

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/251**

**TITLE: CSR Ltd t/as CSR Construction Materials Sydney Quarries LOD Agreement**

**I.R.C. NO: 1999/4066**

**DATE APPROVED/COMMENCEMENT: 4 August 2000**

**TERM: 36 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 6 October 2000**

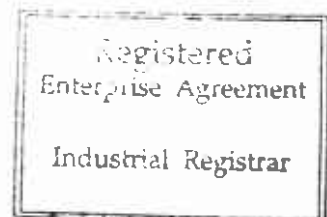
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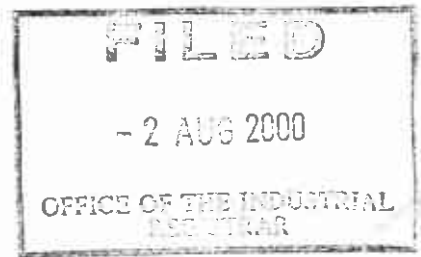
**NUMBER OF PAGES: 27**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all Contract Carriers engaged by Readymix to carry quarried material from sites at Penrith, Prospect, Hornsby, Londonderry, East Kurragong, Snady Point, Mt. Hunter and other locations

**PARTIES:** CSR Limited T/as CSR Readymix -&- Transport Workers' Union of Australia, New South Wales Branch





AGREEMENT

THIS AGREEMENT is made on  
the following parties.

27 July

2000, between

CSR LIMITED trading as the READYMIX GROUP of 90-92 Phillip Street, Parramatta in the State of New South Wales [hereinafter referred to as "Readymix"] of the one part; and

THE TRANSPORT WORKERS UNION OF AUSTRALIA NSW BRANCH of 388 Sussex Street, Sydney in the State of New South Wales [hereinafter referred to as "the Union"] for an on behalf of Contract Carriers engaged by Readymix within the provisions of clause 1, Scope of this Agreement.

The parties hereto hereby agree as follows:

1. SCOPE

- 1.1 This agreement applies to all Contract Carriers engaged by Readymix for the purpose of carrying quarried material (including sandstone) and such other materials as may be agreed by the parties from time to time, from sites at Penrith, Prospect, Hornsby, Londonderry, East Kurragong, Sandy Point, Mt. Hunter and such other locations as may be agreed.
- 1.2 Where the provisions of the Transport Industry – Quarried Materials &c. Carriers Contract Determination are inconsistent with the provisions of this Agreement then this Agreement shall prevail.

2. FLEET

- 2.1 The fleet size as at the date this Agreement is approved by the Industrial Relations Commission shall commence at twelve (12) vehicles made up as follows:
  - 5 Trailers
  - 7 Rigid vehicles
- 2.2 Readymix may adjust the fleet size and configuration of the fleet at any time during this Agreement subject to paying compensation in accordance with Clause 5 Contract Value of this Agreement.
- 2.3 In any case Readymix has the right to detach dogs from company owned vehicles and use those vehicles as rigid vehicles. The provisions of Clause 12 Rostering of this Agreement will be applied in respect of those vehicles.



### **3. TERM OF CARRIER CONTRACTS**

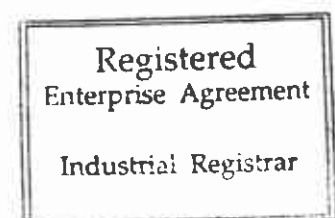
- 3.1 Each Contract Carrier has a contract with Readymix for a term of seven (7) years commencing on 1 August, 1996.
- 3.2 At the end of the term the contractual relationship between the parties shall cease.
- 3.3 Six months prior to the expiration of the contract between Readymix and each Contract Carrier Readymix will consult with the Contract Carriers and the Union as to the possible renewal of the Carriers contract.

### **4A. CARTAGE RATES**

- 4A.1 Subject to the provisions of clause 4B of this Agreement, Readymix will pay cartage rates to Contract Carriers who operate trailers in accordance with the rates shown in Schedule A.
- 4A.2 Subject to the provisions of clause 4B of this Agreement, Readymix will pay cartage rates to Contract Carriers who operate rigid vehicles in accordance with the rates shown in Schedule A when the Contract Carrier undertakes rigid work.
- 4A.3 Subject to the provisions of clause 4B of the Agreement, Readymix will pay cartage rates to Contract Carriers who operate rigid vehicles in accordance with the rates shown in Schedule A when the Contract Carrier undertakes trailer work.
- 4A.4 Cartage rates paid for back loading shall be a matter of negotiation between Readymix and the Union but Readymix shall be under no obligation to offer back loads at any time.
- 4A.5 Where a load is rejected or not delivered for reasons beyond the control of the Carrier then the Carrier will be paid at the full rate for the journey to the intended delivery point and at 50% of the rate for the return journey.

