = \$1.989 \times 9\text{km (ave lead)} = \$17.901$   
 $\$17.901 \times 0.75 \text{ (loads per hours)} = \$13.42$   
Per Load Pay - accounts for overtime and profit components per load weighted on an hourly basis.

Six Wheeler Example

$\$13.40 + \$12.58 = \$25.98 \text{ (sum of profit \& overtime components per load)}$   
 $\$25.98 \text{ (per load rate)} \times 0.75 \text{ (loads per hour)} = \$19.485$   
Waiting Time Weighting - is a weighting used to compensate the vehicle for time lost before waiting time is charged.  
Labour Rates - for out of hours work double time rates are used based on the appropriate award grade.  
Agitating Fee - is based upon the waiting time rates before weighting is applied



**SURCHARGE CALCULATION SHEET SIX WHEELER**

<b>1 Mixing In Yard</b>	<b>6w</b>		<b>6w</b>			
Per Load				%	Mixing Cost per Load	
	\$	-			\$	-
Per Load Pay	\$	43.60			\$	-
	\$	-			\$	-
<b>Total</b>	<b>\$</b>	<b>43.60</b>	<b>Total</b>		<b>\$</b>	<b>-</b>

<b>2 Waiting Time</b>	<b>6w</b>		<b>6w</b>			
Variables Per Hour	\$	13.42	Variables Per Hour	\$	13.42	100% \$ cost per hour 13.42
	\$	-				
Per Load Pay	\$	19.48	Per Load Pay	\$	19.48	100% \$ 19.48
	\$	-				
<b>Total</b>	<b>\$</b>	<b>32.90</b>	<b>Total</b>		<b>\$</b>	<b>32.90</b>
<b>Per Minute standard</b>	<b>\$</b>	<b>0.55</b>				
Weighting	\$	2.30				
<b>Per Minute Rate</b>	<b>\$</b>	<b>1.26</b>				

<b>3 Transfer Fee</b>	<b>6w</b>
Per KM Cost	
Load	\$ 2.20
One Way \$	\$ 1.10

<b>4 Standby Time</b>	<b>6w</b>		<b>6w</b>			
			Labour	\$	31.68	100% \$ 31.68
Per Load Pay	\$	31.68				\$ -
	\$	-				
<b>Total</b>	<b>\$</b>	<b>31.68</b>	<b>Total</b>	<b>\$</b>	<b>31.68</b>	<b>\$ 31.68</b>
<b>Per Half Hour</b>	<b>\$</b>	<b>15.84</b>				

<b>5 Monday - Saturday</b>	<b>6w</b>		<b>6w</b>
Out Of Hours			Rate \$ 15.84
Rate Per Load	\$	31.68	<b>X2</b> \$ <b>31.68</b>
	\$	-	hours 4
			\$ total 126.72
			Per hour Rate = Per Load Rate

<b>6 Agitating Fee</b>	
Per Minute	\$ 1.26

<b>7 Labour Hire</b>	
Rate Per Hour	\$ 15.84
Note = T.I award rate	

<b>8 Sunday &amp; Public</b>	<b>6w</b>		<b>6w</b>
Out Of Hours			Rate \$ 15.84
Rate Per Load	\$	39.60	<b>X2.5</b> \$ <b>39.60</b>
			Per hour Rate = Per Load Rate

<b>9 Call Out Fee</b>	
Rate	\$ 126.72

#### Owner Mixer Rate

Description: initial rate based upon Boral costs for operating their mixers includes depreciation and R&M.

Review: indexed each year on the 1st of February by the percentage variation in the ABS Sydney All Groups Consumer Price Index for the preceding 12 month period (January - December).

#### 6 Wheeler Example:

CPI Change = 2%

$\$10.00 \times 1.02 = \$10.20$

## ANNEXURE 1

### VEHICLE SPECIFICATIONS

#### Six Wheeler

Vehicles must be able to perform adequately in on and off road applications for mixing, delivery and discharge of concrete.

Selection of transmission, rear axle and power take off ratios must be made to ensure adequate performance of both truck and mixer in all applications.

Prime mover must be no heavier than 6300 kg when loaded full with fuel and water.

Prime mover must be capable carrying a mixer to Boral's specifications which are available on request

Front & rear towing attachments must be installed.

Reversing beeper and a flashing light must be installed.

#### 8 Wheeler

Vehicles must be able to perform adequately in on and off road applications for mixing, delivery and discharge of concrete.

Selection of transmission, rear axle and power take off ratios must be made to ensure adequate performance of both truck and mixer in all applications.

