

(687)

SERIAL B1322

**TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c.,
CARRIERS CONTRACT DETERMINATION**

Schedule of Contract Determination published on 14.8.1992 and subsequent Variations incorporated

Clause	Award Variation Serial No.	Date of publication	Date of taking effect	Industrial Gazette	
				Vol.	Page
Contract Determination	B1322	14.8.92	On and from 4.7.91	271	89
Annex."A" Sch.1; Annex "B" Sch.2&3	B1445	14.8.92	On and from 1.10.91	271	172
Annex."A" Sch.1; Annex"B" Sch 2.	B4398	14.6.96	On and from 26.10.95	293	344
2(vi)(vii)(viii); Annex."A" Sch.1; Annex"B" Sch 2. & Sch 3.	B9910	9.3.01	First full pay period on or after 18.8.00	322	1163
2(vi)(vii)(viii); Anneexure A, Schedule 1; Annexure B, Schedules 1,2,3	C0797	8.2.02	First full pay period on or after 19.7.01	331	234
2 (vi) (vii) (viii); Annexure A Schedule 1; Annexure B Schedules 1, 2, 3	C1990	22.8.03	On and from 26.6.03	341	142
2, Annexure A & B	C3192	11.2.2005	On and from 1.10.2004	348	530
2, Annexure A & B	C4136	24.2.2006	On and from 4.11.2005	357	623
2, Annexure A & B	C5332	26.1.2007	On and from 20.12.2006	361	1485
2, Annexure A & B	C6631	28.11.2008	On and from 18.7.2008	366	1464
Annexure B	C6879	27.2.2009	On and from 4.11.2008	367	433
2, Annexure A & B	C7044	28.8.2009	From 11.5.2009	368	1734



2, Annexure A & B	C7118	28.8.2009	First pay period on or after 13.7.2009	368	1737
2, Annexure A & B	C7499	24.9.2010	First pay period on or after 16.8.2010	370	545
2, Annexure A & B	C7639	9.9.2011	First pay period on or after 8.8.2011	371	867
Correction to C7639	C7690	18.11.2011		371	1452
2, Annexure A & B	C8186	28.3.2014	First pay period on or after 1.2.2014	376	201

(5023)

SERIAL B9293

TRANSPORT INDUSTRY - REDUNDANCY (STATE) AWARD

Schedule of Consolidated Award Published on 8.9.2000 and Subsequent Variations
Incorporated

Clause	Award/ Variation Serial No.	Date of Publicatio n	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Award	B9293	8.9.2000	On 28.4.2000	318	458
7(iv)	C1587	6.12.2002	On and from 30.8.2002	337	349
3, 11.	C2673	30.7.2004	On 19.3.2004	345	606
7	C3245	21.1.2005	On and from 10.9.2004	348	130
11	C6103	8.2.2008	On and from 31.7.2007	364	1166

CONTRACT DETERMINATION

Basic Wage for Adults: \$121.40 per week

Arrangement

Clause No. Subject Matter

1. Definitions
2. Cartage Rates
3. Responsibility of the Contract Carrier
4. Adjustment of Rates
5. Large Materials
6. Diverted Loads
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8. Haulage Accounts Payments
9. Painting and/or Signwriting
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18. Sub contract Labour
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20. Engagement of Contract Carriers
21. Projects Involving Special and Isolated Costs and/or Disabilities
22. Bridge and Road Tolls
23. Commitment to Training
24. Existing Conditions
25. Leave Reserved
26. Area, Incidence and Duration

ANNEXURE	SYMBOL	SCHEDULES
Cartage Rates	"A"	1 - Quantity/Distance and Hourly Hire rates 2 - Zone/Distance rates
Rise and Fall Formula	"B"	1 - Procedures 2 - Cost Component Formula 3 - Benchmarks 4 - Consultation

1. Definitions

In this contract determination unless the subject matter or context otherwise indicates or requires -

"The Act" shall mean the *Industrial Arbitration Act 1940*.

"Contract Carrier" shall be as defined in the Act.

"Contract of Carriage" shall mean as defined in the Act.