### **4B. RISE AND FALL**

- 4B.1 Cartage rates will be revised annually on 1 January pursuant to the Rise and Fall formula in Schedule B. In addition, cartage rates will be reviewed on 1 July each year, commencing 1 July 2001, with regard to fuel prices only. Such fuel review will be undertaken in accordance with the principles contained in clause 20.8.
- 4B.2 The rise and fall formula will be deemed to have been applied effective 1 January 2000 to include an increase in the cartage rates of 7.85% on the rate payable on 31 December 1999. Any amounts outstanding as not paid to Carriers as a result of this increase will be paid to the Carriers upon approval of this agreement by the Industrial Relations Commission.



**5. CONTRACT VALUE FOR PREVIOUSLY "DEEDED" CONTRACT CARRIERS**

- 5.1 The contract between Readymix and each Contract Carrier (who prior to the making of this Agreement held a Deed signed by Readymix which entitled the Contract Carrier to sell his truck "in work" and whose name appears in Schedule D to this Agreement) governed by the terms of this Agreement, made on 1 August 1996 as varied on 26 July 2000, shall have an initial value of Eighty Thousand Dollars (\$80,000.00) which will decline at a pro-rata rate to zero over the life of the Contract.
- 5.2 If a Schedule D Contract Carrier's contract is terminated by Readymix for any reason other than convicted or admitted theft or serious misconduct then Readymix shall pay to the Schedule D Contract Carrier an amount calculated in accordance with the following formula.

$$\$80,000.00 \times G/H$$

Where H = the initial term of 7 years

and G = the number of years (or part thereof, expressed as a decimal) remaining in the contract.

Example: A contract of carriage is for a term of 7 years, commencing on 1 April, 1996. The contract is then terminated by Readymix on 30 September, 2000.

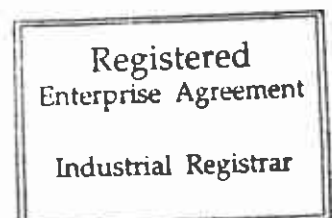
$\$80,000.00 \times 2.5/7$  (there being two and one-half years left until the expiration of the contract).

$$= \$28,571.43$$

- 5.3 If a Schedule D Contract Carrier's contract is terminated for convicted or admitted theft or serious misconduct then the Carrier will not receive any compensation.

**5B. CONTRACT VALUE FOR PREVIOUSLY "UNDEEDED" CONTRACT CARRIERS**

- 5B.1 The contract between Readymix and each Contract Carrier (who prior to the making of this Agreement did not hold a Deed signed by Readymix which entitled the Contract Carrier to sell his truck "in work" and who is not listed in Schedule D) governed by the terms of this Agreement, made on 1 August 1996 as varied on 26 July 2000, shall have an initial value of Fifty Thousand Dollars (\$50,000.00) which will decline at a pro-rata to zero over the life of the Contract.



5B.2 If a Contract Carrier's contract is terminated by Readymix for any reason other than convicted or admitted theft or serious misconduct then Readymix shall pay to the Contract Carrier an amount calculated in accordance with the following formula.

$$\$50,000.00 \times \frac{G}{H}$$

Where H = the initial term of 7 years

and G = the number of years (or part thereof, expressed as a decimal) remaining in the contract.

Example: A contract of carriage if for a term of 7 years, commencing on 1 April, 1996. The contract is then terminated by Readymix on 30 September, 2000.

$\$50,000.00 \times 2.5/7$  (there being two and one-half years left until the expiration of the contract).

= \$17,857.15

5B.3 If a Contract Carrier's contract is terminated for convicted or admitted theft or serious misconduct then the Carrier will not receive any compensation.

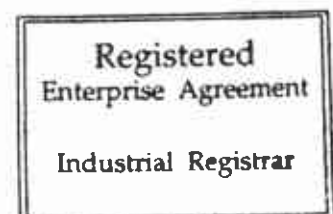
## 6. TRANSFER FEE

6.1 Clause 6, Transfer Fee shall only apply to the Readymix contracts between Readymix and the Contract Carriers listed in Schedule D to this Agreement (i.e. Contract Carriers who were previously "Deeded").

