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SERIAL C8162

## HANSON CONSTRUCTION MATERIALS PTY LIMITED CONCRETE CARRIERS CONTRACT DETERMINATION

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## DETERMINATION

### Table of Contents

Clause No.	Subject Matter
1.	General Terms and Conditions
1.1	Definitions
1.2	Term of Contract Determination
1.3	Acknowledgement
2.	Hanson Policies and Procedures
2.1	Policies and Directives
2.2	Management Procedures
2.3	Company Initiatives
3.	Insurance and Risk
3.1	General
3.2	Required Policies
3.3	Insured's Obligations
4.	Rates and Payments
4.1	Rates Payable
4.2	Rise and Fall Rate Adjustments
4.3	Method of Payment
5.	Adjustments
5.1	General
5.1.1	Mixer breakdown/Agitator in Workshop
5.1.2	Payments for deliveries greater than the defined distance
5.1.3	Stand-By
5.1.4	After Hours Surcharge
5.1.5	Diversion
5.1.6	Waiting Time
5.1.7	Transfer fee
5.1.8	Dump Fee
5.1.9	Blow Back
5.1.10	Plant Mix Fee
5.1.11	Material Transfer Fee
5.1.12	Multiple Discharge Points

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6. The Carrier's Obligations
    - 6.1 The Carrier's Obligations to Provide a Truck
    - 6.2 Availability of Truck & Driver
    - 6.3 Mass Management
    - 6.4 Fatigue Management
    - 6.5 Road Laws
    - 6.6 Truck Maintenance
    - 6.7 Navigation
    - 6.8 No Liability for Loss of Profits or Opportunity
    - 6.9 Only Nominated or Approved Relief Drivers to Make Deliveries
      - 6.9.1 Nominated Drivers
      - 6.9.2 Relief Drivers
    - 6.10 Training Courses
    - 6.11 Fully Licensed and Trained
    - 6.12 Drug and Alcohol Testing
    - 6.13 Reporting of Defects, Loss or Theft
  7. Responsibility for Load and Slump Control
    - 7.1 Delivery Ticket
    - 7.2 Payment Withheld
    - 7.3 Returned Concrete
    - 7.4 Spillages and Site Cleaning
    - 7.5 Cash on Delivery (COD)
    - 7.6 Breakdowns
  8. Loading
    - 8.1 Size of Load
    - 8.2 Loading Order
    - 8.3 Legal Load Limits
    - 8.4 Use of Despatch, Communication and GPS Technology
    - 8.5 Scheduling and Despatch
  9. Safety
    - 9.1 Hazardous Site
    - 9.2 Bogged Vehicles
    - 9.3 Injury and / or Damage
  10. Uniforms
    - 10.1 Driver Presentation and Protective Clothing
    - 10.2 Hanson Provision
  11. Painting and Signage
    - 11.1 Hanson Requirements
    - 11.2 Re-painting

12. Provision of Agitator
  - 12.1 Supply
  - 12.2 Safe Fitting
  - 12.3 Removal
  - 12.4 On-Going
  - 12.5 Ownership
  - 12.6 Cleaning of Agitators and Vehicles
  - 12.7 Maintenance
  - 12.8 De-Dagging
  - 12.9 Transfer of Mixer
  
13. Contract Administration
  - 13.1 Contract Administration Personnel
  - 13.2 Superannuation and Workers' Compensation
  - 13.3 Proper Law and Jurisdiction
  - 13.4 Confidential Information
  - 13.5 Notices
  - 13.6 Plant Storage - the Carrier's Equipment
  - 13.7 Tax Invoices
  - 13.8 GST
  - 13.9 Indemnity
  - 13.10 Privacy
  
14. Fleet Size
  
15. Disciplinary Procedure
  - 15.1 Warning Process
  
16. Disputes
  - 16.1 Dispute Resolution
  - 16.2 Procedure for Dispute Resolution
  
17. Termination or Assignment of the Carriers Contract
  - 17.1 Assignment of the Carriers Contract
  - 17.2 Termination upon Insolvency
  - 17.3 Termination of Contracts of Carriage for Commercial Reasons
  - 17.4 Termination of Carriers Contract for Material Breach or Serious Misconduct
  
18. Amenities
  
19. Safety Net

#### APPENDICES

- A Utilisation & Rise and Fall Calculation.
- B Additional Charges and Corrections
- C Rise and Fall Adjustment Definitions, Frequency and Methodology
- D Utilisation Rates
- E Truck Specifications

## 1. General Terms and Conditions

### 1.1 Definitions

In this agreement, unless the contrary intention appears:

- (a) "Age of Truck" will be measured from the date of manufacture as per the compliance plate affixed to the truck.
- (b) "applicable utilisation " means, subject to clause 4.2, the number of loads paid in relation to a twelve (12) month period,
- (c) "business day" means a day other than Sunday or a public holiday in the state in which the carrier operates.
- (d) "concrete" means a mixed, blended or batched product that, regardless of any other constituent, contains:
  - (i) cement, aggregate, sand and water;
  - (ii) mortar containing cement sand and water;
  - (iii) grout containing cement, sand and water;
  - (iv) slurry containing cement and water; or
  - (v) binders containing cement and sand,
  - (vi) Individual sand or aggregates itemsregardless of the method of production, laying or description of the finished product in which that product is to be used.
- (e) "customer" means a customer of Hanson or associated companies.
- (f) "Carrier" shall mean a single operator owner driver trading as an incorporated body (where the operator owner driver is a director and controlling shareholder of the incorporated body) who is engaged under a contract of carriage with the Principal Contractor as defined.
- (g) "Carrier's Representative" means in respect of The Carrier, the nominated driver of the vehicle owned by the Carrier or such other person as is agreed to in writing by the Carrier and Hanson from time to time.
- (h) "cartage services" means the loading, cartage and discharge of concrete or other product, by the Carrier, at the direction of Hanson or its duly authorised employees, or agents.
- (i) Contractor shall mean the Principal Contractor as defined in the Act. The Principal Contractor in this Contract Determination is Hanson Construction Materials Pty Ltd.
- (j) "Defined Distance" means the distance specified in Appendix C which is the distance to which the Standard Load rate applies, without incurring an extra distance payment.
- (k) "Extra Distance Payment" means an additional payment to the Standard Load Rate for deliveries that exceed the defined distance and is paid in set increments as specified in Appendix B.

- (l) "Fleet" means all trucks engaged by Hanson, either company owned or operated under the control of this Contract Determination to cart concrete or concrete related products
- (m) "GST" means a Goods and Services Tax or like tax payable in respect of a supply under this Contract Determination
- (n) "Hanson" means Hanson Construction Materials Pty Limited (ABN 90 009 679 734).
- (o) "Hanson's Representative" means the person, or the nominee of the person, for the time being acting as Regional Logistics Manager of Hanson, or such other officer as Hanson nominates.
- (p) "Mixer" shall also mean Agitator and vice versa.
- (q) "Nominated Driver" means the person who is both the controlling shareholder and a director of the Carrier and is nominated in writing by the Carrier and approved by Hanson to be the driver of the vehicle specified by the Carrier and approved by Hanson to provide cartage services under this Contract Determination.
- (r) "person" includes a firm, body corporate, unincorporated association or a government body, and a reference to a group of persons includes all of them collectively, any 2 or more of them collectively and each of them individually.
- (s) "plant" means the batching plant from which a load of concrete or other related material is despatched.
- (t) "procedure" means a lawful method, system or manner of working to be employed in performing work under this Contract Determination which has been communicated to the Carrier by or on behalf of Hanson by way of one of the following methods; Email (where available), Memo posted on drivers notice boards or as recorded in plant meeting minutes.
- (u) "quarter" means a period of three calendar months
- (v) "Relief Driver" is a driver engaged to operate a Carriers truck under clause 6.9.2
- (w) "standard hours" means the hours between 06:00 and 16:00 on weekdays and 06:00 and 13:00 on Saturdays.
- (x) "Standard Load Rate" means a fixed payment calculated in accordance with Appendix B made for the cartage of a load under this Contract Determination for any distance up to and including the defined distance, irrespective of load size.
- (y) "Table of Rates" means the Table of Rates shown in Appendix D.
- (z) "truck" means a prime mover of a type or model (howsoever specified) approved by Hanson.
- (aa) "vehicle" means a truck (as defined) approved by Hanson to be utilised by the Carrier to provide cartage services.
- (bb) "Written Authority" means any document that bears the signature of Hanson's Representative or the Carrier's Representative as the case may be.

- (cc) "workday" is a day on which work is usually done, being Monday through to Saturday inclusive, but excluding Public Holidays.
- (dd) The singular includes the plural and vice versa.
- (ee) A reference to a person (including a party) includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
- (ff) A reference to a thing (including a payment) is a reference to the whole or any part of it.
- (gg) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day.
- (hh) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

## 1.2 Term of Contract Determination

- (a) This Contract Determination shall take effect from 1st January 2014, and shall remain in force for a period of three (3) years (unless varied by written agreement prior to that time). Notation: this Contract Determination represents a ten (10) year commitment by both parties. This Contract Determination rescinds and replaces Hanson Construction Materials Pty Limited Concrete Carriers Contract Determination, published 7 October 2005, (354 I.G. 272).
- (b) Where The Carrier exercises its right to assign its cartage contract granted hereunder the assignee of that cartage contract will be subject to the Contract Determination expiry date in (a).

## 1.3 Acknowledgement

The Carrier acknowledges, represents and warrants to Hanson that, immediately prior to the Carrier being engaged under this Contract Determination:

- (a) Has made its own enquiries and obtained independent advice on all aspects of this Determination.
- (b) Understands that Hanson does not guarantee to provide continuous or regular work.
- (c) Understands that the amount of any profit or return to the Carrier is wholly dependent on the state of the concrete market and the consistency and professionalism with which the Carrier provides cartage services to Hanson.
- (d) Is aware that Hanson has not provided any legal or taxation advice to the Carrier.
- (e) Has familiarised itself with the range of loading and unloading conditions likely to prevail at all concrete loading and discharge points and with the type and duration of the minor delays which are common throughout the concrete industry.
- (f) Understands that, throughout the term of this Contract Determination it would be prudent for the Carrier to make its own assessment of the benefits arising from this Contract Determination.
- (g) Understands and accepts that the applicable standard load rate is the rate payable to the Carrier for any concrete delivery up to the Defined Distance, irrespective of load size.
- (h) The Carrier, its Nominated or Relief Driver

- i. are not the legal representative, agent, Joint Venture, Partner or Employee of Hanson for any purpose whatsoever.
  - ii. has no right or authority to assume or create any obligations of any kind or to make any representations or warranties, wether express or implied on behalf of Hanson or to bind in any respect whatsoever or to represent that it is an employee servant or agent of Hanson.
- (i) It is acknowledged and agreed by the parties that any Carrier engaged hereunder is an independent contractor and that nothing in this Contract Determination shall be construed as constituting the Carrier as an agent or partner of Hanson or as constituting a Nominated or Relief Driver as an employee of Hanson.