"Contractor" shall mean "Principal Contractor" as defined in the Act.

"Award" shall mean the Transport Industry - Quarried Materials (State) Award published 31 May 1991 (262 I.G. 935) as varied from time to time.

"Union" shall mean the Transport Workers' Union of Australia, New South Wales Branch (registered under the Act as an association of contract carriers).

"Quarried Materials, &c." shall mean any material and/or by-product of any material which has been won or removed from a quarry, sand pit or a mine other than a coal and/or oil shale mine, provided that such material is -

- (a) for use in manufacturing; and/or
- (b) for use in civil or building construction away from the site of the quarry, sandpit or mine; and/or
- (c) to be carted to or from any stockpile.

"Quarried Materials, &c." shall include slag and slag by-products when such material is used for purposes falling within the scope of subparagraphs (a), (b) or (c) hereof.

"Casual Contract Carrier" shall mean a contract carrier who is not included in the seniority list referred to in subclause (ii) of clause 13, Termination of Engagement.

2. Cartage Rates

- (i) The contracts of carriage to which this determination applies shall be based on and paid for at the Zone Rate, applicable from the source of supply.
- (ii) Contract carriers shall be paid at the appropriate rate as contained in Annexure "A" based upon either:
 - (a) the quantity distance rate; or
 - (b) the hourly hire rate,at the minimum load rate specified in clause 19, Minimum Load, for the appropriate Zone as defined in subclause (v) of this clause.
- (iii) Where a contract carrier is required to cart material on a cubic metre basis, payment shall be made at the appropriate quantity distance rate contained in the said Annexure "A" to be calculated by test weighing.
- (iv) The hourly hire rate or dumping rate shall be the rate contained in Schedule 1 of the said Annexure "A" for the following:
 - (a) Non-permitted vehicles involved in external dumping:
 - 2 axle vehicle at J per hour
 - 3 axle vehicle at K per hour
 - 4 axle vehicle at L per hour
 - 5 axle vehicle at M per hour
 - 6 axle vehicle at N per hour
 - (b) Vehicles involved in internal dumping:
 - 2 axle vehicle at O per hour
 - 3 axle vehicle at P per hour
 - 4 axle vehicle at Q per hour
 - 5 axle vehicle at R per hour
 - 6 axle vehicle at S per hour
- (v) Defined Zones:
 - (a) Zone 1 - shall mean within the Sydney regional area (County of Cumberland) and areas bounded by Blue Mountains City Council, Lithgow City Council, Gosford, Wyong, Hawkesbury and Wollondilly Shire Municipal boundaries.
 - (b) Zone 2 - shall mean within the area bounded by the Municipal boundaries of Wollongong City, Kiama and Shellharbour Councils; Shoalhaven and Wingecarribee Shire Councils; Shire of Yarralumla and The City of Queanbeyan; and cartage into and/or out of the Australian Capital Territory.
 - (c) Zone 3 - shall mean within the area bounded by the Municipal boundaries of Lake Macquarie Shire, Great Lake Shire, Port Stephens Shire, Singleton Shire, Dungog Council, Cessnock and Maitland City Councils, including Newcastle City Council and Muswellbrook Shire Council.
 - (d) Zone 4 - shall mean the remainder of the State of New South Wales (excluding the County of Yancowinna).

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- (vi) Where:
- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
 - (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's fuel tax credit subsidy (the Scheme) for that contract of carriage; and
 - (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor; the principal contractor may reduce the cartage rates payable in Annexure "A" of this determination up to a maximum of 0.43% of the rate otherwise payable to the carrier for the performance of that contract of carriage.
- (vii) Should a carrier become ineligible to claim a rebate pursuant to the scheme or the scheme is abolished then the principal contractor shall not be permitted to reduce the cartage rates pursuant to subclause 2(vi).
- (viii) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclauses 2(vi) and (vii).
- (ix) The maximum reduction contained in subclause 2 (vi) shall be calculated according to the following formula:
- (a) $((\text{fuel per litre, less GST} - \text{fuel tax credit per litre}) / \text{fuel per litre, less GST}) \times 100 = (a)$
 - (b) $\text{new weighting for fuel} \times (a) = (b)$
 - (c) $\text{reweighting for fuel} - (b) = \text{maximum reduction in the subclause 2 (vi)}$