Prime mover must be no heavier than 7600 kg when loaded full with fuel and water.

Prime mover must be capable carrying a mixer to Boral's specifications which are available on request

Front & rear towing attachments must be installed.

Reversing beeper and a flashing light must be installed.

## ANNEXURE 2

### MIXER OWNERSHIP

1. The following clause shall apply in lieu of clause 7.3 of Part B of the Contract Determination:

An Operator shall arrange and keep current insurance cover whilst working under this Determination in respect of:

- (a) motor vehicle comprehensive or third party property;
- (b) motor vehicle compulsory third party;
- (c) worker's compensation for all employees, including casuals of an Operators Company;
- (d) public liability cover to the value of \$10 million;
- (e) public liability for wrong delivery (extension limit of \$500,000); and
- (f) sickness and accident cover.

2. The following clause shall apply in lieu of clause 10.8 of Part B of the Contract Determination:

Where an Operator owns their mixer and they are required to submit their vehicle to the Roads & Traffic Authority for annual inspection, they shall inform Boral four (4) weeks prior to their registration renewal date or on receipt of their inspection notification, whichever is the earlier.

3. The following clause shall apply in lieu of clause 13.2 of this Contract Determination:

- (a) Should a mixer breakdown occur, an Operator will be responsible for the removal of the concrete.
- (b) Boral and its staff will assist where possible and will make available facilities at the plants for hosing out mixers where serious breakdowns prevent the removal of concrete by any other means.

4. The following clause shall apply in lieu of clause 15 of this Contract Determination.

### 15. Provision of Mixer

#### 15.1 Provision of Mixer

The Operator shall be responsible for the provision of a mixer in accordance with the relevant mixer specification for their vehicle configuration and its safe and proper initial fitting to their prime mover in accordance with the specifications of the respective manufacturer's including the supply of "U" bolts, clearance lights and protective chassis/mixer cover plate mutually acceptable to Boral and the Operator.

#### 15.2 Mixer Removal

If a mixer is required to be removed at any time for any reason, the total cost of mixer removal and replacement shall be borne by the Operator.

#### 15.3 Responsibility After Fitting

After the initial fitting of their mixer an Operator shall be responsible for the mixer being properly secured to their vehicle. An Operator shall be responsible for all maintenance and replacement of clearance lights, globes and mud flaps and statutory signs. Mud flaps shall be supplied to an Operator by Boral free of charge.

#### 15.4 Provision Of Crank Shaft Protection

An Operator shall be responsible for the provision of a crank shaft protection mechanism located between the hydraulic drive and the power take off unit.

#### 15.5 Modifications Etc To Mixer

An Operator who owns their own mixer may absent their vehicle from performing the cartage work in any calendar year for up to two (2) working days to effect modifications and fitting work to the mixer. To avoid any doubt, during these two days the Operator will continue to be paid their monthly retainer.

5. The following clause shall apply in lieu of clause 16 of this Contract Determination:

### **16. Mixer Care and Maintenance**

#### 16.1 Washing Out The Mixer

An Operator shall exercise all reasonable care for the mixer. The mixer shall be thoroughly washed out internally and cleaned down externally to ensure that there is not build up of concrete and so as not to affect the mixing efficiency, carrying capacity and visual appearance of the mixer.

#### 16.2 Provision Of Cleaning Materials Etc

All cleaning materials and equipment necessary for cleaning the mixer shall be supplied by Boral and shall comply with any and all statutory requirements and regulations.

#### 16.3 Mixer Repairs

An Operator is responsible for all maintenance and repairs to their mixer.

#### 16.4 Removal Of Hardened Concrete

- (a) Boral shall be responsible for the removal of hardened concrete build up from the inside of the mixer (a process commonly known as de dagging) for the first two occasions in a calendar year, provided that if an Operator carts more than 30% of their loads in excess of 50 mpa, low slump concrete, kerb mix and/or no fines Boral shall be responsible for the first four occasions in a calendar year.
- (b) All de-dagging work will be conducted outside normal working hours or otherwise by mutual agreement between an Operator and Boral.
- (c) All de-dagging will be completed as soon as practicable.

#### 16.5 Provision Of Fuel For The Mixer

An Operator is responsible for the provision of the fuel to run the mixer.

#### 16.6 Damage To Mixer

An Operator shall be responsible for any damage to the mixer except where such damage is caused by Boral, its servants or agents.