## 2. Hanson Policies and Procedures

### 2.1 Policies and Directives

The Carrier shall comply with all relevant Directives and Policies notified to the Carrier from time to time. Failure by The Carrier to adhere to this clause will be deemed as a Breach as defined in clause 15 of this Contract Determination. Any dispute that arises in regard to a policy and or directive will be dealt with in accordance with the dispute procedure contained at clause 16 of this Contract Determination.

### 2.2 Management Procedures

Hanson is committed to developing or has developed various Management Policies and Practices and full participation in and compliance with these, including induction courses, is expected of all Drivers. These include:

- a. Enhanced safety programs that include commitment to fatigue management.
- b. A commitment to excellence exemplified by programs for the continuous improvement of performance and total cost reduction.
- c. A Total Quality Management approach including management systems to achieve and maintain Australian Standards quality accreditation.
- d. Environment management including conformance with relevant environment protection legislation, energy efficiency and aesthetically well-presented equipment.
- e. A commitment to the maintenance of the health and safety of all Hanson employees, Carriers, suppliers and visitors to Hanson sites.

### 2.3 Company Initiatives

The Carrier will participate in all Company initiatives as directed.

### 3. Insurance and Risk

#### 3.1 General

Upon the request of Hanson, The Carrier must make available within seven (7) days, copies of all insurance policies and certificates of currency in relation to those policies referred to in clause 3.2.

#### 3.2 Required Policies

The Carrier must ensure that it at all times and at its own expense maintains in force the following insurances in respect of all vehicles and drivers:

- (a) Compulsory third party personal insurance for the truck as required by any relevant State or Federal Law.
- (b) Comprehensive insurance for the truck for its market value and third party property insurance for each vehicle for a sum value of \$20,000,000, or a higher sum as Hanson may require from time to time for each claim or occurrence.
- (c) Comprehensive cover for loss and/or damage to the agitator. Such insurance must cover the cost of a new mixer supplied and installed, including applicable driver waiting time, should the mixer be damaged.
- (d) Public liability insurance for claims in respect of loss or damage to real or personal property and/or personal injury or death of any person arising from the provision of cartage services under this Contract Determination of not less than \$20,000,000 (or such higher sum as Hanson may require from time to time) for each claim or occurrence.

Extensions are required to the public liability insurance to cover:

- (i) Damage caused by an agitator fitted to a vehicle; and
  - (ii) Damage due to incorrect product delivery.
- (e) Workers' compensation insurance as required by any relevant state legislation with extensions to cover
    - (i) The Carrier liability at common law, and
    - (ii) Hanson's liability (if any) in respect of persons engaged or employed by the Carrier.
  - (f) Hanson strongly recommends that any Carrier engaged hereunder takes appropriate professional advice concerning the maintenance of twenty four hour personal accident and illness insurance for employees of the Carrier an appropriate level of cover taking into account the financial obligations of the Carrier under this Contract Determination.
  - (g) Hanson is to be listed as an Interested Party in all insurance policies.

- (h) All insurances are to be held in the name of the Carrier's incorporated company.

Hanson may review the above insurance during the term of this Contract Determination and if it thinks fit may, by written notice to the Carrier, alter the types and/or the amounts of insurance required by the Carrier under this clause. The altered insurances will be deemed to be the insurances required by this clause.

### 3.3 Insured's Obligations

In respect of each insurance policy referred to in clause 3.2, the Carrier must:

- (a) Pay all insurance premiums as and when they fall due;
- (b) Comply with all terms of the insurance and all requirements of insurers including in particular those relating to the operation of the vehicle by any substitute Nominated Driver and those relating to disclosure;
- (c) Give immediate notice in writing both to the insurer and to Hanson of anything of which notice is required under any policy;
- (d) Make available to Hanson on demand all policies, certificate of currency, correspondence and other papers relating to the insurance;
- (e) At all times be responsible for any damage sustained to public and private property through their action or in-action;
- (f) Commence a process calculated to resolve any damages claim from members of the public, including customers, within 10 working days of receiving notice of the claim;
- (g) Resolve, all claims professionally, courteously and in a timely manner;
- (h) Communicate with Hanson regarding the progress of any claims at such times and in such manner as is requested by Hanson from time to time.

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## 4. Rates and Payments

### 4.1 Rates Payable

Subject to clause 4.3, Hanson shall pay the Carrier for each load of concrete carted by the Carrier, irrespective of size of load, up to the defined distance an amount calculated in accordance with the "Table of Rates" in Appendix D under the applicable utilisation rate, calculated as per Appendix A. A Rise and Fall mechanism will be used as per clause 4.2 to reflect new rates.

Distance is measured as the shortest route for a heavy vehicle as calculated by Hanson Electronic Mapping Information or physical distance where electronic mapping data is not valid or available. Distance will be rounded up to the nearest whole kilometre. Should disputes occur they will be handled through the cartage adjustment process.

### 4.2 Rise and Fall Rate Adjustments

At the end of each six month period Hanson shall adjust the values contained in the Table for rise and fall in accordance with the provisions of Appendix A and notify the results in writing to the Carrier. Prior to amendments being made Hanson will provide the representatives the adjustment details.

Utilisation rates will be calculated based on the preceding 12 months loads paid and will then form the basis of the new rate which will become effective from the beginning of 1 February and 1 August each year in Metro. The utilisation rates applicable for Country carriers will be reviewed each quarter and adjusted in accordance with the February and August review adjustments arising from the Metropolitan rates review.

### 4.3 Method of Payment

On or before the fifteenth day of the month next following any month during which The Carrier provided cartage services under this Contract Determination, Hanson shall:

- (a) Prepare and submit to the Carrier a Recipient Created Tax Invoice (RCTI) showing the full details of the deliveries and any other activities and the amounts to which the Carrier shall be entitled for that accounting period and any amount that Hanson is entitled to recover under this Contract Determination or to deduct in accordance with the written directions of the Carrier;
- (b) Pay the Carrier, by electronic funds transfer into such account of a recognised financial institution as is nominated in writing to Hanson by the Carrier.
- (c) Account discrepancies relating to the preceding pay period will be settled within the next pay period as long as Hanson is notified in writing fourteen (14) days prior to the next payment, other discrepancies will be settled within thirty (30) days of agreement.
- (d) Where The Carrier utilises a fuel purchase card supplied by Hanson, or accesses Hanson bulk fuel, Hanson may deduct from the Carrier's cartage payments an amount equal to the value of the fuel or related products purchased.

- (e) When The Carrier is overpaid, Hanson shall supply appropriate details in writing to the Carrier who then has fourteen (14) days to object to the deduction of the amount of the overpayment from the next payment due to the Carrier.

If an overpayment greater than 2 times the preceding months earnings is made to The Carrier then the Carrier must refund the overpayment to Hanson within fourteen (14) days.

- (f) No other deduction can be made from the Carrier's account without the prior written authority of the Carrier or as otherwise authorised in this Contract Determination.

## 5. Adjustments

### 5.1 General

Additional charges and/or corrections to payments may be due and payable. These charges will be based on rates specified in Appendix B.

#### 5.1.1 Mixer breakdown/Agitator in Workshop

If due to mixer breakdown the truck is unavailable for work from 7am on the 2nd full workday (excluding the day of breakdown) after notification to appropriate Hanson Representative, the Carrier will be paid at truck and driver standby rate for every completed hour the truck is unavailable after that period for a maximum of 8 hours per day.

Example: if breakdown occurs on Monday at 9am, then if the truck is not available at 7am on Wednesday then the Carrier will be entitled to payment of the standby rate per completed hour.

Where a carrier is required to wait for his vehicle they will be paid a stand by rate per hour or part thereof. If he is not required to wait a means will be provided by the contractor at the Contractor's cost to convey the Carrier to his place of residence and return him to the workshop as required.

#### 5.1.2 Payments for deliveries greater than the defined distance

Hanson will pay the Carrier for any load based on shortest distance from plant to Point of discharge that exceeds the defined distance. Distance paid is determined by Hanson's Electronic Mapping Information, measured from the plant to the point of delivery in one direction.

#### 5.1.3 Stand-By

Where the Carrier commences a shift in standard hours but is required to remain at a plant outside standard hours Hanson will pay the Carrier a stand-by payment for all completed whole hours where the Carrier waits for more than 1 hour before receiving their first out of hours load. After a load has been completed any other stand-by time is deemed to be covered by the outside hours surcharge (5.1.4). Stand-by payments shall be paid in accordance with Appendix B.

#### 5.1.4 After Hours Surcharge

For loads loaded outside standard hours an outside hours surcharge will be paid in accordance with Appendix B. If the Carrier commences a shift outside standard hours the Carrier will be paid for a minimum of 2 loads (Standard Load Rate plus outside hours surcharge).

If the Carrier cannot legally achieve a minimum shift of 4 hours either the day prior or the day following working outside hours at Hanson's request then a minimum payment of 8 hours standby is paid.

#### 5.1.5 Diversion

Where a diversion occurs after the carrier has left the yard, then the Carrier will be paid the standard load rate for the 1st load (without extra distance payment), plus the standard load rate for the second load plus any associated km increment for 2nd load; i.e. plant to site 2 only.

Example: original delivery (Load A) is 20km from the plant, the Carrier is diverted to a job that is 18km from the plant (Load B). The Carrier's payment will be:

Load A - 1x Standard Load Rate (no extra distance payment).

Load B - Standard load rate plus extra distance payment as applicable.

If the diversion occurs before the truck has left the yard then only load B will be paid.

#### 5.1.6 Waiting Time

The Carrier shall be paid a waiting time fee per minute for time spent on site in excess of 45 minutes, taken from the time of arrival on site to the time of leaving site. The waiting time charges will be paid in accordance with Appendix B

No waiting time will be payable if the Carrier does not adhere in full to docket completion requirements as per clauses 7.1

#### 5.1.7 Transfer fee

##### (a) Metropolitan Areas

For Transfer in the metro area if a truck is required to transfer at the start of day to a plant that is not their usual starting location they will be paid a fee equal to a "transfer percentage" of the standard load rate for each defined distance increment or part thereof. For Example if the defined distance is 15 km and the transfer percentage is 25% the transfer payment would be as follows:

< 15 km = 25% of the Standard Load Rate

16-30 km = 50% of the Standard Load Rate

31-45 km = 75% of the Standard Load Rate

46-60 km = 100% of the Standard Load Rate

61-75 km = 125% of the Standard Load Rate

Etc.