3. Responsibility of the Contract Carrier

- (i) The contract carrier has the responsibility to ensure that the load, once accepted, is delivered in accordance with instructions received (whether verbally or in writing) to the nominated destination. Failure to do so may enable the contractor to either withhold payments for the cartage of the load until the matter has been adjusted or, in certain circumstances, recover the cost of the load from the contract carrier.
- (ii) Any disputes will be settled in accordance with clause 15, Disputes Procedure.

4. Adjustment of Rates

- (i) The Cartage Rates contained in Annexure "A" shall be reviewed in accordance with adjustment in the Rise and Fall Formula set out in Annexure "B".
- (ii) Subject to subclause (iii) of this clause, the Cartage Rates set out in Annexure "A" shall be adjusted upon appropriate application every six months, effective on and from 1 April and 1 October and shall be based on the cost levels of the rise and fall components contained in Annexure "B" as at 1 March and 1 September respectively.
- (iii) Where cost changes for other than fuel occur prior to the completion of a six month review period, which would have the effect of changing rates by five per cent or more, rates will be reviewed within one week of notification by either party of the said changes to the other parties to this determination, and come into effect no earlier than 21 days from the date of a decision by the Commission to change the rates.

Where cost changes for fuel occur prior to the completion of a six-month review period, which would have the effect of changing rates by three per cent or more, rates will be reviewed within one week of notification by either party of the said changes to the other parties to this determination, and come into effect no earlier than 21 days from the date of a decision by the Commission to change the rates.

- (iv) Where cartage rates are adjusted pursuant to subclauses (ii) and/or (iii), of this clause, consequential adjustments shall also be made to the Rise and Fall Formula contained in Annexure "B".
- (v) Agreement to any adjustment shall be sought initially through conferences between the parties to this determination.

5. Large Materials

A contract carrier carting materials of dimensions of 150 mm or more shall be paid the appropriate surcharge as prescribed by either H or I of Schedule 1 of Annexure "A".

6. Diverted Loads

- (i) Direct Diversion - Where a load is diverted en route a contract carrier shall be paid the normal kilometre rate per tonne for the total distance travelled from the initial departure from the quarry/depot to the ultimate delivery point of the load.
- (ii) Return to Source and Divered/Dumped - The provisions of subclause (i) of this clause apply up to the point of return. However, the rate for the return journey to the source will be based on fifty per cent of the normal kilometre rate and the cartage thereafter is treated as a new load.

N.B. The additional payments under this clause will not be made where the cause of the diversion is attributable to the contract carrier.

7. Distant Work

- (i) An allowance as per clause 9, Travelling and Living Away Allowances, of the award shall be paid for each night on which a contract carrier has been required by the contractor to live away from home or to travel a distance such as to reasonably preclude the contract carrier from reaching the normal place of residence that night.

Provided that where by prior mutual agreement the contractor has agreed to reimburse the contract carrier's expenses upon production of receipts, such payment shall be made in lieu of the allowance provided for in this subclause.

- (ii) A contract carrier shall be paid the hourly hire rate for the applicable vehicle size as contained in Schedule 1 of Annexure "A" when required to travel empty to or from country work.
- (iii) Subclauses (i) and (ii) of this clause shall not apply where, by mutual arrangement, a contract carrier accepts a transfer to another area/location.

8. Haulage Accounts Payments

Payment of the rates provided for in this determination shall be made to the contract carrier at regular intervals in accordance with the current practice of each location. Provided that such regular intervals shall not exceed one month. Provided further that, for the purpose of this clause, "month" shall mean within 30 days of the period for which payment is due.