#### 16.7 Repairs, Servicing Etc To Mixer

An Operator who owns their own mixer may absent their vehicle from performing the cartage work in any calendar year for up to five (5) working days to affect repairs to the mixer. To avoid any doubt, during these five days the Operator will continue to be paid their monthly retainer.

#### 16.8 Replacement Of Mixer

An Operator who owns their own mixer may absent their vehicle from performing the cartage work in any calendar year for up to five (5) working days to replace the mixer. To avoid any doubt, during these five days the Operator will continue to be paid their monthly retainer.

6. The following clause shall apply in lieu of clause 17 of this Contract Determination:

### **17. Painting and/or Signwriting**

#### 17.1 Boral To Periodically Paint

Boral shall periodically paint and/or signwrite the vehicle to its specification.

#### 17.2 Quality Of Painting

Paint used will be of a quality that is acid resistant and capable of withstanding the arduous conditions of the industry. The painting shall be undertaken by a recognised truck painting contractor and the standard of finish shall be not less than that provided by tradesmen specialising in this field.

#### 17.3 Preparation For Painting

All necessary surface preparations and procedures recommended by the paint manufacturers shall be adhered to. An Operator shall be responsible for the provision of a sound painting surface of the vehicle, including but not limited to the rectification of corrosion, prior to presentation for painting.

#### 17.4 Time Of Painting

All painting is to be done, weather permitting, within the estimated time for the following situations:

- (a) vehicle 10 days;
- (b) prime mover only 5 days; and
- (c) prime mover and mixer frame (not including barrel) 6 days.

#### 17.5 Period Of Painting

A vehicle shall be painted every 5 years or a longer or shorter period by mutual agreement.

#### 17.6 Meaning Of Vehicle

To avoid any doubt, for the purposes of this clause "vehicle" shall mean the complete prime mover and mixer including all their components and external surfaces without exception. The mixer should be removed from the prime mover for painting.

#### 17.7 Unacceptable Paint Finish

In the event that the paint finish of the vehicle is of a standard unacceptable to an Operator, they shall advise Boral prior to the vehicle being removed from the workshop.

#### 17.8 Time Of Painting Excessive

Where painting exceeds the duration stated in clause 17.4 or where a vehicle has to be returned for repainting or painting repairs, an Operator shall be paid by Boral at the rate of item (L) of schedule 1 per hour up to a maximum of eight hours each day.

#### 17.9 Removal Of Logos

An Operator will make their vehicle available to Boral for removal of all "stick on logos" from their vehicle whenever their vehicle is permanently removed from Boral's fleet.

## **ANNEXURE 3**

### **127 STATEMENT**

Section 127 Statement

(On Operator Letter head and addressed to the Transport Manager)

(insert Operator Name) states pursuant to section 127 of the Industrial Relations Act that it has paid all remuneration payable (including all award and/or statutory benefits and amounts) to its employees employed to perform the cartage work covered by this Contract Determination for the three (3) months prior to (insert date of last day of quarter]

## ANNEXURE 4

### SELECTION

The score is determined by cross referencing the table below for the service of the Operator and the age of the Operator's Vehicle and adding together the two scores.

Years of Continuous Service(1)	Score	Vehicle Age	Score
1	2	1	7.5
2	3	2	7
3	4	3	6.5
4	5	4	6
5	6	5	5.5
6	7	6	5
7	8	7	4.5
8	9	8	4
9	10	9	3.5
10	11	10	3
11	12	11	2.5
12	13	12	2
13	14	13	1.5
14	15	14	1
15	16	15	0.5
16	17		
17	18		
18	19		
19	20		
20	21		
21	22		
22	23		
23	24		
24	25		
Thereafter	26		



## ANNEXURE 5

### ACCESS TO CARTAGE WORK SYSTEM

- 1.1 Boral and all Operators believe that Boral, Operators, and fleet owner six and eight wheeler vehicles (in this Annexure "vehicles") should have, as far as operationally practicable, reasonable access to the cartage work.
- 1.2 It is acknowledged by the parties that it is operationally impractical to seek to achieve absolute equality of access to the cartage work.
- 1.3 For the purpose of monitoring and managing cartage work it is agreed that the process described below will be applied to vehicles using the same plant as their nominated plant and that this process may be varied from time to time to best achieve the principle of reasonable access to cartage work by agreement between the Company and Lorry Owner Driver Representatives.1.4 It is agreed that the process for achieving reasonable access to cartage work should not impact Boral's ability to provide customer service and these requirements may from time to time vary the process described.
- 1.4 Reasonable access to the cartage work will be measured by a points system determined method outlined below which may be varied from time to time to best achieve the principles of reasonable access to cartage work by agreement between the Company and Lorry Owner Driver Representatives.
- 1.5 It is the intention of the parties that, to the fullest extent that is operationally practicable, vehicles owned and operated by Boral should achieve levels of productivity comparable with those achieved by Operators undertaking cartage work under similar circumstances.
- 1.6 To avoid any doubt, subject to Boral complying with the system, Boral accepts no liability for any Operator or fleet owner who may for whatever reason, not achieve reasonable access to cartage work.