If a Carrier undertakes its last load of a day from a plant which is not its base plant, and that Carrier has not received a Transfer fee at the start of that day, then the Carrier will be entitled to be paid a fee equal to a "transfer percentage" of the standard load rate for each defined distance increment or part thereof.

(b) Country Areas

If a Country Carrier is transferred outside the Metropolitan Area without a load, a transfer fee of \$1.65per km shall be paid.

5.1.8 Dump Fee

Any concrete that requires offsite dumping as directed by Hanson shall be paid at the current Standard Load Rate including extra distance payments for the distance travelled to dump the load.

5.1.9 Blow Back

If The Carrier is required to undertake a blow back then they shall be paid as per clause 5.1.6 in relation to waiting time measured from the time they arrive on site, until the time the blow back is completed. If the left over concrete is required to be transported away from site to be dumped then the Carrier will also be paid a dump fee as per clause 5.1.8

5.1.10 Plant Mix Fee

Where the Carrier is required to load, mix and discharge concrete, or related product for Hanson's own use within the plant the Carrier shall be paid the Standard Load Rate.

5.1.11 Material Transfer Fee

Where The Carrier is required to transfer water or other material using their vehicle then the Carrier will be paid the Standard Load Rate for the appropriate distance travelled to the drop off point.

5.1.12 Multiple Discharge Points

The following shall apply if the Carrier is required to discharge at multiple locations.

- (a) Same customer; payment will be made for a single load and will include all extra distance payments based on total travel to the final point of discharge. Waiting time will commence from the time of arrival at the first discharge point.
- (b) Multiple Customers or multiple docket; each delivery will be treated for the purpose of cartage as a separate delivery.



## 6. The Carrier's Obligations

### 6.1 The Carrier's Obligations to Provide a Truck

The Carrier must provide a truck at all times during the life of this Contract Determination. The Carrier must advise Hanson in writing of their intention to introduce a vehicle into the fleet; no vehicle shall be brought into service without prior approval in writing by Hanson.

All vehicles must be available to provide work under this Contract Determination:

- (a) during all standard hours,
- (b) at such other times as Hanson specifies by reasonable notice, being not less than 48 hours notice.

Carriers operating in the Sydney Metropolitan Area, Doyalson, Morisset, Goulburn, Bathurst or Orange must provide a truck with a GVM of not less than 28t within 18 months of the commencement of this determination. Failure to adhere to this clause will be deemed a Material Breach and the Carriers contract will be terminated pursuant to clause 17.4.

Carriers operating at other locations must provide a truck with a GVM not less than 23t. Carriers based at Bass Point, Wollongong, Nowra and Wagga Wagga are required to provide trucks with a GVM of not less than 28t within 18 months of written notice of plant upgrade.

The Carrier must ensure that its age of truck remains less than 10 years at all times during the term of this Contract Determination. If the Carrier's truck becomes more than 10 years old at any stage during the term of the Contract Determination Hanson may in its absolute discretion, terminate the Carriers contract immediately.

The Carrier may apply to Hanson's Representative in writing requesting that the Carrier be exempt from this clause for a maximum period of 12 months (per application) to continue to perform services for Hanson under the terms of this Contract Determination; In reaching a decision to accept or reject the application, Hanson's Representative's will consider a number of factors including but not limited to:

- Reliability of the Truck
- Availability of the truck
- The Mechanical Condition of the truck
- The appearance and presentation of the truck

Hanson's decision will be final. Initial applications must be submitted prior to the vehicle becoming 9.5 years old.

Should a carrier be required to introduce a truck at a point in time in this Contract Determination to a plant capable of loading trucks with a GVM of 28t, then they will be required to provide such truck at that point in time.

In circumstances where a truck is introduced that is less than 18 months old at the start of this Contract Determination the Regional Logistics Manager or nominated representative may issue a letter to a Carrier declaring their truck is deemed to satisfy the life of the contract.

Any new truck brought into the fleet by the Carrier must meet all Hanson truck specifications (excluding mixer) refer Appendix E:

## 6.2 Availability of Truck & Driver

The Carrier shall, as a fundamental condition of this Contract Determination, be available to provide cartage of concrete for Hanson at such times as Hanson may require so as to meet the demand of Hanson's customers 52 weeks per year during the term of this Contract Determination.

All Benefits and Entitlements under the award including Leave Entitlements of 20 days Annual leave, 10 days personal leave and up to 13 RDO's are deemed as entitlements included within this Contract Determination. All leave applications must be approved by Hanson prior to leave being taken.

In periods when demand is low, Hanson in its absolute discretion may grant permission to the Carrier to take leave without the need for the provision of a relief driver.

Hanson will measure availability specifically for each Carrier. Should The Carrier's availability not meet specified availability requirements for the fleet as defined by Hanson, Hanson at its discretion may terminate the Carriers Contract pursuant to the disciplinary process set out in clause 15.

Hanson's Representative may request Medical Certificates or proof of breakdown, repair of truck or equipment if the truck is not made available for loading, failure to provide requested documentation may result in Hanson enacting disciplinary procedure.

The Carrier and /or driver shall act in the best interest of Hanson at all times.

## 6.3 Mass Management

The Carrier engaged hereunder acknowledges and agrees that it must meet various regulatory requirements to achieve the maximum GVM allowed under State or National guidelines. The Carrier must comply and be accredited with:

NHVAS for Mass Management

Hanson reserves the right to alter these requirements from time to time if the State or National guidelines or regulations change and affect the GVM or carrying capacity of the Carrier's truck.

## 6.4 Fatigue Management

The Carrier must comply with all State and Federal regulatory requirements and with any reasonable requirements of Hanson in relation to fatigue management, as may apply from time to time during the term of this Contract Determination.

This obligation on the part of the Carrier shall include the completion and retention of all records as required under State and Federal regulations. The Carrier is to utilise Hanson's Daily log book for the recording of all records in relation to Fatigue Management, and must be able to present these when requested by Hanson.

The Carrier shall ensure that it's Nominated Driver and any Relief Drivers observe Hanson's policies and practices designed to manage driver fatigue. The Carrier acknowledges as part of the Carriers contract that it must operate the truck in strict accordance of all State and Federal laws with respect to fatigue management.

The Carrier is responsible for ensuring its Nominated Driver and any Relief Driver obeys the current National Driving Hours Regulations.

## 6.5 Road Laws

The Carrier must:

- (a) ensure that its nominated driver operates the truck approved to provide cartage services to Hanson only on roads on which such a truck is legally permitted to travel and otherwise in accordance with applicable road laws and regulations;
- (b) observe and comply with and ensure that its nominated driver observes and complies at all times with the provisions of all acts, rules and regulations relevant to the cartage services provided including the Chain of Responsibility created by State and Federal legislation and OH&S Laws;
- (c) notify Hanson within 24hours of any traffic related infringements which will or potentially preclude them from legally performing their duties under this Contract Determination.

## 6.6 Truck Maintenance

The Carrier must ensure that the truck is maintained and kept in a roadworthy condition and comply with all relevant statutory legislation.

The Carrier is to utilise the Hanson Driver's Daily Log Sheet to record all daily vehicle checks.

At any time during the term of this Contract Determination Hanson's Representative has the right to require the Carrier to produce copies of any relevant documentation within seven days, to demonstrate that the Carrier is complying with the provisions of this clause. Failure by the Carrier to provide documentation will be dealt with in accordance with clause 15.

## 6.7 Navigation

The Carrier is responsible for providing a street directory or other navigation equipment to enable deliveries to be completed in an efficient manner.

## 6.8 No liability for loss of profits or opportunity

Except in reference to clause 5.1.1, Hanson has no liability whatsoever to the Carrier for loss of profits by the Carrier or loss of opportunity for the Carrier resulting from plant, agitator or vehicle breakdowns which are beyond the reasonable control of Hanson.

If the Contractor knowingly requires a Carrier to provide his vehicle at a plant which has a substantially reduced production capability for a period of not less than one (1) hour, then the Carrier will be entitled to Stand By payment per hour or part thereof following the first hour - i.e. the first hour is not paid.

## 6.9 Only Nominated or approved Relief Drivers to make deliveries

The Carrier agrees that:

- (a) cartage services provided by it under this Contract Determination:
  - (i) may only be carried out by a person, who, at the time of the delivery, is a Nominated or Relief Driver; and
  - (ii) must be carried out in accordance with the provisions of this Contract Determination; and

- (b) that any breach of the provisions of this Contract Determination by the Carrier, or Nominated Driver shall constitute a breach by the Carrier of the terms of this contract Determination between Hanson and the Carrier.

#### 6.9.1 Nominated Drivers

It is a fundamental condition of this Contact Determination that the Nominated Driver will be both the controlling shareholder and a director of the Carrier.

#### 6.9.2 Relief Drivers

Where the Carrier wishes to use a relief driver, then the Carrier must obtain the prior written approval of Hanson to allow that relief driver to become a Driver and must ensure that the driver complies with the terms of this Contract Determination (including its Appendices). Hanson has the absolute discretion to revoke approval for any Relief Driver for any reason.

The parties agree that such Relief Drivers will only be engaged in the event of:

- (i) Leave;
- (ii) Sickness; or
- (iii) Other, as approved by Hanson,

and provided that the driver is a person who:

- (a) is approved in writing by Hanson and meets Hanson's standards concerning:
  - (i) Customer service focus;
  - (ii) Driver experience;
  - (iii) Driver professionalism
  - (iv) Safety
  - (v) any other matter or thing notified to the Carrier by Hanson in writing;
- (b) holds a current Written Authority from Hanson to operate any trucks at Hanson's premises; and
- (c) has been certified by Hanson as being able to satisfactorily complete a training program covering Hanson's operating methods, use of equipment and administration procedure, which program will take up to two full days for a person new to the industry to complete, comprised of four units as follows:
  - (i) A general introduction to the industry.
  - (ii) Hanson's specific requirements, and covers such requirements as personal presentation, unloading, customer dealings, administration procedures and cash handling.
  - (iii) Specifics of equipment operation and emergency procedures, fire evacuation procedures and safe operating regulations.
  - (iv) A comprehensive Medical examination including drug tests.
- (d) has been satisfactorily assessed by a Hanson Driver Assessor

#### 6.10 Training Courses

The Carrier shall ensure that its Nominated Driver participates in such designated plant meetings, inductions and training courses as Hanson may determine. The cost to the Carrier of any training held on Hanson Sites is deemed to be included in the cartage rates. Where training is held offsite the Carrier will be paid at the Hourly labour rate. Any travel expenses will be paid at the Rate "I" as outlined in Appendix B.

