



BORAL TRANSPORT LIMITED HAULIER CONTRACT DETERMINATION

Schedule of Contract Determination published on 14.9.2012 and subsequent Variations incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Contract Determination	C8010	14.9.2012	On 30.9.2008	374	880
9	C8011	14.9.2012	The first pay period on or after 19.2.2009	374	900

CONTRACT DETERMINATION

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1. Area, Incidence and Duration

1.1 Application

This Contract Determination shall apply to Hauliers engaged by Boral Transport Limited within the State of New South Wales.

1.2 Application of Other Contract Determinations

This contract determination shall operate to the exclusion of all other contract determinations and agreements except the:

- (a) Boral GST Protocol (Facilitation & Compliance) Contract Determination [Industrial Gazette Vol 320 Page 831];
- (b) Transport Industry - Mutual Responsibility for Road Safety (State) Contract Determination [Industrial Gazette Reference Vol 361 Page 1278]; and
- (c) Transport Industry Redundancy (State) Contract Determination [Industrial Gazette Reference Vol 363 Page 853].

which shall be read and construed with this Contract Determination.

1.3 Duration

This Contract Determination shall commence to operate on 30 September 2008 and shall remain in force for a period of one year and thereafter in accordance with the Act.

1.4 Haulier Individual Contract

Subject to clause 14.1, this Contract Determination shall be read and construed with a hauliers individual contract (such contract as is executed from time to time under which the haulier is engaged by Boral to perform the cartage work) and where such contract provides a right or entitlement to the haulier more beneficial than this Contract Determination that right or entitlement shall continue to apply.



2. Parties

2.1 Boral and the Union

The parties to this Contract Determination are:

- (a) Boral; and
- (b) The Union.



3. Cartage Work

3.1 Haulier Obligations

A haulier shall perform the cartage work and do everything connected with it:

- (a) in accordance with this Contract Determination;
- (b) with due care and skill and in a proper, co-operative and thorough manner;
- (c) safely, and in accordance with Boral's safety requirements;
- (d) in accordance with the day to day operational directions given by Boral;
- (e) in accordance with any written directions, procedures or other specifications provided by Boral to a haulier;
- (f) using best efforts to promote Boral's business;
- (g) without jeopardising or damaging Boral's business; and
- (h) in compliance with all relevant laws.

3.2 Daily Records

A haulier shall return to Boral all delivery dockets, daily work sheets or other records required by Boral as and when required.

4. Prime Mover

4.1 Supply and Suitability

A haulier shall supply a prime mover which shall be suitable for the cartage work and capable of pulling the trailer provided by Boral.

4.2 Registration

A haulier shall at their own expense register their prime mover.

4.3 Maintenance and Repair

A haulier shall mechanically maintain and repair their prime mover at their own expense.

4.4 Running Expenses

A haulier shall pay all of the running costs associated with their prime mover.

4.5 Cease Using Prime Mover

A haulier shall stop using their prime mover (or any part of it) if Boral so directs because in Boral's opinion that is appropriate pending the carrying out of any repairs, maintenance, inspection or testing.

4.6 Communication Equipment

Boral shall at its expense supply, install and maintain in a haulier's prime mover the communication equipment required by Boral and the haulier shall operate that communication equipment efficiently.

4.7 Communication Equipment - Custody

A haulier shall have full responsibility for the safe custody of the communication equipment.

4.8 Return of Communication Equipment

Immediately upon the ending or termination of any head contract under which a haulier performs the cartage work they shall return the communication equipment to Boral in good order and condition, fair wear and tear only excepted.



5. Trailer

5.1 Supply and Suitability of Trailer

Boral shall supply a haulier with a trailer, which shall be suitable for the cartage work.

5.2 Maintenance and Running Expenses - Boral

Subject to clause 5.3, Boral shall at its expense register any trailer and maintain it in a safe and roadworthy condition at all times.

5.3 Maintenance and Running Expenses - Haulier

A haulier shall at its expense provide:

- (a) safe and roadworthy tyres; and
- (b) any replacement load cover if the replacement is required through the negligence of the haulier.

5.4 Timing of Trailer Maintenance

Boral and a haulier shall use their best endeavours to schedule trailer maintenance at a time that is least disruptive to the performance of the cartage work such as when a haulier is undertaking scheduled repairs or maintenance on their prime mover.

6. Nominated Driver

6.1 No One Else to Drive Vehicle

Except as expressly provided in our Contract Determination, a haulier shall make sure that no one except the nominated driver drives their vehicle when performing the cartage work.

6.2 Valid Driving Licence and Permits

A haulier shall make sure that the nominated driver is at all times the holder of a current:

- (a) driver's licence appropriately endorsed or issued in respect of their vehicle; and
- (b) immediately notify Boral if that licence is cancelled or suspended for any reason.