9. Painting and/or Signwriting

- (i) Should the contractor require the contract carrier's vehicle to be painted in a distinguishing colour and/or signwritten, the contractor shall -
- (a) Arrange for and bear the cost of having the vehicle painted with a high quality paint, to the satisfaction of the contract carrier.
 - (b) If it is agreed that the contract carrier is to arrange for the vehicle to be painted, then the contractor shall pay to the contract carrier all costs reasonably incurred.
- Notation: Negotiations shall take place between the contract carrier and the contractor prior to the commencement of painting and/or signwriting.
- (c) The contractor shall arrange for repainting of the contract carrier's vehicle as required from time to time.
- (ii) The contract carrier shall make good any damage to paintwork as a result of such contract carrier's negligence.
- (iii) This clause shall not apply to casual contract carriers as defined in clause 1, Definitions, of this determination.

10. Payments Provided for in Rates

- (i) The following leave payments are included in the cartage rates contained in Annexure "A" hereto -
 - (a) 20 days' annual leave together with five days' annual leave loading payment;
 - (b) public holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and Union Picnic Day;
 - (c) a total of 34.8 hours of long service leave per annum;
 - (d) sick leave of 64 hours per annum.
- (ii) The cartage rates contained in Annexure "A" have been structured and weighted to compensate contract carriers for any and all costs and/or expenses incurred through and/or associated with time spent waiting to load or unload their vehicles, except in relation to projects which fall within the ambit of clause 21, Special Projects.
- (iii) The cartage rates contained in Annexure "A" have been structured and weighted to compensate contract carriers for any and all costs and/or expenses incurred through and/or associated with traffic densities and traffic flows occurring within the geographical area which is regulated by this contract determination pursuant to subclause (iii) of clause 26, Area, Incidence and Duration.

11. Local Rules, Instructions and Conditions

Contract carriers shall continue to observe the general rules, instructions and conditions of the contractor which are applicable at the various locations in so far as they are not inconsistent with this determination. The existence of such local rules, instructions and conditions as at the operative date of this determination shall, in all cases, be determined as a matter of fact.

A principal contractor and the union may choose to record any agreed local rules, instructions and conditions by an exchange of letters. Where such agreed arrangements pertain to sale of vehicles, the agreed local rules, instructions and conditions may be included in Annexure "C" to this determination upon appropriate application to the Industrial Commission of New South Wales.

12. Statutory Requirements

- (i) Contractors and contract carriers shall comply with the provisions of all statutes and all regulations made thereunder in relation to the use and/or operation of a motor lorry. Contract carriers agree to effect payment of all lawful fees, licences and taxes in relation to the use and/or operation of their vehicles.
- (ii) Contract carriers shall effect, to the reasonable satisfaction of the contractor, insurance cover in relation to -
 - (a) motor vehicle third party personal;
 - (b) motor vehicle third party property;
 - (c) workers' compensation coverage of persons who may from time to time be employed by the carrier;
 - (d) adequate personal sickness and accident cover;
 - (e) public liability - minimum \$1,000,000.

13. Termination of Engagement

- (i) A contractor may terminate the services of a casual contract carrier as defined in clause 1, Definitions, of this determination, without notice.
- (ii) A list of regular contract carriers shall be maintained by each contractor and contract carriers' union delegate for each location.
- (iii) The seniority of contract carriers shall be governed by the existing local rules in each place of engagement.
- (iv) A contractor may terminate, with a minimum of three months' notice, the contract of carriage of a regular contract carrier where there is a downturn in demand or with a minimum of one month's notice where there is evidence of continuing unsatisfactory performance or conduct by the contract carrier. Provided that a contractor shall have the right to terminate the contract of carriage of any contract carrier without notice for serious and wilful misconduct.
- (v) A contract carrier may terminate his contract of carriage with a minimum of one month's notice.

14. Acquisition of Additional Vehicles

- (i) A contractor may acquire additional vehicles or replace existing ones at such contractor's absolute discretion. Provided that, in exercising such discretion, due regard shall be had by the contractor to the likely effect of such additional trucks on the earnings of regular contract carriers when acquiring additional trucks.
- (ii) Prior notice will be given by a contractor of an intention to either increase or decrease the regular contract carrier's fleet.
- (iii) Where a dispute arises in respect of this matter, including a dispute in relation to the appropriate termination arrangements for contract carriers who have had engagements terminated due to changes in industry demand or company restructuring, the parties hereto agree to follow the provisions of clause 15, Disputes Procedure.