#### 6.11 Fully Licensed and Trained

The Carrier shall ensure that its Nominated Driver and any Relief Drivers are fully licensed and trained in the operation of the truck and its equipment. In the event that the licence of a Nominated or Relief Driver is suspended or cancelled, the Carrier must immediately inform Hanson in writing.

The Carrier agrees that Hanson as required has the right to perform driver licence checks, via the relevant authority.

Incoming Nominated and Relief drivers will spend a nominated period of training with Company employed drivers. Where a Company employed driver is not available, it will be the responsibility of the outgoing Carrier to conduct training.

All Nominated drivers will undertake annual development reviews aimed at improving customer service and fleet efficiencies.

#### 6.12 Drug and Alcohol Testing

The Carrier's Nominated or Relief driver may at any time whilst engaged under this Contract Determination be required by Hanson to submit to random drug and alcohol testing in accordance with Hanson's Policy and Procedures.

Upon Hanson's request, the Carrier engaged hereunder will require its Nominated Driver or Relief Driver to submit to a Hanson Fitness for Duty medical on an annual basis.

The Carrier agrees that any failure by the Nominated Driver to submit to a drug and alcohol test or to a Hanson Fitness for Duty medical shall constitute a Breach of procedure for the purposes of Clause 15.

#### 6.13 Reporting of Defects, Loss or Theft

The Carrier shall fully and properly inform Hanson immediately upon becoming aware of any matter of which Hanson could reasonably expect to be advised including, but not limited to, breakdowns, accidents, damage to, defect in, loss or theft of the Carrier, Hanson or customer plant or equipment.

## 7. Responsibility for Load and Slump Control

- (a) The Carrier shall comply with the appropriate Hanson Policies, Directives, Work Methods, Operational Guidelines. Copies will be available at each concrete plant and online.
- (b) The Carrier must visually inspect each load prior to leaving the plant and shall immediately advise Hanson of any apparent omissions or unusual features of the load which may have occurred due to batching error, plant failure or contamination. Failure to report any obvious unusual feature arising from visual inspection may result in the Carrier not receiving payment for the load and if the load is subsequently dumped the Carrier will be required to refund to Hanson the cost of the Bill of Materials (BOM).
- (c) The Carrier shall ensure that the load is properly mixed as required by Hanson's Work Methods and that the slump of the concrete will be in accordance with current Australian Standards or other applicable specification limits immediately prior to discharge. These limits are currently:
  - Slump < 60mm - a tolerance of ( 10mm;
  - Slump ( 60mm or ( 80mm - a tolerance of ( 15mm;
  - Slump > 80mm or ( 110mm - a tolerance of ( 20mm;
  - Slump > 110mm or ( 150mm - a tolerance of ( 30mm;
  - Slump > 150mm - a tolerance of ( 40mm.
- (d) The slump requirements are based on the premise that the Carrier has at all times from the time of batching to the point of discharge, the ability to adjust the slump of the load to the above specifications. Where the Carrier does not have the ability to adjust the slump for reasons such as customer restrictions, and other than pursuant to clause 7 (b), or where the slump is so grossly out of specification (i.e. two times the tolerance) that they have failed in their duty of care, the Carrier may be absolved of responsibility for the load.
- (e) Where an additive is added by a third party after batching, the Carrier will not be responsible for the slump of the load however should make all endeavours to ensure accuracy. Any additive added by a third party must be recorded clearly on the delivery docket.
- (f) The concrete specification as shown on the delivery docket cannot be changed by any party after batching.
- (g) The agitator drum must be kept turning at all times when it contains concrete other than kerb maker or low slump concrete.
- (h) When a load is rejected at a job site because the slump is outside the nominated tolerance or because the Carrier has not complied with the requirements of this clause, the Carrier will not be paid for the cartage.
- (i) In the case of a delivery of concrete to a kerb-making machine, the Carrier assumes no responsibility for the slump of the load if it is delivered in an "as batched" condition. However the Carrier will remain responsible for the detection of obvious problems such as high slump or complete absence of cement.

- (j) If the customer requests the addition of an amount of water that takes the slump of the load outside the specified slump tolerance, the Carrier shall note the quantity of water added and the estimated final slump of the load and obtain the name and signature of the customer or their nominated representative on all copies of the delivery docket, authorising such addition of water to the load prior to the water being added.
- (k) The Carrier shall submit all relevant copies of the signed delivery docket to the batcher immediately on returning to the plant following each delivery.
- (l) Slump control is the responsibility of the Carrier. If the Carrier and/or a Relief Driver engaged at the time by the Carrier has 3 slump violations in 6 months he will be required to spend the first half of a day retraining in the practising slumping on the slump stand. At Hanson's discretion the Carrier will also need to attend a slump retraining course. Hanson will not be liable for any compensation to The Carrier for the time to undertake retraining. Repeat occurrences will result in a written warning. (See clause 15.1) i.e. A further 3 violations in a six month period will result in a written warning.
- (m) The Carrier will be responsible for all fees and costs associated with cleaning of concrete spills caused by the Carrier, except in circumstances where mixer or mixer control failure is proven to be the cause. Upon becoming aware of any such spill the Carrier must immediately notify Hanson of the spill and await instructions.

#### 7.1 Delivery Ticket

The Carrier shall ensure that each load is accompanied by a delivery docket and:

- (a) Will not depart from the plant with any materials loaded into the agitator without first obtaining a delivery docket from Hanson's plant batcher.
- (b) Ensure that the materials loaded into the agitator comply with the details on the delivery docket.
- (c) Ensure that no details entered on any delivery docket are altered.
- (d) Ensure that no additional water or other substance is added to the Materials at the customer's request unless the customer signs an appropriate authority.
- (e) Follow all other Hanson Docket completion processes as instructed by Hanson.

- (f) The Carrier shall ensure the following details are noted on all copies of every delivery docket:

time ex plant

time of arrival on site

time of completing unloading

whether water was added on site or not, to bring the load up to the specified slump, and if so, the quantity added

any additives added by the customer

amount of waiting time and customer name and signature, if

applicable

whether there was any unused or leftover concrete, and if so, the estimated quantity

name and signature of customer or their nominated representative.

Any other information as required by the contractor from time to time

Where the above is not completed in full the Carrier may not be paid for the load.

Failure to ensure all of the information listed above is recorded on all copies is resultant in a claim from a customer, then Hanson will reclaim any payment the Carrier has received from that delivery.

## 7.2 Payment Withheld

When a load is rejected at a job site because:

- (a) the slump is outside the slump limits specified in clause 7 (c);  
or
- (b) The Carrier has not visually inspected the load prior to leaving the plant;  
or
- (c) the load was delivered to the wrong address  
or
- (d) the Carrier has not followed clear instructions printed on the delivery docket

Hanson will not pay the Carrier for the cartage to the job site or place of disposal.

Where the load is dumped because the slump is grossly outside the nominated tolerance (ie two times the tolerance) that the Carrier has failed in his duty of care the Carrier shall refund the Contractor the cost of the Bill of Materials (BOM).



Where the Carrier delivers concrete to the wrong address and if the load is subsequently dumped the Carrier will be required to refund to Hanson the cost of the Bill of Materials (BOM). Hanson may, after investigating any mitigating circumstances, consider these actions as a Breach as per clause 15.

Any concrete not accepted at a job site shall be delivered to and / or disposed of as directed by an authorised Hanson representative.

### 7.3 Returned Concrete

Concrete in excess of customer requirements (returned concrete) shall be delivered to and/or disposed of as directed by an authorised Hanson representative. Returned concrete shall always remain the property of Hanson.

If the Carrier has a quantity of unused or left over concrete in excess of 0.8m<sup>3</sup>, then on returning to the plant the customer service centre or plant batcher have the discretion to reuse this concrete in a following delivery by immediately reloading the Carrier without regard to the next truck intended to be loaded.

The Carrier shall not be entitled to any cartage payment for returning any leftover concrete ie part of the initial load, to the plant it was loaded from.

If however, after returning to the plant, the Carrier is then directed to dump or dispose of the left over concrete at a site outside the plant or diverted direct from site to a dump location outside of the plant, then the Carrier shall be paid a new Standard Load Rate and applicable Extra Distance Payment pursuant to clause 5.1.8.

It is the obligation of the Carrier to note on the Delivery Docket details in relation to the authorisation for any disposal. If any Carrier is found disposing of unused or left over concrete in a manner not authorised by Hanson, then Hanson may at its discretion terminate the Carriers Contract immediately without payment of compensation to the Carrier.

### 7.4 Spillages and Site Cleaning

The Carrier shall at its own cost and to the satisfaction of Hanson:

- (a) During the performance of any cartage services clean up and properly remove from Hanson premises, roadways and Hanson customers premises any surplus material such as concrete or related products, or products such as oils or other items arising from the cartage services and caused by the negligence of the Carrier
- (b) Promptly report to Hanson any clean up required and any damage caused by the surplus material.
- (c) The Carrier will be liable for any charges or costs incurred in cleaning up any spillage, including 3rd party claims arising from such spillages except in circumstances where mixer or mixer control failure is proven to be the cause.

Failure to report a concrete spill will be considered as a serious environmental breach

## 7.5 Cash on Delivery (COD)

### (a) Collection of COD

The Carrier shall endeavour to collect COD money from COD customers for all concrete charges, including waiting time (if applicable) in accordance with Hanson Cash Sale policies and procedures.

All moneys collected shall be submitted in full (as soon as possible) to the plant manager or plant batcher, who shall immediately issue the Carrier with a receipt.

The Carrier is not required to carry a float for the purpose of providing a change facility.

Payment for Cash collection is included in the rates payable

### (b) COD Dispute

The Carrier shall immediately advise Hanson when a COD payment is not collected or a dispute arises between the Carrier and the customer.

### (c) Due Care

The Carrier shall take all due care for any money collected and is responsible for these monies until a Hanson staff member has signed a receipt for these monies.