6.2 Readymix will pay to each of the Schedule D Carriers a sum of \$20,000.00 ("the fee") as compensation for the termination of the Schedule D's Carriers former Deed. The fee is payable by Readymix to the Schedule D Carrier on the expiration of the Carriers contract unless the contract is renewed at the contracts expiration or assigned by the Contract Carrier prior to the contracts expiration.

6.3 If the Schedule D Contract Carriers contract is terminated by Readymix prior to its expiration (other than for convicted or admitted theft or serious misconduct) then Readymix shall pay the fee to the Schedule D Contract Carrier.

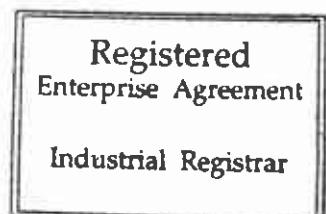
6.4 Readymix shall not be required to pay the fee, or any part thereof, to the Schedule D Contract Carrier if:



- 6.4.1 the Schedule D Contract Carrier, at any time during the term of the contract assigns the contract to a third party;
- 6.4.2 Readymix and the Schedule D Contract Carrier agree to renew the Carriers contract at the expiration of the contract.
- 6.5 Where the Schedule D Contract Carrier assigns the contract to a third party then the right to the fee under the conditions detailed in this clause will pass to the third party.

## 7. ASSIGNMENT OF CONTRACTS

- 7.1 Clause 7, Assignment of contracts, shall only apply to contracts between Readymix and the Contract Carriers listed in Schedule D to this Agreement. No Contract Carrier, other than those listed in Schedule D, will have a right to assign their contract.
- 7.2 A Schedule D Contract Carrier shall be free to assign the balance of the term of the contract to a third party subject to the provisions of this clause.
- 7.3 Where a Schedule D Contract Carrier wishes to sell the balance of the term of the contract then the Carrier must first notify Readymix in writing of intention to sell and must offer Readymix the first right to purchase the balance of the contract at a price calculated in accordance with Clause 5 hereof.
- 7.4 Upon being so notified by a Schedule D Carrier Readymix must advise the Carrier in writing within twenty eight (28) days as to whether Readymix wishes to purchase the balance of the contract.
- 7.5 If Readymix does wish to purchase the contract then upon advising the Schedule D Carrier to that effect in writing it shall also give to the Carrier a cheque for an amount calculated in accordance with the formula contained in Clause 5.2 of this Agreement plus the Transfer Fee referred to in Clause 6. When the Carrier receives the cheque the contract becomes the property of Readymix and the contractual relationship between the Carrier and Readymix is terminated.
- 7.6 Readymix shall be under no obligation to purchase the vehicle of the Carrier however may do so at its discretion at a price mutually agreed between the parties.
- 7.7 Where Readymix advises a Schedule D Contract Carrier within the twenty eight (28) day period that it does not wish to purchase the contract then the Carrier is free to sell on the open market.
- 7.8 Readymix must first approve the purchaser of the balance of any contract but the approval of Readymix will not be unreasonably withheld.



- 7.9 It is a condition of this Agreement that the Schedule D Contract Carrier and any other purchaser approved by Readymix must execute a binding Deed of Release in the form contained in Schedule C to this Agreement which Deed releases Readymix from any liability in respect of any premium or "goodwill" amount which the purchaser may have paid or which the Contract Carrier might seek to claim. Readymix will not allow the purchaser to enter the fleet until the Deed of Release has been properly executed.

## **8. WAITING TIME**

- 8.1 Readymix is not liable for the payment of waiting time to any Contract Carrier during the term of this Agreement except on special jobs or in special circumstances where Readymix is able to recover waiting time payment from the customer concerned by way of contractual arrangement up front.

## **9. STATUTORY REQUIREMENTS AND INSURANCE**

- 9.1 At the expense of the Contract Carrier, the Contract Carrier has the obligation to hold and maintain as valid all licences, registration and other requirements of State and Federal legislation.
- 9.2 At the expense of the Contract Carrier, the Contract Carrier shall keep and maintain as valid all relevant insurances including Third Party Comprehensive, Workers Compensation (extending to both the permanent driver and any relief driver) and Public Liability (to a level of \$5 Million).
- 9.3 All Contract Carriers must be incorporated and registered with the Australian Securities Commission at all time during the term of this Agreement.
- 9.4 Readymix has the right to view all statutory documentation and to request photocopies of such documentation in order to be satisfied that a Contract Carrier is complying with provisions of this clause.