15. Disputes Procedure

- (i) In the event of a dispute, the contract carrier's union delegate and a representative of the contractor shall attempt to resolve the dispute by discussions at the site.
- (ii) In the event of failure to resolve the dispute by the above procedure, an organiser or other official of the union shall take part in further discussions with representatives of the contractor in order to settle the dispute.
- (iii) If the dispute still remains unresolved, the contractor or the union may notify the dispute in accordance with the *Industrial Arbitration Act 1940*.
- (iv) Normal work shall continue during any negotiations/proceedings which are being undertaken in accordance with this clause.

16. Union Delegates

A regular contract carrier appointed as a union delegate shall, upon notification thereof to the contractor by an official of the union, be recognised as the accredited representative of the union on the site.

17. Preference of Engagement

- (i) Contract carriers engaged by contractors shall be financial members of the union.
- (ii) Subject to the provisions of this clause, absolute preference in engagement of a regular contract carrier under a contract of carriage shall be given to contract carriers who are members of the union.
- (iii) Such preference shall be limited to the point where a member of the union and a person who is not such a member are offering for engagement under a contract of carriage at the same time and, in the case of reduction of numbers, to the point where the contract of carriage of either such a member or such a person is to be terminated.
- (iv) Subject to the other provisions of this clause absolute preference in engagement of a casual contract carrier shall be given to a member of the union who is offering for engagement at the same time as a casual contract carrier who is not a member of the union.

18. Subcontract Labour

- (i) A contract carrier shall not employ any person without the prior approval of the contractor. Such approval will not be unreasonably withheld.
- (ii) A contract carrier employing such a person shall observe the terms and conditions of the award.

19. Minimum Load

The minimum load rate payable under this determination is twelve tonnes except where a vehicle has a legal carrying capacity of four tonnes or less, in which case the rate payable shall be on the actual tonnage carried calculated up to the closest tonne.

20. Engagement of Contract Carriers

A contract carrier who does not supply a vehicle approved by the contractor or who, personally, is not approved by the contractor, shall not be engaged in a contract of carriage. Provided that such approval shall not be unreasonably withheld.

21. Projects Involving Special and Isolated Costs and/or Disabilities

- (i) In relation to special projects which involve unusual costs and/or disabilities, the parties to this contract determination shall meet to discuss the appropriate remuneration that should be paid for the project in question.
- (ii) In the event of the parties failing to reach agreement in relation to the appropriate remuneration, the provisions of clause 15, Disputes Procedure, shall be applied.
- (iii) In the resolution of any disagreement concerning (i) hereof, the overriding concept is that the Industrial Commission of New South Wales must be satisfied that any claim under this clause will not be a vehicle for general improvements in remuneration and that the circumstances warranting the improvement are of a special and isolated nature.

22. Bridge and Road Tolls

Where the kilometres for a specific destination have been calculated by the shortest route and that route involves the payment of a bridge or road toll, then the contract carrier shall be reimbursed by the contractor accordingly.

23. Commitment to Training

The parties to this contract determination recognise the mutual benefits to be gained through a greater commitment to training, and accordingly each party commits itself to developing appropriate training programs in order to increase the productivity and efficiency of the quarry industry and to meet its future needs.

24. Existing Conditions

As per documents tendered in proceedings No. 1494 of 1985 on 13 March 1986 before the Honourable Mr Justice Liddy.

25. Leave Reserved

- (i) Leave is reserved to all parties hereto to amend the schedules of cartage rates in Annexure "A".
- (ii) Leave is reserved to amend clause 1, Definitions, to include additional materials in the definition of "Quarried Materials, &c.".
- (iii) Leave is reserved to vary the Rise and Fall Formula as contained in Annexure "B".
- (iv) Leave is reserved to include in this determination any provision which may be recommended by a proposed working party having terms of reference to examine the feasibility and practice of additional work "when a contractor by mutual agreement with the contract carrier makes available an additional load or loads on the return original journey".
- (v) Leave is reserved to the union to apply in regard to the exemption from this contract determination of municipal, city and shire councils.
- (vi) Leave is reserved to the union to apply in regard to the concept of occupational superannuation.
- (vii) Leave is reserved to the union to apply in regard to appropriate termination arrangements for contract carriers who have had their engagements terminated due to changes in industry demand or company restructuring.
- (viii) Leave is reserved to the union to apply in regard to hourly hire rates for permitted vehicles when operating on other than internal dumping.