## 7.6 Breakdowns

It shall be the responsibility of the Carrier to advise Hanson of a matter of urgency when a truck or mixer breakdown occurs. Should a truck or mixer breakdown occur, then the Carrier will co-operate fully with Hanson in order to avoid any damage to the mixer, but Hanson will have the principal liability. The Carrier shall not have any responsibility for the removal of any hardened concrete from the agitator.

If the Carrier's truck breaks down the Carrier shall be responsible for repairing the truck urgently. Such repair will be at the Carrier's expense.

## 8. Loading

### 8.1 Size of Load

The Carrier shall accept for delivery to a customer any load offered by Hanson that does not exceed the legal capacity of the vehicle or the rated capacity of the agitator.

### 8.2 Loading Order

#### (a) Rosters

Hanson shall implement starting, loading and vehicle transfer rosters designed to maximise the efficiency of the delivery fleet. These rosters may change from time to time in consultation with Carrier Representatives without prejudice to any individual Carrier, however the intent is to ensure that all vehicles are assigned a fair share of deliveries subject to fleet limitations or customer requests.

#### (b) Commencement Time and Place

The daily initial loading time of the Carrier's vehicle and the initial plant from which such loading shall take place will be notified by Hanson to the Carrier. It is the Carrier's responsibility to obtain and adhere to start times, this may require the Carrier to call a toll free number after a set time each night to obtain the start time of the next day.

Hanson agrees to operate rosters in order to ensure, so far as is reasonably possible in all the circumstances, utilisation of all carriers utilised from time to time by Hanson is effective for all concerned in cartage of product and does not prejudice any individual truck operator, be they Hanson a subsidiary of Hanson or the Carrier.

#### (c) The initial daily starting order will be in accordance with a cyclic roster which is:

- i. A roster made up of truck numbers, which determines the selection of a particular truck for a load or function and is based on a cycle from the first truck number to the last.
- ii. When the cyclic roster has been fully exhausted by each truck in that roster being allocated a load or function the roster then changes so that the truck number that was first becomes last. Each truck number is moved up one position in turn, and so on - except following days where plant does not open for production.
- iii. Each Carrier will start the day, when not rostered off, in order of a single cyclic roster and thereafter in order of return to plant.
- iv. Trucks will then be loaded in the order of their return to the plant (First In First Out) subject to breaks.
- v. Where trucks are required to transfer to another yard at the commencement of any business day, trucks at the bottom of the roster will be transferred first. Where a driver fails to transfer then it will be considered as a Breach subject to clause 15.

- vi. Subject to truck type or property requirements, where a truck that is not a carrier under this Contract Determination, or a Hanson truck or subsidiary of Hanson then that truck will be rostered to start after the above trucks, and subject to truck type or property will be first to be rostered off at the end of day.

The above will apply with the exception of:

- vii. Single load or Balance load greater than the mixer capacity or legal carrying capacity of the truck next in line. The single load may be assigned to the 1st available truck capable of carrying the load in a single load.
- viii. To satisfy Customer requirements such as load size, truck type or property.
- ix. Trucks with returned concrete greater than 0.8m<sup>3</sup>.
- x. To gain over all efficiencies of the fleet, by eliminating unnecessary loads with the loading of high capacity Hanson Company Owned vehicles during times of peak production.

### 8.3 Legal Load Limits

The Carrier will assume responsibility for any breaches in vehicle legal limits in relation to re-used concrete as Hanson has given the Carrier the discretion to dump any concrete from the topped-up load that The Carrier may deem to place them in breach of his vehicle's legal load limit.

### 8.4 Use of Despatch, Communication and GPS Technology

Hanson will use GPS and or other technology to optimise the performance of the fleet. This may from time to time require the fitting of additional equipment to the Carrier's truck, and this equipment will remain the property of Hanson. The Carrier shall take due care to ensure adequate protection of the equipment and Hanson will be responsible for the maintenance of such equipment.

The equipment fitted is to be operated and appropriate procedures are to be followed by the Carrier as laid down by Hanson.

The Carrier consents to Hanson recording communication made via this technology.

### 8.5 Scheduling and Despatch

Hanson has policies and procedures in place to ensure that the Carrier schedules are planned so that the Carrier is not induced or encouraged to break any law in respect of speed or driving hours.

## 9. Safety

The Carrier shall ensure that its Nominated Driver and any Relief Driver engaged by the Carrier follow and abide by all work procedures, incident reporting and safety directives of Hanson. The Carrier and its Nominated Driver and any Relief Driver must be available to attend all safety training that Hanson may deem necessary.

The Carrier must fully co-operate and participate in any incident investigations.

Failure to abide by work procedures and safety directives may be regarded as a Breach.

### 9.1 Hazardous Site

#### (a) Rights

The Carrier shall not be required to deliver a load where the Carrier reasonably considers the delivery site to be unsafe or hazardous. If such a situation is encountered the Carrier will immediately notify the Customer Service Centre or Plant Despatch who will initiate the procedure to remedy the situation. No following trucks are permitted to enter the site until such time as the reporting Carrier or Hanson manager has deemed the site safe.

### 9.2 Bogged Vehicles

#### (a) Salvage

If the Carrier proceeds beyond the kerb to complete a delivery and the vehicle becomes bogged or otherwise rendered inoperative as a consequence of such attempted delivery, Hanson will arrange the services of an experienced salvage operator to extricate the vehicle as soon as possible and will bear all costs for those arrangements, except in circumstances where the operator has failed to inspect the ground first, or has not followed marked path or direction. The Carrier will make no claim against Hanson for time taken to extract their vehicle, except in situations where the Carrier is able to demonstrate that they have been prevented from exercising their duty of care (e.g. where a third party has given the Carrier poor directions, or prohibited them from inspecting the ground) which resulted in their vehicle becoming bogged, or where the Carrier is able to demonstrate they have duly notified the customer of the risk.

#### (b) Appropriate Insurance

Hanson shall ensure that the salvage operator selected under paragraph (a) above is covered by the appropriate insurance policy to rectify any damage that the salvage operator may cause to a vehicle during the extrication process.

### 9.3 Injury and / or Damage

Except in situations where the Carrier is able to demonstrate that they have been prevented from exercising their duty of care (e.g. where a third party has given the Carrier poor directions, or prohibited them from inspecting the ground first), or where the Carrier has duly notified the customer of the risk of damage, then The Carrier shall be responsible for any injury and / or damage to property, equipment or vehicle(s) arising from any off-kerb delivery. So as to ensure good customer and community relations, any damage costs payable to third parties by the Carrier shall be settled without delay.

## 10. Uniforms

### 10.1 Driver Presentation and Protective Clothing

The Carrier shall ensure that all Nominated Drivers and Relief Drivers when performing work under this Contract Determination will:

- (a) Wear an appropriate Hanson Uniform as provided (including high visibility shirts, trousers and jackets as issued);
- (b) Wear steel toed lace-up safety boots;
- (c) Wear Personal Protective Equipment as required by Hanson or Customer Policy Procedures or instructions;
- (d) At all times maintain a professional level of service and presentation of both personnel and equipment which is consistent with Hanson's own standards of service and presentation.

### 10.2 Hanson Provision

Hanson shall provide the following clothing per vehicle:

- (a) 6 days standard uniform (Trousers, Shirts and Winter Jacket) will be issued at commencement of the Carriers contract. Uniforms will then be replaced on a reasonable wear & tear basis.
- (b) Safety equipment as required to undertake the role safely.

## 11. Painting and Signage

### 11.1 Hanson Requirements

It is the Carrier's responsibility to ensure that any vehicle introduced within 5 years of the commencement date of this Contract Determination is painted at their expense in accordance with Hanson branding requirements prior to entering service. Thereafter if any vehicle is introduced to satisfy the age requirements of clause 6.1 of this Contract Determination then Hanson will arrange, on a one-off basis, to Paint the truck at their expense. It will be the responsibility of the Carrier to Paint vehicles introduced for any other reason according to Hanson Branding requirements. Signage and paint colour codes will be provided by Hanson upon request.

Before The Carrier sells or disposes of their truck for any reason, or where the Carriers contract has been terminated, they will present their truck for removal of signage by Hanson.

### 11.2 Re-painting

If for reasons of fleet presentation, Hanson's Representative requires the vehicle to be re-painted then the Carrier shall at their expense, paint the vehicle to a standard that is acceptable to Hanson. Fleet presentation criteria is assessed against other trucks within the fleet of similar age.

If Hanson changes its fleet colours or signage during the term of this Contract Determination, Hanson shall bear all costs associated with any repainting of vehicles that it requests.

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## 12. Provision of Agitator

### 12.1 Supply

Hanson shall give the Carrier the right of use of an agitator for each vehicle with a rated mixing capacity of not less than 7 cubic metres, in the Metro Area, and not less than 5 cubic metres in Country Areas.

### 12.2 Safe Fitting

Hanson shall ensure the safe and proper fitting of an agitator to the vehicle in accordance with the specifications of the vehicle and agitator manufacturers.

### 12.3 Removal

If an agitator is required by Hanson to be removed or replaced at any time the total cost of removal and of replacement shall be borne by Hanson.

### 12.4 On-Going

The Carrier shall be responsible for an agitator being properly secured to the vehicle after the initial installation.

### 12.5 Ownership

Agitators shall remain the property of Hanson. The Carrier will not utilise the Agitator for any purpose other than that directed by Hanson.

### 12.6 Cleaning of Agitators and Vehicles

#### (a) General

The Carrier will ensure that it keeps all vehicles and agitators clean and tidy to the satisfaction of Hanson.

Hanson will monitor the presentation and image of all vehicles and agitators and may from time to time issue such reasonable instructions as it thinks are necessary to ensure that the appropriate standard of vehicle image and presentation maintained, which instructions shall be complied with by the Carrier.

#### (b) Daily

During each working day an agitator shall be thoroughly washed out by the Carrier and all external surfaces of the Agitator and Prime Mover cleaned down and treated as to Hanson's Satisfaction in preparation for the next days work.

#### (c) Cleaning Materials

All cleaning materials and equipment necessary for the cleaning of an agitator shall be supplied by Hanson free of charge and the Carrier shall ensure, and be responsible for, compliance with any and all statutory requirements and regulations relating to the use of these cleaning materials.



## 12.7 Maintenance

(a) Reporting of Faults

The Carrier shall report any and all apparent requirements for maintenance of agitators to Hanson.

(b) Servicing of Mixer

Hanson shall be responsible for the cost of servicing the Mixer. The Carrier shall make the mixer available for servicing. Where a Carrier is required to wait for his vehicle they will be paid a stand by rate per hour or part thereof. If he is not required to wait a means will be provided by the Contractor at the Contractor's cost to convey the Carrier to his place of residence and return him to the workshop as required.