6.3 Change of Address

A haulier shall notify Boral in writing immediately of any change in their address or in the address of the nominated driver.

6.4 Substitute Driver

If the nominated driver cannot drive through illness or for other good reason, a haulier may use a substitute driver but a haulier shall:

- (a) first obtain Boral's approval for the substitute driver;
- (b) comply with any conditions Boral sees fit to impose including the length of time for use of the substitute driver;
- (c) make sure that the substitute driver possesses an appropriate current driver's licence; and
- (d) make sure that the substitute driver is paid in accordance with any relevant law.

6.5 Training Programs

A haulier shall make sure that the nominated driver and any substitute driver attend and satisfactorily complete any training program Boral reasonably requires.



7. Use of the Vehicle

7.1 Operating Condition

A haulier shall:

- (a) use their vehicle for cartage work strictly in accordance with the terms and conditions of this Contract Determination;
- (b) keep their vehicle clean, washed and in operating condition to Boral's satisfaction;
- (c) not overload the vehicle;
- (d) not use or operate the vehicle in a careless, reckless or dangerous manner;
- (e) make sure that the vehicle is not driven by any person under the influence of alcohol or of a drug which might adversely affect driving performance;
- (f) pay any fines or other penalties imposed if the maximum legal pay load carried with the haulier's vehicle is exceeded at any time or for any breach of any relevant laws;
- (g) immediately notify Boral, and later if required give Boral full particulars in writing, of any accident or incident in which the vehicle is involved;
- (h) shall make their vehicle available for inspection or testing as and when reasonably required by Boral; and
- (i) not use their vehicle unless or until the provisions of this clause have been complied with.

8. Loading and Delivery of Products

8.1 Depot

A haulier shall report available for work with their vehicle at the times and depots that Boral directs. A haulier will be allocated their first load next after all company operated vehicles have been allocated their first loads. Upon returning from their first load, a haulier will be allocated loads as Boral determines and to avoid any doubt Boral may allocate a load to a:

- (a) configuration of vehicle different to a haulier's requested by a customer;
- (b) company vehicle on a second shift; or
- (c) company B-Double combination vehicle,
before allocating a load to a haulier.

Immediately after being loaded, a haulier shall deliver the load to whatever address Boral instructs, and return after delivery to whatever depot Boral instructs, and a haulier shall use the shortest practicable route.

8.2 Checking of Load

After loading the vehicle and before leaving the depot, a haulier shall:

- (a) ensure that the load is secured by correct tarping and that all excess material has been cleared from the sides of the tipping body, the tailgate and anywhere else loose material could be held; and
- (b) immediately report to Boral's depot supervisor if they think that the load does not comply with the specification on the delivery docket.

8.3 Unloading

A haulier shall discharge the load at the delivery site in the manner and position reasonably directed by the customer. A haulier shall use every reasonable effort at the delivery site to obtain:

- (a) directions from the customer concerning the manner and position to discharge the load; and
- (b) from the customer any signatures required by Boral.

8.4 Salvage Rights

Boral may try to recover or salvage the load in a haulier's vehicle if there is a breakdown or accident and Boral believes that the delivery of the load may be delayed.

9. Country Work & Other Work

9.1 Performance

A haulier shall perform country or other work as directed by Boral for previously negotiated rates which must include an allowance for travelling and living away from home.

9.2 Living Away From Home Allowance

Hauliers engaged on work which precludes them from reaching their home at night shall be paid either:

- (a) all reasonable and actual expenses incurred in obtaining accommodation for the night, including an evening meal, bed and breakfast, providing the Haulier submit to Boral Transport an itemised list with supporting account paid by the contract carrier; or
- (b) where the haulier has an approved sleeper berth an allowance of \$40.00 per night shall be paid; or
- (c) such rate of remuneration which Boral and the haulier agree for the particular work.

10. Painting

10.1 Painting and Logo

Boral:

- (a) shall approve the colours for a haulier's prime mover to be painted in when it is introduced to the fleet; and
- (b) shall each five years, reimburse a haulier half of the agreed cost (labour and materials) of painting a haulier's prime mover if Boral determine that through wear and tear the prime mover requires repainting.

11. Cartage Rates

11.1 Cartage Rates

Boral shall pay a haulier the rates set out in Schedule 1 and where applicable the Fuel Rise and Fall Surcharge set out in Schedule 3.

11.2 Payment

Boral shall pay a haulier by the 15th day (or the day following if the 15th day is a Public Holiday) of the next month for the cartage work for each month at the rates stated in Schedule 1 unless there is an unforeseen administrative difficulty in the processing of a haulier's pay in which case Boral shall pay that haulier as soon as practicable.