26. Area, Incidence and Duration

- (i) Where a prior agreement is inconsistent with or deals with a matter dealt with in this determination, the latter will prevail and the prior agreement, to the extent of the inconsistency or in relation to the matter dealt with, is rescinded.
- (ii) Subject to subclause (iii) of this clause, this determination shall apply to all contracts of carriage of "Quarried Materials, &c.", as defined in clause 1, Definitions, and all other work prescribed herein with the exception of such contracts which are regulated by Industrial Agreement no. 7015 between the Commissioner of Main Roads, New South Wales, and the union, or any agreement made and registered in substitution therefor.
- (iii) This determination shall apply to all contractors (other than municipal, city and shire councils) and contract carriers engaged in or in connection with such work within the State of New South Wales (excluding the County of Yancowin).

ANNEXURE "A"

CARTAGE RATES

SCHEDULE 1: QUANTITY/DISTANCE AND HOURLY HIRE RATES

Quantity/ Distance + Hourly 2009/10

Symbol	Item	Rate \$	Unit
F.F	Flag Fall	4.24	Per Tonne
A		0.25	Per Tonne
B		0.23	Per Tonne
C		0.22	Per Tonne
D		0.19	Per Tonne
E		0.18	Per Tonne
F		0.17	Per Tonne
G		0.16	Per Tonne
H	Large Material	1.28	Per Tonne
I	Large Material 600+ material	2.16	Per Tonne

Quantity/Distance + Hourly 2011

Symbol	Item	Rate \$	Unit
F.F	Flag Fall	3.988	Per Tonne
A		0.235	Per Tonne
B		0.214	Per Tonne
C		0.203	Per Tonne
D		0.181	Per Tonne
E		0.171	Per Tonne
F		0.161	Per Tonne
G		0.152	Per Tonne
H	Large Material	1.201	Per Tonne
I	Large Material 600+ material	2.029	Per Tonne

External Hourly Rates 2011

J	2 Axle Vehicle	54.96	Per Hour
K	3 Axle Vehicle	66.12	Per Hour
L	4 Axle Vehicle	76.69	Per Hour
M	5 Axle Vehicle	98.81	Per Hour
N	6 Axle Vehicle	104.51	Per Hour

External Hourly Rates 2013

J	2 Axle Vehicle	58.42	Per Hour
K	3 Axle Vehicle	70.28	Per Hour
L	4 Axle Vehicle	81.52	Per Hour
M	5 Axle Vehicle	105.03	Per Hour
N	6 Axle Vehicle	111.09	Per Hour



Internal Hourly Rates 2011

O	2 Axle Vehicle	72.69	Per Hour
P	3 Axle Vehicle	76.06	Per Hour
Q	4 Axle Vehicle	88.19	Per Hour
R	5 Axle Vehicle	113.66	Per Hour
S	6 Axle Vehicle	118.57	Per Hour

Internal Hourly Rates 2013

O	2 Axle Vehicle	77.27	Per Hour
P	3 Axle Vehicle	80.85	Per Hour
Q	4 Axle Vehicle	93.74	Per Hour
R	5 Axle Vehicle	120.82	Per Hour
S	6 Axle Vehicle	126.04	Per Hour



SCHEDULE 2: ZONE/DISTANCE RATES

Contract carriers shall be paid flag fall plus appropriate distance rate for the applicable zone as defined in subclause (v) of clause 2, Cartage Rates.