### 2. Management of Access to Cartage Work

- 2.1 Endeavours to achieve reasonable access to cartage work shall be the responsibility of and managed by Boral, using a combination of:
  - (a) the application of a points system to monitor access to work which will be referred to for decision making in regard to rosters, and transfers;
  - (b) selective rostering of vehicles which have a higher number of points in regard to others by applying start and finishing rosters; and
  - (c) creation of a work pool comprising vehicles identified through analysis as experiencing access to work outside a statistical range.

### 3. Determination of Access to Cartage Work

- 3.1 Reasonable access to cartage work will be measured by plant for vehicles.
- 3.2 Vehicles will be ranked according to the following point system based on work completed:

Item	Points
LOADS CARTED	1 LOAD = 5 points
KILOMETRES TRAVELLED (or part thereof)	1 km = 0.40 points
WAITING TIME	1 MINUTE = 0.20 point

- 3.3 To compensate for Operator/driver behaviour which may impact upon the number of loads carted adjustment factors will be applied to aid in accurately determining reasonable access to cartage work.
- 3.4 Only on regular days (refer to the Dictionary), additional adjustment points will be assigned to vehicles according to the following:

Reason	Adjustment
Late. not available to load at designated start time	15 points
Early Knock Off before 12 noon	25 points
Early Knock Off After 12 noon	15 points
Full day absence without prior approval in accordance with contract	50 points

#### 4. Ranking & Loading

- 4.1 Vehicles will be ranked daily from highest to lowest based on the points system with records held in a Boral database. The database shall be updated continuously on a vehicle by vehicle basis, over a rolling twelve month period recording earned and adjustment points (ie at the end of each calendar day data for the corresponding day of the previous year ceases to be relevant to the system).
- 4.2 On the following day vehicles with the lowest number of cumulative points will be the first vehicles to load and the last vehicles to be rostered off. The determination of the number of vehicles to be rostered off by plant will be subject to Boral's discretion to meet customer requirements. If vehicles are equal in points then the Operators with the least number of adjustment points will be ranked first in the roster.
- 4.3 At the end of every month a statistical evaluation will be run for vehicles over the cumulative total points scored (including adjustment points) from the database and vehicles with a standard deviation considered to be outside an agreed range will be offered the opportunity to participate in a work pool.
- 4.4 Work pool vehicles will be preferentially selected in the order identified from the statistical evaluation to participate in periodic transfers for a period not exceeding one month. These vehicles will be the first selected to transfer to plants which require additional capacity. After the selection of the work pool vehicles standard transfer rules will apply to other vehicles.
- 4.5 If the owner of a vehicle declines the opportunity to become a work pool vehicle for that month they will incur adjustment points to a value that returns them to the average cumulative number of points for their nominated plant.

#### 5. Management System

- 5.1 To facilitate the monitoring and management of these measures Boral shall maintain computer based records of the number of earned points and applied adjustment points by vehicle. It is estimated that this system will run two days in arrears of work completed.  
  
It will be the responsibility of the plant supervisor and Operator representative at that plant to determine adjustment points for each vehicle and ensure they are applied. The results of points by vehicle (including adjustment points) will be posted at the plant.
- 5.2 Out of hours work such as night work and Sundays shall not be included in the points allocation system.
- 5.3 Should an Operator wish to forego participation in the work pool that vehicle shall be allocated adjustment points to a value that returns that vehicle to the average cumulative points applicable at that plant. Thereafter it shall continue in the monthly statistical review. Should a vehicle which has participated in the pool remain eligible for allocation to the pool at the next review occasion, the vehicle may defer participation without adjustment points being applied for that review period only.
- 5.4 New entrants to the Access to Work System shall be allocated points at the end of the month in which they commence equivalent to the previous rolling twelve month period average for all vehicles operating from their nominated plant.
- 5.5 Adjustment points will be applied for all participating vehicles for leave taken on regular days. For the purposes of this clause 5.5 only regular days shall be as defined in the dictionary under "regular day" (d) (when the operator owns the mixer).