11.3 Method of Payment

Boral will pay by electronic funds transfer to a haulier's nominated account from a recognised financial institution.

11.4 Review of Rates

Boral shall:

- (a) adjust the rates in Schedule 1 in accordance with the provisions of Schedule 1 and Schedule 2; and
- (b) when the rates are reviewed, Boral shall notify the hauliers by placing the new rates on a notice board at each depot or by providing a haulier with a copy.



12. Insurance

12.1 Vehicle, Workers Compensation

A haulier shall obtain the following insurances before the start date and maintain them at their expense at all times during the term:

- (a) compulsory third party insurance for the prime mover as required by any relevant law;
- (b) comprehensive motor vehicle insurance third party property damage with Boral noted as principal for \$5,000,000 (or such higher sum as Boral requires from time to time) for each claim or occurrence;
- (c) public liability insurance arising from a haulier's business (to include but not be limited to liabilities not covered under either a statutory or third party property damage policy) for \$10,000,000 (or such higher sum as Boral requires from time to time) for each claim or occurrence; and
- (d) workers' compensation insurance as required by any relevant law.

12.2 Insurance Policies

A haulier shall make sure that:

- (a) each insurance policy is placed with an insurer approved by Boral (who shall not unreasonably withhold its approval) and is for such amounts and covers such risks and contains such conditions, endorsements and exclusions as are reasonably acceptable to or reasonably required by Boral; and
- (b) (unless Boral agrees otherwise or unless any relevant law precludes this) Boral is named as principal for its respective rights and interests and for the purposes of a cross liabilities clause as permitted by law.

12.3 Premiums

A haulier shall punctually pay all premiums for policies and renewals of policies and shall provide on request at any time proof of payment and renewal to Boral's satisfaction.

12.4 Not to Prejudice Insurance

A haulier shall not do, permit or omit any act, matter or thing which might prejudice any insurance or make it void or voidable.

13. Termination for Default of Haulier and Stand Down

13.1 Winding Up

Boral may terminate the engagement of a haulier immediately by written notice if a haulier is wound up.

13.2 Boral's Right to Terminate for Default

If:

- (a) a haulier does not pay within one month of demand any monies payable to Boral on demand;
- (b) Boral gives a haulier a notice requiring repairs within a time which is reasonable having regard to the required repairs and a haulier does not comply with that notice;
- (c) a haulier does not comply with any provision of this Contract Determination, and a haulier fails to remedy that default within one month of written notice from Boral requiring the default to be remedied;
- (d) a haulier assigns or disposes of, or purports or attempts to assign or dispose of some or all of their rights under this Contract Determination;
- (e) except where a haulier's vehicle is unavailable due to it undergoing mechanical repairs, which are being undertaken within a time which is reasonable having regard to the required repairs, their vehicle is unavailable to perform cartage work without Boral's consent; or
- (f) the nominated driver is guilty of misconduct or is charged with an indictable offence.

then Boral may terminate the engagement of a haulier immediately by written notice.

13.3 Non-Default Termination

Despite clause 13.2, the engagement of a haulier may be terminated by either Boral or the haulier by giving the other person three months notice.



14. Assignment

14.1 No Assignment

A haulier shall not assign or dispose of, or purport or attempt to assign or dispose of some or all of their rights under this Contract Determination or their individual contract.

15. Disputes

15.1 Procedure for Dispute Resolution

The following steps apply in the following order for resolution of a dispute. For each step, the next step may be taken if the dispute has not been resolved:

- (a) consultation between a haulier and a representative of Boral at the depot;
- (b) consultation between a haulier and Boral's relevant senior manager; and then
- (c) reference of the matter to the Industrial Relations Commission of NSW.

(To avoid any doubt, at steps (b) and (c) of the procedure in clause 15.1 a haulier and Boral may be represented by their duly authorised representative)

15.2 Disputes - Continuity

Despite any issue or matter being in dispute, Boral and the relevant haulier (s) must continue to perform their respective obligations under this Contract Determination.

15.3 Building Code Compliance

Any decision of any court or tribunal must be consistent with the National Code of Practice for the Construction Industry and the Implementation Guidelines for the National Code of Practice for the Construction Industry.

16. Warranties Excluded

16.1 No representation, warranty or guarantee

Except as expressly provided for in this Contract Determination, Boral makes or gives no representation, warranty or guarantee as to the nature, quantity, quality, regularity or profitability of the cartage work.



17. Limits of Liability

17.1 No Liability

Boral is not liable to a haulier for any loss or claim:

- (a) for consequential loss or loss of use or loss of profit; or
- (b) arising out of wet weather, accident, breakdown, delay, or any other cause.