Distance Km.	Zone 1	Zone 2	Zone 3	Zone 4
0.25	A	D	D	
26-50	B			F
51-100	C	E	E	
101 plus	F	F	F	G

ANNEXURE "B"

RISE AND FALL FORMULA SCHEDULE 1: PROCEDURES

1. Variations to the rates detailed in Annexure "A" shall be made by the Industrial Relations Commission of New South Wales upon application.
2. Variations shall be established by ascertaining the percentage change in the various cost components contained at Schedule 3, Benchmarks from the time the last variation of the rates was calculated to the specified Review Date:
 - 2.1 The Review Date shall be: 1st June
 - 2.2 If for any reason a relevant figure is not available or obtained at the Review Date the latest available figure is to be taken. Adjustment will be made when figures are next determined for the difference between figure at the Review Date and the figure used as calculated above.
 - 2.3 The latest available figures for each component will then be expressed as a percentage increase of the figure last used for that component in the previous rise and fall calculation.
 - 2.4 The Percentage Increase/Decrease calculated for each component is then to be applied to the percentage of total cost of that component to drive the new percentage of Total Cost figure.
 - 2.5 The sum of the new percentage of Total Cost figures minus 100% shall be the Percentage Increase to apply. All costs are to be the latest available from the source reference as at 1 June. All rates for symbols F.F. and A through to I are to be expressed to 3 decimal points. When preparing schedules of rates payable per unit quantity for various distances, the rates for flag fall and the distance are to be calculated each using 3 decimal points and the final figure from the addition of the flag fall and the "distance" amount then rounded to two decimal points. When calculating rates per cubic metre, the final figure per tonne to 3 decimal points from the addition of the flag fall and the distance is to be multiplied by the relevant conversion factor, and the resultant figure then rounded to two decimal points to obtain the rate per cubic metre.
 - 2.6 Following each application of the formula, the cost components shall be re-weighted to indicate the new percentage.
 - 2.7 If the non-labour cost components, excluding fuel, increase between adjustments to the extent that it causes an increase to the total rate of 3 percent or more, then an interim adjustment to the rates may be applied for and made.
3. The resulting percentage change shall be applied to all rates in Schedule 1 of Annexure "A" hereto.
4. A variation to the rates shall not be retrospective in operation.

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5. The variation to the rates shall be effective from the date determined by the Industrial Relations Commission (such date should not be before one month after the Review Date), provided that principal contractors have sufficient time to give appropriate notice to their customers.
 6. The parties shall confer with a view to reaching agreement on any application for adjustment to the rates.
 7. Cost Recovery for variations in the Price of fuel:
 - (1) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
 - (2) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel on the following basis:
 - (a) an application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to occur is at least one calendar month after the last occasion upon which a rate adjustment became operative;
 - (b) subject to paragraphs (c) and (d) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
 - (c) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is below or above any minimum threshold amount; and
 - (d) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
 - (3) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (2) hereof to be heard and determined at the earliest possible time, including but not limited to, consenting to have the Industrial Relations Commission of New South Wales hear and determine any such application within 48 hours from the initial listing of the application.
 - (4) The fuel index, reflecting current rates is 143.64 cents. This is exclusive of GST.



SCHEDULE 2: COST COMPONENT FORMULA

Component	New weighting
Wages including Maintenance Labour	33.31570
Fuel and Oil	24.20036
Repair Parts	12.25982
Tyres	3.83408
Depreciation	7.94701
Rego	3.30723
Other Fixed Costs	15.13580
TOTAL	100.00000

SCHEDULE 3: BENCHMARKS

Applications for adjustment shall be made by reference to movements in the following benchmarks for each of the following cost components.

Component	Benchmark	Confirmed Base	Source of figures to be used
Labour	Road Transport and Distribution Award 2010	710.98	Road Transport and Distribution Award 2010 - NSW Transitional Rate for a Grade 5 Driver
Fuel	AIP NSW State weekly average for the retail price of diesel at 1 September 2013	158.00	http://www.aip.com.au/pricing/retail/diesel/index.htm
Repair Parts	ABS Consumer Price Index (CPI), Transportation Group, Maintenance and Repair of Motor Vehicles	105.60	Australian Bureau of Statistics Consumer Price Index Series 6401.0 September Quarter 2013
Tyres/ Accessories	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Spare Parts and Accessories for Motor Vehicles	100.30	Australian Bureau of Statistics Consumer Price Index Series 6401.0 September Quarter 2013
Depreciation	ABS Consumer Price Index (CPI), Transportation Group, Private motoring, Motor Vehicles	96.10	Australian Bureau of Statistics Consumer Price Index Series 6401.0 September Quarter 2013