(c) Major Maintenance

Hanson shall be responsible for all major maintenance to an agitator, in accordance with an agitator manufacturer's recommendation.

When required by Hanson, the Carrier shall have an agitator conveyed to a workshop for repairs and / or maintenance.

All work shall be completed as soon as possible and without delay.

A means will be provided by Hanson at Hanson's cost to convey The Carrier to the plant where the days work began and return to the workshop as and when required.

(d) Minor Maintenance

The Carrier shall carry out minor maintenance, oil level checks and regular greasing as per the manufacturers requirements. All materials required to carry out minor maintenance and greasing, including oil and grease will be supplied by Hanson.

The Carrier will be responsible for all maintenance and replacement of clearance lights, globes and mud-flaps.

Mud flaps shall be supplied to the Carrier by Hanson free of charge and it shall be the responsibility of the Carrier to have them fitted to each vehicle.

(e) Damage to Mixer

The Carrier shall be responsible for damage to a mixer through their negligence, deliberate action or failure of their equipment.

(f) Build up

If the Carrier presents a mixer for repairs and maintenance with hardened concrete build up on the outside of the mixer or its components and the service agent is required to remove the said hardened concrete to enable such repairs and maintenance to be carried out, the cost of removal will be deducted from money's due to the Carrier under this Contract Determination.

(g) Alterations to Mixer

The Carrier may not make any alterations to the mixer without written consent from Hanson (eg hooks, removal of ladder etc).

12.8 De-Dagging

(a) Responsibility

Hanson is responsible for the removal of hardened concrete build-up from the inside of an agitator.

(b) Provision and Cost

Hanson will provide a maintenance agreement at its cost for up to two agitator de-dagging per 12-month period. The maintenance agreement will cover the removal of up to 1.0 tonne of build-up in a 12 month period.

Any subsequent de-dagging deemed necessary by Hanson shall be arranged for by Hanson and the costs will be charged to the Carrier at the rate charged.

(c) Hours

All de-dagging will be conducted outside standard hours unless otherwise as agreed between the Carrier and Hanson.

12.9 Transfer of Mixer

The carrier will be paid for transfers to and from the workshop at the standard transfer rate.

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### 13. Contract Administration

#### 13.1 Contract Administration Personnel

Hanson and the Carrier will provide to each other, and maintain, a listing of prime personnel and their responsibilities involved in the ongoing administration and performance of the cartage services required under this Contract Determination. This list will include names and contact details as appropriate.

#### 13.2 Superannuation and Workers' Compensation

The Carrier acknowledges that it is responsible for compliance with all aspects of the law with regard to any employees engaged by the Carrier in connection with cartage services. The Carrier agrees that Hanson has no liability in respect of wages, accruals, superannuation or workers compensation in respect of any employee of the Carrier.

#### 13.3 Proper Law and Jurisdiction

This Contract Determination is governed by, and to be interpreted in accordance with, the laws of the New South Wales and where applicable the laws of the Commonwealth of Australia and the parties agree to submit to the jurisdiction of the Courts of New South Wales and if applicable the Commonwealth of Australia.

#### 13.4 Confidential Information

The Carrier acknowledges that all information relating to past, current or future business interests, methodology, Hanson customer and supplier details or affairs of Hanson is and will remain the sole and exclusive property of Hanson. The Carrier shall keep all such information confidential (except where such information is in the public domain) and in particular will not disclose such information to any other person except as required by law or with the written consent of Hanson during or for a period of two years after termination of the Carriers contract.

#### 13.5 Notices

Where a provision of this Contract Determination requires or allows a matter to be communicated by the Carrier to Hanson then that communication shall be addressed to the Concrete Transport Manager or the person delegated by the Concrete Transport Manager or Regional Logistics Manager.

#### 13.6 Plant Storage - the Carrier's Equipment

Where possible Hanson will provide space for the storage of the Carrier's equipment that is reasonably necessary for the Carrier to efficiently and effectively provide the cartage services required under this Contract Determination. Storage of the equipment is at the Carrier's risk and Hanson shall not be liable for any loss or damage to the Carriers equipment whilst stored or left at any plant.

#### 13.7 Tax Invoices

Hanson as "Recipient" and the Carrier as "Supplier" agree that in relation to supplies made pursuant to this Contract Determination:

- (a) The Recipient can issue tax invoices in respect of the supplies;
- (b) The Supplier will not issue tax invoices in respect of the supplies;

- (c) The Supplier acknowledges that it is registered for GST at all times during the life of the Carriers contract and that it will notify the Recipient if it ceases to be registered;
- (d) The Recipient acknowledges that it is registered for GST at the date of commencement of this Contract Determination and that it will notify the Supplier if it ceases to be registered for GST or if it ceases to satisfy any of the requirements of any Contracts or rulings issued in relation to recipient created tax invoices.

### 13.8 GST

All payments to be made by Hanson hereunder are calculated without regard to GST unless otherwise stated.

If a supply made by one party ("the Supplier") to the other ("the Recipient") is subject to GST, the Recipient agrees to pay to the Supplier an additional amount equal to the Amount of the Consideration for the supply multiplied by the prevailing GST rate.

The additional amount is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

The Supplier agrees to:

- (a) comply with Part VB of the Trade Practices Act 1974; and
- (b) refund any overpayment made by the Recipient under this clause promptly after the actual amount of the overpayment is ascertained.

In this clause:

"Amount of the Consideration" means:

- (i) the amount of any payment for a supply; and
- (ii) in relation to non-monetary consideration, the GST exclusive market value of that consideration.

### 13.9 Indemnity

The Carrier indemnifies Hanson against any loss, liability or damage, whether direct or indirect, suffered or incurred by Hanson, including any claims, losses, damages and costs, arising from or in connection with the negligent or intentional act or omission, or breach of this Contract Determination by the Carrier or its officers, employees, agents or contractors.

### 13.10 Privacy

The Carrier hereby authorises Hanson to collect such information from the Carrier as Hanson requires for the business of Hanson.

Hanson agrees that it will treat such information collected as confidential and will only make disclosure of that information as is required by law or as is reasonably necessary for the prudent and efficient carriage of the business of Hanson.

#### **14. Fleet Size**

Subject to the terms of this Contract Determination, Hanson shall have the discretion to vary its fleet size, make up and location in any manner and for any reason. Hanson shall consult with Carrier representatives at the earliest opportunity in regard to any proposal to change the fleet size.

## 15. Disciplinary Procedure

The Carrier shall ensure that the nominated driver and all employees of the Carrier work in a safe manner and follow all Policies, Procedures, Management Direction and obligations under the Carriers contract and this Contract Determination. Failure to do so will constitute a breach. Matters not outlined elsewhere in this Contract Determination that may also be considered as a breach include, but are not limited to, performing designated work poorly, refusal to carry out reasonable directions, lateness or chronic absenteeism, abusive or discourteous communication with manager/supervisor of the business or another employee or Carrier, or presenting to work in a condition rendering the Carrier incapable of performing their designated tasks.

Subsequent to an investigation by Hanson into any breach not considered a Material Breach the following process shall be implemented:

### 15.1 Warning Process

(a) First Breach

Written warning from Hanson to the Carrier.

(b) Second Breach

Written warning from Hanson to the Carrier.

(c) Third Breach

If a third breach occurs Hanson will have the right to terminate the Carriers contract immediately without the payment to the Carrier of any compensation.

## 16. Disputes

### 16.1 Dispute Resolution

The following procedure for the avoidance and settlement of disputes shall apply to all matters covered by this Contract Determination other than matters which are the subject of proceedings under clause 15.

The objective of the procedure is to prevent disputes and to promote the resolution of disputes by measures based on consultation, co-operation and discussion, to avoid interruption to the provision of cartage services and the consequential loss of production and the cartage earnings of the Carrier. Emphasis shall be placed on a negotiated settlement.

### 16.2 Procedure for Dispute Resolution

It is understood and accepted by all parties to this Contract Determination that cartage services shall continue normally during all negotiations and any necessary proceedings. Until the matter is resolved, and/or determined, work will continue as normal, or as agreed by the parties; alternatively as pursuant to an interim determination of the commission. Neither party will be prejudiced as to the final settlement by the continuation of work; subject to a Carrier's rights regarding health and safety issues in accordance with the Act

Where a dispute arises the aggrieved party shall notify the other in writing. The following procedure shall apply:

- (a) When there is a disagreement, the Carrier shall attempt to resolve the matter by negotiating with the authorised Hanson representative on site.
- (b) In the event of the dispute not being resolved under clause 16.2 (a) within 7 days of the receipt of the notice the following shall apply:
  - (i) Discussions involving the Carrier's Representative and Hanson's Representative shall take place. If requested the Carrier and Hanson may have independent legal or other professional representation.
  - (ii) Either party shall be entitled to alter its representation. Notwithstanding the existence of a dispute or difference each party shall continue to honour their respective obligations under this Contract Determination.
- (c) If the matter is still not settled, it may be submitted by one of the Parties to the Industrial Relations Commission of New South Wales which may conciliate the matter.
- (d) The Industrial Relations Commission of New South Wales may make a determination, which is binding on the Parties, where there is no likelihood that within a reasonable period conciliation or further conciliation will result in agreement. Any outcome imposed shall not be in breach of the National Code of Practice for the Construction Industry and Industry Guidelines as well as any legislative obligations
- (e) The above steps do not preclude reference of a dispute to the Industrial Relations Commission of New South Wales at any stage of this procedure if one of the Parties believes it necessary. In these circumstances, the Industrial Relations Commission of New South Wales will retain its discretion to refer the Parties back to a continuation of this procedure where the Industrial Relations Commission of New South Wales considers that course appropriate.
- (f) Should the New South Wales Industrial Relations Commission cease to exist or for whatever reason be unable to carry out conciliation and or arbitration functions the parties agree to seek an alternate provider to conduct conciliation and arbitration functions pursuant to the above clause.

## 17. Termination Or Assignment of the Carriers Contract

### 17.1 Assignment of the Carriers Contract

The Carrier must not assign the Carriers Contract to another party without obtaining the prior written consent of Hanson, which consent may be given or withheld in Hanson's absolute discretion.

Permission will not be granted to a Carrier to assign a Carriers contract where the vehicle operated by the Carrier does not meet the requirements set out under the Contract Determination.