17.2 Set Off or Retention

Boral may set off any monies owing to Boral against any payment due to a haulier. Boral may as it sees fit withhold from any payment due to a haulier an amount which Boral believes to be a fair estimate of any amount which Boral is owed by a haulier.

18. Indemnity

18.1 Indemnity from Liability Caused by Cartage Work and Use of Vehicle

A haulier shall indemnify Boral, and keep Boral indemnified from any loss or claim in connection with any death or injury or damage to any person or property (including any property of theirs or of Boral) directly or indirectly caused by or in connection with or arising from:

- (a) cartage work;
- (b) their operations or business;
- (c) the use of any vehicles, plant or equipment (including without limitation their vehicle) used or to be used in connection with their operations or business; or
- (d) any breach by a haulier of our Contract Determination.

19. Notices

19.1 Method of Giving Notices

If Boral or a haulier gives a notice, consent, approval or other communication (each a "notice") under this Contract Determination, it shall be signed by them and:

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

19.2 Time of Receipt

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

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

20. Interpretation

20.1 Use of Dictionary

In our agreement, words in the left hand column of the dictionary in Part C have the meaning given by the right hand column of the dictionary unless the context requires otherwise.

21. Leave Reserved

21.1 Leave Reserved

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

- (a) Schedules 1, 2 and 3;
- (b) living away from home arrangements; or
- (c) when a trailer is unreasonably unavailable to perform the cartage work due to maintenance or repair.
- (d) PART C - DICTIONARY

Assign or dispose of	includes: <ul style="list-style-type: none">(a) cause or permit a change in control of the haulier;(b) subcontract to another person performance of some or all of the cartage work;(c) let or part with possession of the vehicle; or(d) cause or permit the nominated driver to be directly or indirectly employed by a person other than you in relation to the cartage work;
Boral	Boral Transport Ltd;
cartage work	the cartage work a haulier undertakes for Boral from time to time;
Boral's concrete plants,	Refers to the concrete plants or quarries operated by Boral Resources
Boral's Quarries	(NSW) Pty Ltd, Boral Resources (Country) Pty Ltd or a related body corporate;
change in control	(without limitation) is taken to have occurred in relation to the haulier if without Boral's prior written consent: <ul style="list-style-type: none">(a) a person who is not a director of the haulier or a holding company of the haulier becomes such a director;(b) a person ceases to be, or becomes, the natural person who directly or indirectly controls the haulier;(c) a person ceases to hold, or to own beneficially, or becomes the holder or the beneficial owner of, a majority of the voting shares (as defined in the Corporations Law) in the haulier or in any holding company of the haulier;(d) a person ceases to have, or commences to have, the capacity to appoint a majority of the directors of the haulier or of any holding company of the haulier; or



(e) in relation to any trust entitled to any income flowing from, or to any shares in, the haulier or any holding company of the haulier;

(i) a person ceases to be, or becomes, a beneficiary or discretionary object of the trust;

(ii) a distribution of, or an appointment of, such income under the trust is made in favour of a person who has not previously been the subject of a distribution or appointment of such income; or

(iii) any such share is included in property the subject of a distribution or appointment of capital from or under the trust;

(f) a person who is a director of the haulier or a holding company of the haulier ceases to be such a director;

contract area	any place where hauliers are directed to work within the State;
Haulier	haulier refers to each and all independent contractors who have been engaged as such by Boral to perform cartage work for Boral within the contract area and who subject to this Contract Determination only provide the prime mover to perform cartage work;
Day	a calendar day Monday to Saturday inclusive;
Depot	any location at which Boral requires a haulier to report available for the cartage work;
loss or claim	in relation to any person, a damage, loss, cost, expense or liability incurred by the person or a claim, action, proceeding or demand made against the person, however arising and whether present or future, fixed, unascertained, actual or contingent;
nominated driver	the person nominated by the haulier as the permanent driver of their vehicle;
Party	a party to this Contract Determination;
relevant laws	Without limitation refers to all laws including but not limited to: (a) statutes; (b) rules, ordinances, regulations and by-laws under them; (c) orders and regulations of all other relevant authorities, now or later in force relating to their business or operations (including without limitation, those concerning the environment or the use of highways, roads and bridges and the loading, maintenance and driving of vehicles or the use or operation of vehicles); and (d) chain of responsibility laws which means all laws, rules and regulations (as varied or replaced from time to time) relating to, Load, Mass, Dimension, Load Restraint and/or Fatigue Management;
State	the state of New South Wales;
Trailer	the trailer provided by Boral in accordance with this Contract Determination;



Prime mover	the prime mover provided by a haulier in accordance with this Contract Determination and the trailer provided by Boral in accordance with this Contract Determination;
Wound up	includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under administration (as defined in section 9 of the Corporations Law), the appointment of an administrator and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction, and to the procedures, circumstances and events which constitute any of those conditions or matters;
Working Day	a calendar day Monday to Saturday inclusive upon which hauliers are usually required to perform the cartage work;
Writing	includes any communication sent by letter, telex, facsimile, or telegram;
Union	Transport Workers' Union of Australia New South Wales Branch; and
Building Products Group	Includes cartage of gypsum products for Boral Plasterboard and Boral Besser.