The Carrier shall provide all requested documentation within (7) days of the request being made.

## **10. SAFETY NET**

- 10.1 Readymix will administer a Safety Net system on an annual basis but at the end of each year the Safety Net calculation shall commence from a zero base i.e. there shall be no carry over from the end of one year to the start of another. For the purposes of calculating whether a Carrier is entitled to a Safety Net payment all cartage income will be taken into account including cartage of sandstone and other materials, back loads, and earnings generated with other principal contracts



where a Carrier has been allowed to leave the site under the provisions of Clause 11.2.

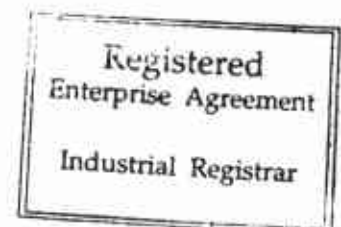
- 10.2 Readymix will make a Safety Net payment where any rigid Carrier does not achieve a gross income of \$13,500.00 in any one quarter or where any trailer Carrier does not achieve a gross income of \$14,500.00 in any one quarter. The Safety Net payment will be the difference between the gross earnings of the Contract Carrier for that quarter and the amount of \$13,500.00 for rigids or \$14,500.00 for trailers. The Safety Net will be CPI adjusted by using the CPI increase (Consumer Price Index – all group weighted average of eight capital cities as published by the ABS document publication (publication number 60401.1) between the date of commencement of this Agreement and the date of annual adjustment being the first day of April each year.
- 10.3 Where a Contract Carrier receives a Safety Net payment in one quarter and his earnings exceed the Safety Net amount in the next quarter the amount of the Safety Net payment made in the previous quarter will be refunded to Readymix by way of a direct debit from the Carriers payment with an account reconciliation provided.

## **11. AVAILABILITY**

- 11.1 Each Contract Carrier must be available Monday to Friday and on Saturday as required by Readymix and at other times as determined by mutual agreement between the parties.
- 11.2 Each Carrier must be on call until 10.00am. If no work has been allocated to the Carrier by 10.00am then the Carrier may request permission to leave the yard and seek other work provided that Readymix must agree before the Carrier is entitled to leave.

## **12. ROSTERING**

- 12.1 In this clause “company vehicle” means any vehicle which is labelled as a Readymix or CSR vehicle.
- 12.2 Readymix will maintain a regular cyclic roster to ensure that all Contract Carriers obtain a fair opportunity to cart material which is available to the Contract Carrier fleet.
- 12.3 Readymix will provide the following order of preference in loading:
1. In respect of trailer work:





- 1.1 Company vehicles.
  - 1.2 Contract Carriers who operate trailers.
  - 1.3 Contract Carriers who operate rigids.
  - 1.4 Casual and fleet operators.
2. In respect of rigid work:
- 2.1 Contract Carriers who operate rigids.
  - 2.2 Casual and fleet operators.
  - 2.3 Where Readymix adds company owned rigid vehicles to the fleet those vehicles will not have preference to Contract Carriers but will work in a cyclic roster with the Contract Carriers.
- 12.4 If vehicles from the asphalt business cart materials for use in asphalt manufacture then those vehicles will be given preference for that work. Where the asphalt vehicles are used to cart quarried materials to other customers then they will work in a cyclic roster with the Contract Carriers.

### **13. LOCATION**

Readymix shall at its discretion direct a Contract Carrier as to where the Carrier shall commence on any day.

### **14. CARRIER PAYMENTS**

Readymix will make two (2) payments each month for cartage to the Contract Carriers in accordance with current practices.

### **15. RADIO**

Readymix will supply a 2-way radio at its own cost. It shall be the responsibility of each Contract Carrier to take reasonable steps to ensure that the radio is not stolen or damaged.

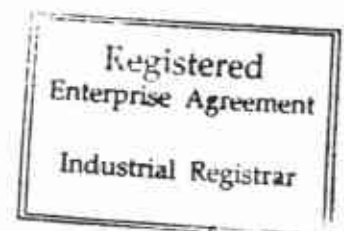
### **16. LOADING PAYMENT**

All Contract Carriers will be paid in accordance with the rates contained in Schedule A on the basis of a 12 tonne minimum for all loads i.e. no load will be paid at less than the 12 tonne rate.

### **17. COVERING LOADS**

Where either Readymix or any customer so requires a Contract Carrier shall cover the load in his vehicle to comply with the requirement.