Registration	Registration and Green Slip Insurance Cost (no excess cost) of a 3 axle truck, without trailer, working and garaged in the Sydney Metropolitan Area with a tare weight of 10 tonne and a registered GVM of greater than 16 tonne. Shape code: TPR. Avg year: 2000, Avg age driver: 40	Registration:	Roads and Traffic Authority (Registration) and GIO Insurance (Green Slip)
		Registration Fee = \$60.00 (not including GST)	
		Road use charge = \$880.00 (not including GST)	
		Heavy Vehicle Inspections = \$204 (including GST)	
		Total for Registration = \$1144	
		Green Slip = \$4664.96	
		Total = \$5,808,94	
Other Fixed Costs	ABS Consumer Price Index (CPI), Sydney All Groups	104.30	Australian Bureau of Statistics Consumer Price Index Series 6401.0 September Quarter 2013

SCHEDULE 4: CONSULTATION

Adjustments to the Cartage Rates detailed in Annexure "A" must be determined in accordance with the procedures set out in Annexure "B", Schedule 1.

Applications may be made no more than twice each year.

Prior to an application being made to adjust the Cartage Rates in accordance with clause 4(ii), a representative of the party wishing to make an application must contact all other parties to the contract determination (i.e. the principal contractors or their representatives; or the Union, as the case may be) and seek to arrange a meeting with the representatives of those parties for the purposes of determining adjustments to the Cartage Rates.

The parties must attempt to determine the current costs by reference to the latest available published figure for each of the sources as listed in Annexure "B", Schedule 3. Where the parties agree, the parties will then sign the source of documents from which the figures were obtained.

The representatives of the TWU and principal contractors will then prepare a document which sets out the agreed variation in rates to apply from a particular date.

The document should set out the following details:

Component	Base figures used in		Percentage of cost	
	Previous calculation	This calculation	After previous calculation	After this calculation
Wages				
Fuel				
Repair Parts				
Tyres				
Depreciation				
Registration				
Other Fixed Costs				

The parties may make a joint application under section 320 of the Industrial Relations Act 1996 (NSW).

If the parties are unable to agree on the appropriate source documents or figures to be used, a party may make an application under section 320 of the Industrial Relations Act 1996 (NSW).

The parties agree that, for the calculation of the first increase due under this formulae, (i.e., the increase to apply from 1.4.91 only) the following will occur to make allowance for the fact that increases in rates are now to occur from 1 April and 1 October as compared to 1 February and 1 August, as is currently the case.

The percentage increases calculated using the agreed formulae for each of the components of repair parts, tyres, depreciation and other fixed costs will be increased by a further 33.33 per cent. This figure is used as being representative of two months of increases (i.e., 2 months of a 6 months increase = 33.33 per cent).

The percentage increase used for wages, fuel and oil, and registration, will be the percentage increase between the figures shown as the confirmed base as at 1.7.90, and the respective figures as at the first Monday of March 1991.

The base figures for the initial rise and fall calculation were -

Symbol	Item	Rates \$	Unit
F.F.	Flag Fall (\$2.433)	2.433	Per Tonne
A		0.143	Per Tonne
B		0.132	Per Tonne
C		0.122	Per Tonne
D		0.111	Per Tonne
E		0.105	Per Tonne
F		0.099	Per Tonne
G		0.094	Per Tonne
H	Large Material 150-600 mm	0.733	Per Tonne
I	Large Material plus 600 mm	1.239	Per Tonne
J	2 Axle Vehicle	33.53	Per Hour
K	3 Axle Vehicle	40.36	Per Hour
L	4 Axle Vehicle	46.80	Per Hour
M	5 or 6 Axle Vehicle	60.31	Per Hour