In the event that Hanson does not approve the assignment of the Carriers contract, the Carrier has the option to cancel the Carriers contract, or continue to fulfil his contractual obligations. Where the Carrier decides to cease his service and does not elect to assign the Carriers contract pursuant to the terms contained in this Contract Determination, the Carrier shall provide Hanson's no less than one months' notice of their intention to terminate the Carriers Contract. Hanson will arrange for the removal of all Hanson owned equipment and signage; the Carriers Contract will terminate at that point in time with no penalty cost to either party.

Where the Carrier assigns the Carriers contract on the open market, Hanson and the Carrier acknowledge that there is no Goodwill or other Premium included in the Carriers contract.

Any third party assignee introduced by the Carrier must be approved by Hanson. The proposed nominated driver of the assignee will be required to pass a pre-engagement medical and submit to a check of their relevant history.

Should Hanson introduce new carriers to the fleet after the commencement of this Contract Determination then those carriers will not be able to assign their Carriers contract on the open market.

### 17.2 Termination upon Insolvency

Hanson may, by notice in writing, terminate the Carriers contract immediately if the Carrier becomes insolvent within the meaning of the Corporations Act 2001.

### 17.3 Termination of Contracts of Carriage for Commercial Reasons

If Hanson for any reason other than under the terms of this Contract Determination decides to terminate a Carriers contract then a termination payment on the following scale will be made to the Carrier and the Carriers contract shall terminate forthwith.

- (a) 0 - 12 months from commencement of Contract Determination, Hanson shall pay \$66,000
- (b) 13 - 24 months from commencement of Contract Determination, Hanson shall pay \$55,000
- (c) 25 - 36 months from commencement of Contract Determination, Hanson shall pay \$44,000
- (d) Thereafter Hanson will make payment of the equivalent of 66% of 16 weeks earnings averaged over the preceding 12 months of operation.

For carriers introduced to the fleet after the commencement of this Contract Determination, only (d) applies.



#### 17.4 Termination of Carriers Contract for Material Breach or Serious Misconduct

Notwithstanding clause 15.1, in the event of a breach by the Carrier or any of its Nominated Drivers of any safety or other operational procedure notified by Hanson which is a Material Breach, or amounts to serious misconduct, Hanson retains the right to terminate the Carriers contract immediately and without payment of monetary compensation to the Carrier. This right may be exercised by Hanson following an investigation of the breach by Hanson during which the Carrier may be stood down with or without compensation during the period of the investigation.

Examples of serious misconduct include, but are not limited to:

Violent or threatening behaviour to customers, Hanson employees, or other Carriers;

Engaging in conduct that causes, or is likely to cause, in the reasonable opinion of Hanson, damage to the business or reputation of Hanson;

A serious safety breach;

A serious environmental breach;

Theft of money, product or property;

Being in possession of drugs of intoxication in the workplace;

Being under the influence of drugs of intoxication or alcohol while in the workplace;

Refusal of Drug & Alcohol test.

### **18. Amenities**

All amenities are to comply with relevant legislation and to be not less than those enjoyed by an employee under the award. The appropriate facilities should be maintained and kept thoroughly clean and hygienic at all times by the Contractor. Carriers will conduct themselves in a tidy and appropriate manner.

### 19. Safety Net

- (a) An earnings safety net and guaranteed minimum earnings of \$100,498 per annum during the term of the Contract Determination will apply.

The safety net will be administered on an annual basis, in accordance with sub clause (iv) below, i.e. there will be adjustments up or down from quarter to quarter, as appropriate. Reviews will occur as part of each Rise & Fall review. As at 1 January 2014 the current annual net earnings level below which a safety net payment will be due is \$100,498.

- (i) A Carrier who earns less than \$25,124 in a quarter is entitled to a make-up payment for that quarter so that the earnings of the Carrier will equate to \$25,124
  - (ii) The make-up payment will be made in the pay period following the end of the relevant quarter.
  - (iii) When a Carrier has been paid a make-up payment under this Safety Net Scheme then the Carrier is obliged to refund the make-up payment to the Contractor if the Carrier earns more than the minimum level of earnings in the following quarter or quarters. However at the end of the financial year (i.e. 30 June) the calculation ceases and then a new year is deemed to begin. Calculations are not carried forward to successive years. The contractor is duly authorised to deduct such safety net make-up payments from the carrier's remittance where applicable.
  - (iv) The amount referred to in (a) (i) above as the annual net earnings level will be adjusted annually in accordance with movements in the rise and fall formula.
- (b) When a Carrier is "unavailable" (as explained in clause 19 (c) his safety net will be reduced by \$350.00 per day for each day he is unavailable in that quarter to a maximum of \$25,124 per quarter (as adjusted as aforesaid in accordance with movements in the rise and fall formula contained in Appendix A).
- (c) A Carrier will not deemed unavailable for the purposes of safety net adjustment if
- (i) The agitator is unserviceable, except through damage by the Carrier
  - (ii) The Carrier is on a period of approved Leave
  - (iii) The Carrier is notified prior to the commencement of work that he is not required or is rostered off at the discretion of the Contractor
  - (iv) The Carrier takes a Gazetted public holiday

## APPENDIX A

### Utilisation & Rise and Fall Calculation

Period	1st January 2014 - 31st July 2014	
<b>Regional Information</b>		<b>Amount</b>
<b>Lead</b>		<b>10.4</b>
<b>Utilisation</b>		<b>1000</b>
<b>KM Travelled</b>		<b>20840</b>
<b>Cost Category</b>		<b>Amount (totals \$ p.a.)</b>
<b>Ownership</b>		<b>\$24,640.00</b>
	Truck Purchase Price	\$154,000.00
	Depreciation	
	80% of Purchase Price	\$123,200.00
	Depreciation 10% p.a. flat rate	\$12,320.00
	Interest	
	Finance Cost	8%
	Interest paid p.a. flat rate	\$12,320.00
<b>Fuel</b>		<b>\$21,268.62</b>
	Fuel Cost (\$/L) excl GST	\$1.48
	Rebate On Road Use (\$/L)	\$0.12
	Rebate Off Road Use (\$/L)	\$0.38
	On Road Fuel Consumption (%)	60%
	Off Road Fuel Consumption (%)	40%
	Fuel Consumption Rate (km/L)	1.3
	Litres Used p.a.	16031
<b>Tyres</b>		<b>\$3,182.29</b>
	Current Single Tyre Cost (SP350A)	\$509.00
	Current Cost for 12 Tyres	\$6,108.04
	Expected Tyre Life (Km )	40,000
	% of Tyre Life Used	52%
<b>Insurance</b>		<b>\$11,839.40</b>
	Comprehensive (\$ p.a.)	\$7,715.40
	Public Liability (\$ p.a.)	\$715.00
	Agitator Insurance	\$428.00
	Compulsory Third Party (\$ p.a.)	\$2,981.00



<b>Workers Compensation</b>		<b>\$2,113.27</b>
<b>Annual Inspection</b>		<b>\$0.00</b>
<b>Registration</b>		<b>\$1,393.44</b>
<b>Repair and Maintenance</b>		<b>\$10,000.00</b>
	Payments per Loads	\$10.00
<b>Salary</b>		
		<b>\$52,561.49</b>
	Hourly rate (grade 5 RT&D award)	\$20.22
	Weekly Salary (38hrs )	\$768.36
	Annual Salary (52 weeks p.a)	\$39,954.72
	Superannuation %	9%
	Superannuation \$	\$3,695.81
<b>Overtime</b>		
	Overtime per week (hours)	5.65
	Overtime at time and a half p.a. (hours)	293.8
	Overtime paid at time and a half p.a.	\$8,910.95
	Overtime at double time p.a. (hours)	0
	Overtime paid at double time p.a.	\$0.00
		<b>\$8,910.95</b>
<b>Admin and Management Fees</b>		
		<b>\$3,500.00</b>
<b>Profit</b>		
		<b>\$7,177.42</b>
	Total costs	\$130,498.50
	Agreed Profit Rate	5.50%
<b>Total Running Costs per Truck</b>		
		<b>\$137,675.92</b>
<b>Total # Deliveries per Truck</b>		
		<b>1000</b>
<b>Standard Load Rate</b>		
		<b>\$137.676</b>
<b>Extra Distance Payment (increment per 5km, avg. 2.5km)</b>		
		<b>\$19,493</b>

## APPENDIX B

### Additional Charges and Corrections

Effective 1st January 2014 - 31st July 2014. Based on 1000 Loads p.a.

Item		6W	8W
A	Standard Load Rate (SLR)	130.89	137.68
B	Extra Distance Payment (EDP)	18.64	19.49
C	Agitator in Workshop	31.89	32.69
D	Stand-By Rate	30.33	30.33
E	Outside Hours Surcharge	65.45	68.84
F	Waiting Time	1.08	1.10
G	Transfer Fee Metro (per 15km)	32.72	34.42
H	Transfer Fee Country	\$1.44	\$1.65
I	Travel Expense	\$0.75	\$0.75
	Safety Net Per Annum	\$90,485.67	\$92,547.60
	Safety Net per Quarter	\$22,621.42	\$23,136.90

**APPENDIX C****Rise and Fall Adjustment Definitions, Frequency and Methodology**

Rise and Fall Element	Review Freq.	Definition	Method of Review / Calculation
Defined Distance	Fixed	Distance to which the Standard Load Rate applies	Fixed 15 kilometre
Lead	6 monthly	Typical lead from plant to job as defined at the commencement of Contract Determination	N/A
Utilisation	6 monthly	The average number of loads carted per truck over the preceding 12 months	The utilisation rate is calculated only on the performance of trucks which have been located in the fleet in question for the twelve (12) months prior to the calculation being performed.  Trucks which are transferred between fleets will not be included in the calculation until those trucks have been in that fleet for twelve (12) months.
Km's Travelled per Truck	Calculated	distance travelled by the truck in a year based on lead & number of loads, including return run	2 x lead x Utilisation
<b>OWNERSHIP</b>			
Hanson LOD Purchase Price (GST excl)	Fixed	Hanson LOD purchase price for standard specified truck at the commencement of Contract Determination	Price set at start of Contract Determination.
<b>DEPRECIATION</b>			
80% of Purchase Price	Fixed Calculation		based on a 20% residual value - used for depreciation calculations
Depreciation 10% p.a flat rate	Fixed Calculation		10% straight line depreciation
<b>FINANCE COST</b>			
Finance rate	Fixed	8% long term average	
Interest paid p.a flat rate	Fixed Calculation		Finance rate x Hanson LOD Purchase Price