SCHEDULE 1

RATES OF PAY

1.0 Sydney Area Rates

The rates to be paid within the Sydney Area for the cartage of:

- (a) aggregates and sands to Boral's concrete plants that were in operation as at the start date; and
- (b) all work from Boral's quarries that were in operation as at the start date;

but excluding backloading, transfers between quarries, cartage of waste product from concrete plants and cartage work for the Boral Building Products Group,

shall be per tonne/km:

KMS	RATE \$	KMS	RATE \$	KMS	RATE \$	KMS	RATE \$
1	2.37	51	8.65	101	14.23	151	18.75
2	2.50	52	8.76	102	14.32	152	18.84
3	2.63	53	8.87	103	14.41	153	18.93
4	2.76	54	8.98	104	14.50	154	19.02
5	2.89	55	9.09	105	14.59	155	19.11
6	3.02	56	9.21	106	14.68	156	19.20
7	3.15	57	9.32	107	14.77	157	19.29
8	3.28	58	9.43	108	14.86	158	19.38
9	3.41	59	9.54	109	14.95	159	19.47
10	3.54	60	9.65	110	15.04	160	19.56
11	3.68	61	9.77	111	15.14	161	19.65
12	3.81	62	9.88	112	15.23	162	19.74
13	3.94	63	9.99	113	15.32	163	19.83
14	4.07	64	10.10	114	15.41	164	19.92
15	4.20	65	10.21	115	15.50	165	20.01
16	4.33	66	10.33	116	15.59	166	20.10
17	4.46	67	10.44	117	15.68	167	20.19
18	4.59	68	10.55	118	15.77	168	20.28
19	4.72	69	10.66	119	15.86	169	20.37
20	4.85	70	10.77	120	15.95	170	20.46
21	4.99	71	10.89	121	16.05	171	20.55
22	5.12	72	11.00	122	16.14	172	20.64
23	5.25	73	11.11	123	16.23	173	20.73
24	5.38	74	11.22	124	16.32	174	20.82
25	5.51	75	11.33	125	16.41	175	20.91
26	5.63	76	11.45	126	16.50	176	21.00
27	5.75	77	11.56	127	16.59	177	21.09
28	5.87	78	11.67	128	16.68	178	21.18
29	5.99	79	11.78	129	16.77	179	21.27
30	6.11	80	11.89	130	16.86	180	21.36
31	6.24	81	12.01	131	16.95	181	21.45
32	6.36	82	12.12	132	17.04	182	21.54



KMS	RATE \$	KMS	RATE \$	KMS	RATE \$	KMS	RATE \$
33	6.48	83	12.23	133	17.13	183	21.63
34	6.60	84	12.34	134	17.22	184	21.72
35	6.72	85	12.45	135	17.31	185	21.81
36	6.84	86	12.57	136	17.40	186	21.90
37	6.96	87	12.68	137	17.49	187	21.99
38	7.08	88	12.79	138	17.58	188	22.08
39	7.20	89	12.90	139	17.67	189	22.17
40	7.32	90	13.01	140	17.76	190	22.26
41	7.45	91	13.13	141	17.85	191	22.35
42	7.57	92	13.24	142	17.94	192	22.44
43	7.69	93	13.35	143	18.03	193	22.53
44	7.81	94	13.46	144	18.12	194	22.62
45	7.93	95	13.57	145	18.21	195	22.71
46	8.05	96	13.69	146	18.30	196	22.80
47	8.17	97	13.80	147	18.39	197	22.89
48	8.29	98	13.91	148	18.48	198	22.98
49	8.41	99	14.02	149	18.57	199	23.07
50	8.53	100	14.13	150	18.66	200	23.16

2.0 South Coast Rates

The rates to be paid within the South Coast Area for the cartage of:

- (a) aggregates and sands to Boral's concrete plants that were in operation as at the start date; and
- (b) all work from Boral's quarries that were in operation as at the start date;

but excluding backloading, transfers between quarries, cartage of waste product from concrete plants and cartage work for the Boral Building Products Group,

shall be per tonne/km:

KMS	RATE \$	KMS	RATE \$	KMS	RATE \$	KMS	RATE \$
1	2.48	51	7.90	101	12.99	151	17.80
2	2.59	52	8.00	102	13.09	152	17.89
3	2.70	53	8.10	103	13.19	153	17.99
4	2.81	54	8.21	104	13.28	154	18.09
5	2.92	55	8.31	105	13.38	155	18.18
6	3.03	56	8.41	106	13.47	156	18.28
7	3.14	57	8.51	107	13.57	157	18.38
8	3.25	58	8.61	108	13.67	158	18.47
9	3.36	59	8.72	109	13.76	159	18.57
10	3.46	60	8.82	110	13.86	160	18.67
11	3.57	61	8.92	111	13.95	161	18.77
12	3.68	62	9.02	112	14.05	162	18.86
13	3.79	63	9.12	113	14.15	163	18.96
14	3.90	64	9.23	114	14.24	164	19.06
15	4.01	65	9.33	115	14.34	165	19.15
16	4.12	66	9.43	116	14.43	166	19.25
17	4.23	67	9.53	117	14.53	167	19.35
KMS	RATE \$	KMS	RATE \$	KMS	RATE \$	KMS	RATE \$
18	4.34	68	9.63	118	14.63	168	19.44
19	4.45	69	9.74	119	14.72	169	19.54
20	4.55	70	9.84	120	14.82	170	19.64
21	4.66	71	9.94	121	14.91	171	19.74
22	4.77	72	10.04	122	15.01	172	19.83
23	4.88	73	10.14	123	15.11	173	19.93
24	4.99	74	10.25	124	15.20	174	20.03
25	5.10	75	10.35	125	15.30	175	20.12
26	5.21	76	10.45	126	15.39	176	20.22
27	5.31	77	10.55	127	15.49	177	20.32
28	5.42	78	10.65	128	15.59	178	20.41
29	5.53	79	10.76	129	15.68	179	20.51
30	5.64	80	10.86	130	15.78	180	20.61
31	5.75	81	10.96	131	15.87	181	20.71
32	5.85	82	11.06	132	15.97	182	20.80
33	5.96	83	11.16	133	16.07	183	20.90
34	6.07	84	11.27	134	16.16	184	21.00
35	6.18	85	11.37	135	16.26	185	21.09



KMS	RATE \$	KMS	RATE \$	KMS	RATE\$	KMS	RATE \$
36	6.29	86	11.47	136	16.35	186	21.19
37	6.39	87	11.57	137	16.45	187	21.29
38	6.50	88	11.67	138	16.55	188	21.38
39	6.61	89	11.78	139	16.64	189	21.48
40	6.72	90	11.88	140	16.74	190	21.58
41	6.83	91	11.98	141	16.83	191	21.68
42	6.93	92	12.08	142	16.93	192	21.77
43	7.04	93	12.18	143	17.03	193	21.87
44	7.15	94	12.29	144	17.12	194	21.97
45	7.26	95	12.39	145	17.22	195	22.06
46	7.37	96	12.49	146	17.31	196	22.16
47	7.47	97	12.59	147	17.41	197	22.26
48	7.58	98	12.69	148	17.51	198	22.35
49	7.69	99	12.80	149	17.60	199	22.45
50	7.80	100	12.90	150	17.70	200	22.55

3.0 Other NSW Rates

The rates to be paid within NSW other than in the areas for which clause 1.0 and 2.0 apply for the cartage of:

- (a) aggregates and sands to Boral's concrete plants that were in operation as at the start date; and
- (b) all work from Boral's quarries that were in operation as at the start date;

but excluding backloading, transfers between quarries, cartage of waste product from concrete plants and cartage work for the Boral Building Products Group,

shall be per tonne/km:

KMS	RATE \$	KMS	RATE \$	KMS	RATE \$	KMS	RATE \$
1	2.42	51	7.66	101	12.61	151	17.28
2	2.53	52	7.76	102	12.70	152	17.38
3	2.63	53	7.86	103	12.80	153	17.47
4	2.74	54	7.96	104	12.89	154	17.56
5	2.84	55	8.06	105	12.99	155	17.66
6	2.95	56	8.16	106	13.08	156	17.75
7	3.05	57	8.26	107	13.17	157	17.84
8	3.16	58	8.36	108	13.27	158	17.93
9	3.26	59	8.46	109	13.36	159	18.03
10	3.37	60	8.56	110	13.46	160	18.12
11	3.47	61	8.65	111	13.55	161	18.21
12	3.58	62	8.75	112	13.64	162	18.31
13	3.68	63	8.85	113	13.74	163	18.40
14	3.79	64	8.95	114	13.83	164	18.49
15	3.89	65	9.05	115	13.93	165	18.59
16	4.00	66	9.15	116	14.02	166	18.68
17	4.10	67	9.25	117	14.11	167	18.77
18	4.21	68	9.35	118	14.21	168	18.86
19	4.31	69	9.45	119	14.30	169	18.96
20	4.42	70	9.55	120	14.40	170	19.05
21	4.52	71	9.64	121	14.49	171	19.14
22	4.63	72	9.74	122	14.58	172	19.24
23	4.73	73	9.84	123	14.68	173	19.33
24	4.84	74	9.94	124	14.77	174	19.42
25	4.94	75	10.04	125	14.87	175	19.52
26	5.05	76	10.14	126	14.96	176	19.61
27	5.15	77	10.24	127	15.05	177	19.70
28	5.26	78	10.34	128	15.14	178	19.79
29	5.36	79	10.44	129	15.24	179	19.89
30	5.47	80	10.54	130	15.33	180	19.98
31	5.57	81	10.63	131	15.42	181	20.07
32	5.68	82	10.73	132	15.52	182	20.17
33	5.78	83	10.83	133	15.61	183	20.26
34	5.89	84	10.93	134	15.70	184	20.35