<b>FUEL</b>			
Fuel Cost (\$/L) incl GST	3 monthly	Price of Diesel Fuel as available to Hanson as defined by their primary supplier net of GST & diesel fuel rebate or other rebate	Where bulk fuel is available to the entire fleet bulk fuel rates will apply
			Where bulk fuel is not available Hanson Starcard or equivalent supplier card rate will apply.
Fuel Cost (\$/L) excl GST	Fixed Calculation		
Rebate (\$/L)	6 monthly	Rebate \$/litre	Defined Government Rebates
Fuel Consumption Rate (km/L)	Fixed	Fuel usage km/litre	Engine Manufacturer Specified Fuel Consumption for specified Truck
Litres Used p.a	Fixed Calculation	Fuel Consumed per year based on kilometres travelled	KM travelled per truck / Fuel Consumption rate
<b>TYRES</b>			
Single Tyre Cost (SP350A or equivalent)	6 Monthly	Hanson tyre rate from preferred supplier	Obtain price from preferred supplier
Cost for 12 Tyres	Fixed Calculation		12 x single tyre cost
Expected Tyre Life (Km)	Fixed	typical expected life of tyre	Set at start of contract
% of Tyre Life Used	Fixed Calculation	amount of tyre wear based on KM travelled	KM travelled / expected tyre life (KM)
<b>INSURANCES</b>			
Comprehensive (\$ p.a)	Annual	Insurance premium for 100% of Hanson LOD truck cost with 40% no claim	quotes through agreed insurance broker
Public Liability (\$ p.a)	Annual	Cost of premium as per required amount incl agi extension and wrong delivery)	quotes through agreed insurance broker
Compulsory Third Party (\$p.a)	Annual	Cost of Third Party insurance as required	quotes through agreed insurance broker



WORKERS COMPENSATION	Annual	Cost of Workers Compensation insurance	From Workcover
ANNUAL INSPECTION	Annual	Annual Cost of Roadworthy Inspection	
REGISTRATION	Annual	Cost of registration for specified truck type	Contact registration authority for cost for 4 axle rigid with GVM for Hanson Specified truck
REPAIRS AND MAINTENANCE	Calculation	allowance for annual cost of repairs and maintenance - will vary dependant on utilisation.	fixed rate per load x number ofoads 1
Payment per Load	Fixed	per load allowance for annual cost of repairs and maintenance - averaged over the life of the Contract Determination	Fixed at start
WAGES			
Hourly rate (grade 5 RT&D award)	6 monthly	Hourly rate for Grade 5 Road Transport and Distribution Award	
Weekly Salary(38hrs)	calculation	weekly wages based on 38 hour week	38 x hourly rate
Annual Salary (52 weeks p.a)	calculation	Annual Salary	52 x weekly salary
Superannuation %	6 monthly	Statutory Superannuation contribution levels	Is dependent on the current Superannuation Contribution Guarantee rate
Superannuation\$	calculation	Superannuation cost per annum based on ordinary time earnings	
OVERTIME			
Overtime per week (hours)	calculation	hours overtime worked per week	scale based on utilisation fixed at start of contract
Overtime at time and a half p.a (hours)	calculation	number of time and a half hours worked p.a.	first 12 hours of overtime worked x 52
Overtime paid at time and a half p.a	calculation	overtime cost based on time and a half hours worked	number time and half hours p.a x.5 x hourly rate 1
Overtime at double time p.a (hours)	calculation	number of double time hours worked p.a	overtime hours worked less 12 x 52
Overtime paid at double time p.a	calculation	overtime cost based on time and a half hours worked	overtime hours worked at double time p.a x 2 x hourly rate
Total Overtime paid p.a	calculation	Total overtime cost based on all Overtime hours	overtime paid at time and a half + overtime paid at double time
ADMIN AND MANAGEMENT FEES	Fixed	Allowance for all management and administration costs incurred- postage, accounting etc	Fixed allowance agreed at start of Contract Determination

PROFIT	Calculation	Profit component	Profit rate x total costs
Total costs	Calculation	Annual cost of operating truck as per this rise and fall	Sum of all cost components in this rise and fall
Profit Rate	Calculation		% of total ownership and running costs on sliding scale based on Utilisation

**APPENDIX D**

**Utilisation Rates  
GVM > 23Ton**

Regional Information	Loads per Truck Scenarios																
	Amount																
Lead	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42
Utilisation	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Defined Distance	8336	10420	12504	14588	16672	18756	20840	22924	25008	27092	29176	31260	33344	35428	37512	39596	41680
Total Running Costs per Truck	\$102,186.79	\$105,566.98	\$110,437.58	\$115,308.19	\$120,178.79	\$125,132.19	\$131,453.81	\$137,829.70	\$144,259.86	\$150,828.67	\$158,328.52	\$166,913.58	\$175,571.32	\$184,301.73	\$194,256.13	\$204,293.73	\$214,414.51
Total # Deliveries per Truck	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Load Rate	\$255.47	\$211.13	\$184.06	\$164.73	\$150.22	\$139.04	\$131.45	\$125.30	\$120.22	\$116.02	\$113.09	\$111.28	\$109.73	\$108.41	\$107.92	\$107.52	\$107.21
Km Payment Per 5km	\$32.94	\$27.52	\$24.50	\$22.35	\$20.73	\$19.50	\$18.78	\$18.20	\$17.72	\$17.35	\$17.18	\$17.21	\$17.24	\$17.28	\$17.48	\$17.67	\$17.84

**Utilisation Rates  
GVM > 28 Ton**

Regional Information	Loads per Truck Scenarios																
	Amount																
Lead	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42
Utilisation	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Defined Distance	8336	10420	12504	14588	16672	18756	20840	22924	25008	27092	29176	31260	33344	35428	37512	39596	41680
Total Running Costs per Truck	\$105,962.85	\$109,745.80	\$115,019.17	\$120,292.53	\$125,565.89	\$130,922.06	\$137,675.92	\$144,487.89	\$151,357.98	\$158,370.54	\$166,317.99	\$175,354.48	\$184,467.48	\$193,656.99	\$204,074.33	\$214,578.70	\$225,170.08
Total # Deliveries per Truck	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Load Rate	\$264.91	\$219.49	\$191.70	\$171.85	\$156.96	\$145.47	\$137.68	\$131.35	\$126.13	\$121.82	\$118.80	\$116.90	\$115.29	\$113.92	\$113.37	\$112.94	\$112.59
Km Payment per 5km	\$33.65	\$28.23	\$25.22	\$23.06	\$21.44	\$20.21	\$19.49	\$18.92	\$18.45	\$18.07	\$17.91	\$17.94	\$17.98	\$18.03	\$18.23	\$18.42	\$18.60

**Transitional**

Hanson will use data from the 12 month period prior to the commencement of this Contract Determination to calculate the number of loads delivered per truck. These loads shall be incorporated into a MAT sheet which will be used to calculate the average number of loads for the fleet and will apply for the first term of this Contract Determination and thereafter until 12 months has elapsed.

## APPENDIX E

### Truck Specifications

The below table sets out the minimum specifications for 8x4 agitators

#### Minimum Concrete Truck Specification

<p>Cabin</p> <p>Cabin certified to cabin crash rating ECE R29            External cabin sun-visor            ISRI air suspended drivers seat with integrated lap/sash seat belt &amp; adjustable lumbar support            Air conditioning with pollen filter            Electric windows            Heated &amp; motorized mirrors            AM/FM Radio/CD Player            12 volt auxiliary outlet on lower centre console            Engine hour meter            Park brake alert system (horn sounds when door opened &amp; park brake not applied)            Amber rotating light mounted on cabin roof            In-cabin fire extinguisher            Cruise control            Emergency triangle set            Air ride cabin</p>	<p>Fuel System</p> <p>Single no less than 250ltr or greater than 300ltr, geometric shaped alloy, no less than 25 litre to no more than 35 litre Adblue tank</p>
	<p>Electrical System</p> <p>Type: 12 volt, Negative to earth            Alternator - 130 Amp            Batteries - 3 x 12 volt, 550 Amp CCA            Body/equipment installer's air &amp; electrical connections in cab            Tail lights mounted on chassis for body builder fitment            Reverse alarm            Electronic Road Speed limiter</p>
	<p>Wheels</p> <p>Alloy wheels</p>
	<p>Paint</p> <p>Cabin &amp; front bumper factory painted into Hanson Mineral Blue            Chassis &amp; wheel hubs &amp; drums factory painted into standard black            Chassis anti-corrosion treatment including sealing of chassis at mounts and waxing</p>
<p>Exhaust</p> <p>Exhaust must be above drivers head height</p>	
<p>Engine</p> <p>Power: No less than 280hp (209 kW)            Torque: No less than 778 ft/lbs (1055 Nm)            Engine idle timer</p>	<p>Accessories</p> <p>Safety triangles            Kerb &amp; Channel mode function            Transmission breather extension</p>

Transmission 6-Speed automatic transmission with PTO transmission oil temperature gauge	Warranty Extended warranty no less than to 3 years / 600,000 km / 9,000 hours bumper to bumper 100% parts and labour. Parts Dept will provide parts discount structure for Hanson
Suspension Front Airbag or equivalent for driver comfort Capacity: 13.4 tonne	Tare No greater than 7,800 kg Tare weight with 180L fuel, all oils, fluids, no driver
Suspension Rear Must have power divider Rubber block Capacity: 18.0 tonne	Brakes ABS & ATC Lightweight Centrifuse brake drums front and rear Park brakes acting on all rear wheels and second steer axle Manual brake slack adjusters Brake exhaust mufflers Engine exhaust brake fitted Brake air drier
Chassis High tensile heat treated alloy steel channel Heavy duty centrally mounted front towing pin	
Steering Power steering Tilting and telescoping steering column	Additions

The abovementioned TARE weight requirements may be varied if either State or Federal legislation mandates such change after the date of commencement of this Contract Determination.

Any truck introduced to the fleet must be of the paint work specified by the Company.

Should it be a requirement that additional equipment be fitted to The Carriers truck that was not necessary when the truck was first introduced to the fleet, either owing to customer requirements, safety requirements or changes to Hanson truck specifications; items shall be fitted at Hanson's discretion with costs split on a 50:50 basis.

Ownership of the items will rest with the Carrier. Hanson may elect to pay 100% of costs with item ownership remaining with Hanson.

Intentional disconnection or tampering with any special fixture or communications equipment fitted to The Carrier's truck will be considered a serious breach and Hanson may at its discretion terminate the Carriers contract immediately without payment of compensation to the Carrier.