KMS	RATE \$	KMS	RATE \$	KMS	RATE \$	KMS	RATE \$
35	5.99	85	11.03	135	15.80	185	20.45
36	6.10	86	11.13	136	15.89	186	20.54
37	6.20	87	11.23	137	15.98	187	20.63
38	6.31	88	11.33	138	16.07	188	20.72
39	6.41	89	11.43	139	16.17	189	20.82
40	6.52	90	11.53	140	16.26	190	20.91
41	6.62	91	11.62	141	16.35	191	21.00
42	6.73	92	11.72	142	16.45	192	21.10
43	6.83	93	11.82	143	16.54	193	21.19
44	6.94	94	11.92	144	16.63	194	21.28
45	7.04	95	12.02	145	16.73	195	21.38
46	7.15	96	12.12	146	16.82	196	21.47
47	7.25	97	12.22	147	16.91	197	21.56
48	7.36	98	12.32	148	17.00	198	21.65
49	7.46	99	12.42	149	17.10	199	21.75
50	7.57	100	12.52	150	17.19	200	21.84

4.0 Country and Other Work

4.1 Rate

All country work or other work not referred to in clause 1.0, 2.0, and 3.0 shall be paid at rates previously negotiated rates which must include an allowance for travelling and living away from home.

5.0 Recalculation of Rates

5.1 Rise and Fall Formula

From 1 July each year, the rates contained in Schedule 1 (clauses 1.0, 2.0, 3.0 and 6.0) shall be recalculated in accordance with Schedule 2.

SCHEDULE 2

CALCULATION OF RISE AND FALL PROCEDURES

At or about June each year, the rates in Schedule 1 shall be varied according to the following procedure.

- (a) Referring to the Table C (Benchmarks) insert current figures as directed into Table A (Cost Difference);
- (b) Calculate the percentage difference (% Difference) between the current year figures and the previous year figures (as shown in Table A);

Table A - Cost % Difference

Table A					
	Cost Component	Benchmark	2007/2008 (Previous Year)	2008/2009 (Current Year)	% Difference
1.	Diesel	Boral data July 2007- June 2008 (Card price averaged for the year)	157 cents per litre		%
2.	Motor Insurance & Rego	Transecos March 2007 - March 2008	10.45		%
3.	Tyres	Transecos March 2007 - March 2008	6.30		%
4.	Repairs & Maintenance	Transecos March 2007 - March 2008	19.84		%
5.	Wages	Transecos March 2007 - March 2008	125.14		%
6.	Capital Costs	Transecos March 2007 - March 2008	35.51		%
7.	All other Costs (Admin)	Transecos March 2007 - March 2008	21.60		%

- (c) Insert % Difference as calculated in (b) into Table B;
- (d) Calculate the % Increase by the following formula:

$$(\text{Weighting \%} / 100) \times (\% \text{ Difference}) = \% \text{ Increase};$$
- (e) Calculate the "Total % Increase" = % Increase Diesel + % Increase Motor Insurance & Rego + % Increase Tyres + % Increase Repairs & Maintenance + % Increase Wages + % Increase Capital Costs + % Increase All other costs (Admin);

Table B - Cost % Increase

Table B				
	Cost Component	Weighting Boral Transport Tipper Haulier	% Difference	% Increase = (Weighting /100) x (% Difference)
1.	Diesel	22%		
2.	Motor Insurance & Rego	4%		
3.	Tyres	3%		
4.	Repairs & Maintenance	12%		
5.	Wages	35%		
6.	Capital Costs	12%		
7.	All other Costs (Admin)	12%		
	Total	100%		Total % Increase

- (f) The rates in Schedule 1 shall then be increased by the Total % Increase effective as at 1 July of each year; and
- (g) Upon request Boral shall provide to the Union the Transeco Road Freight Cost Indices Quarterly Report. Table C - Benchmarks

Table C			
	Cost Component	Benchmark	Source of Figures to be Used
1.	Diesel	Boral data July 2008- June 2009 (Card price averaged for the year)	Caltex Metro Card Price, per litre of diesel for NSW, excluding GST, as at July of each year. Available on Caltex's Internet home page: www.caltex.com.au/pricing/cardpricing.html
2.	Motor Insurance & Rego	Transeco March 2007 - March 2008	Transeco Road Freight Cost Indices - Short Haul Freight ("Rego" plus "Insurance")
3.	Tyres	Transeco March 2007 - March 2008	Transeco Road Freight Cost Indices - Short Haul Freight ("Tyres")
4.	Repairs & Maintenance	Transeco March 2007 - March 2008	Transeco Road Freight Cost Indices - Short Haul Freight ("Maintenance")
5.	Wages	Transeco March 2007 - March 2008	Transeco Road Freight Cost Indices - Short Haul Freight ("Driver")
6.	Capital Costs	Transeco March 2007 - March 2008	Transeco Road Freight Cost Indices - Short Haul Freight ("Capital")
7.	All other Costs (Admin)	Transeco March 2007 - March 2008	Transeco Road Freight Cost Indices - Short Haul Freight ("Admin")

Notes:

- Fuel data is the average of the Boral card rate for NSW for the preceding 12 months reviewed as at July each year.
- Transeco Road Freight Cost Indices used for short haul freight based on March to March quarters.
- For annual cost movements capital component is excluded as the capital is based on original purchase base.



SCHEDULE 3

FUEL RISE & FALL SURCHARGE

Despite Schedules 1 and 2, from the date of commencement of this Contract Determination, a Fuel Rise and Fall Surcharge ("Fuel Surcharge") shall apply in accordance with this Schedule:

1.0 PROCEDURE

- (a) The Fuel Surcharge operates as both a percentage surcharge and percentage rebate and shall be calculated on a monthly basis;
- (b) The Fuel Surcharge initial Base Fuel Price will be set at 157 cents per litre ("cpl")(Sydney Caltex Starcard diesel price as of the last week of May 2008);
- (c) The New Fuel Price will be equal to the average of the weekly Sydney Caltex Starcard diesel price for the month;
- (d) There is a sensitivity band of 5 cpl above and below the Base Fuel Price where the fuel surcharge or rebate will not be applied for the month;
- (e) If the New Fuel Price falls outside the 5 cpl sensitivity band the Fuel Surcharge or Rebate shall be applied in accordance with the following formula:

- (i) If the New Fuel Price is not 5cpl above or below the Base Fuel Price then no Fuel Surcharge or Rebate is applied for the month.
For example;
Base Fuel Price = 157cpl
New Fuel Price = 160cpl
Increase in Fuel Price = 3cpl

Fuel Price does not fall outside the 5cpl Sensitivity Band therefore no Fuel Surcharge or Rebate is applied.

- (ii) If the New Fuel Price is 5cpl above the Base Fuel Price, then a surcharge will apply as follows:

Fuel Surcharge \$ for the job = Billed Kilometres * (New Fuel Price - Base Fuel Price)
Cartage cost for the trip \$ = Rate * [X tonne for truck configuration]
Fuel Surcharge % = Fuel Surcharge \$ for the job / Cartage Cost for the trip \$

For example:
Base Fuel Price = 157cpl
New Fuel Price = 165 cpl
Increase in Fuel Price = 8cpl

Billed Km for a particular job = 50km
Fuel Surcharge = 50km * (165cpl - 157cpl)
= \$4.00 for the job

If rate structure for the 50km job is \$10.23 per tonne
Cartage Cost for the trip = \$10.23 *32 tonne truck and dog
= \$327.36

Fuel Surcharge % = 4.00 / 327.26 = 1.2%



- (iii) If the New Fuel Price is 5cpl below the Base Fuel Price, then a fuel rebate will apply as follows:

Fuel Rebate \$ for the job = Billed Kilometres * (New Fuel Price - Base Fuel Price)

Cartage cost for the trip \$ = Rate * [X tonne for truck configuration]

Fuel Rebate % = Fuel Surcharge \$ for the job / Cartage Cost for the trip \$

For example:

Base Fuel Price = 157cpl

New Fuel Price = 149 cpl

Increase in Fuel Price = -8cpl

Billed Km for a particular job = 50km

Fuel Rebate = 50km * (149cpl - 157cpl)
= -\$4.00 for the job

If rate structure for the 50km job is \$10.23 per tonne

Cartage Cost for the trip = \$10.23 *32 tonne truck and dog
= \$327.36

Fuel Rebate % = -4.00 / 327.26 = - 1.2%

- (f) The Base Fuel Price will be readjusted on 1 April of each year based on the relevant Sydney Caltex Starcard diesel price.