### **18. DISPUTES PROCEDURE**



- 18.1 It is understood and accepted by all parties to this Agreement that work shall continue normally during all negotiations and any necessary proceedings.
- 18.2 When there is a disagreement, the Carrier shall attempt to resolve the matter by negotiating with Readymix or its representative on site.
- 18.3 Where the matter is not resolved, the Yard Carrier Delegate shall attempt to resolve the matter by negotiation with Readymix or its representative on site.
- 18.4 If the matter remains unresolved, the representative together with the Secretary, Assistant Secretary or the representative of the Union may be party to continued discussions, negotiations with the relevant representatives of Readymix.
- 18.5 If the matter is unresolved the matter will be notified to the Industrial Relations Commission of New South Wales by the Union or Readymix pursuant to Section 332 of the *Industrial Relations Act 1996*.

## 19. TERM

This Agreement shall commence operation on the date of approval by the New South Wales Industrial Relations Commission and shall remain in force for a period of three (3) years. Thereafter the agreement shall continue unless varied by consent of the parties.

## 20. GOODS AND SERVICES TAX

### 20.1 Definitions

20.1.1 For the purposes of this clause the following terms will have the following meanings:

**Agreement** means this Contract Agreement.

**Carrier** means a carrier undertaking a contract of carriage, as defined in section 309 of the *Industrial Relations Act 1996* as amended.

**Commission** means the Industrial Relations Commission of New South Wales.

**Contract Agreement** means an agreement between a principal contractor and either a representative of carriers or a group of carriers, approved by the Commission, in accordance with the *Industrial Relations Act 1996* as amended.

**GST** means the Goods and Services Tax as contained in the GST Legislation.

**GST Legislation** means the *A New Tax System (Goods and Services) Act 1999 (Cth)* and all associated legislation, as amended.

**RCTI** means a recipient created tax invoice.



20.1.2 All definitions contained in the GST Legislation are imported into this agreement as if they were replicated here and all definitions shall apply to this agreement other than where the context does not allow.

20.1.3 Words importing the singular shall import the plural and vice versa.

20.1.4 Words importing gender shall be considered to import all genders.

20.1.5 A reference to a person will include a reference to a corporation and vice versa.

## 20.2 Application

20.2.1 This clause sets out the arrangements for the imposition of the GST which commences on 1 July 2000. The purpose of this agreement is to ensure that the transition in applying the GST is smooth for both Readymix and the Carriers with which Readymix deals.

20.2.2 It is the intention of all parties and the purpose of this clause is to ensure that Readymix is able to remain competitive without adversely affecting the interests of its Carriers.

20.2.3 Government policy in relation to the GST states that all net cost savings achieved due to the introduction of the GST must be passed on to consumers in the form of lower prices. This clause aims to pass on any savings that result from the application of the GST to the contracts between Readymix and its Carriers.

20.2.4 The purpose of this clause is to define all arrangements with respect to the implementation of the GST Legislation for Readymix and its Carriers. The terms of this clause wholly exclude the terms of the *Transport Industry (GST Facilitation) Contract Determination*, as amended, or any other contract determination or agreement made with the purpose of dealing with the GST Legislation.

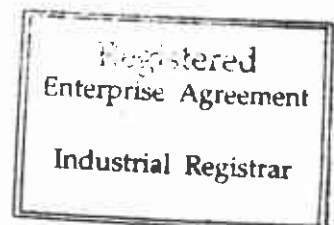
## 20.3 Current Cartage Rates

20.3.1 Rates of remuneration payable to the Carriers pursuant to this Agreement are exclusive of GST. Readymix will add GST to the current rates.

## 20.4 Impact of GST on Cost Components

20.4.1 Calculation of the rates of remuneration in this Agreement in accordance with the rise and fall formula will incorporate the impact of the GST Legislation as follows:

20.4.1.1 Subject to clause 20.8.2, the first date set in this Agreement for a review of the rate of remuneration following 1 July 2000 will be 30 September 2000. All other review dates in this Agreement will remain unchanged.



- 20.4.1.2 Subject to clauses 4B.2 and 20.4.1.4, the rate review referred to in clause 20.4.1.1 will include all changes in price on all factors considered in the rise and fall formula including any fall in price due to the abolition or reduction in taxes other than the GST following the implementation of the GST Legislation but shall exclude the addition of the GST.
- 20.4.1.3 The labour and capital components contained in the rise and fall formula, if applicable, will be adjusted in accordance with the principles and timing currently contained in this Agreement.
- 20.4.1.4 The parties will agree on a fixed cost to account for the increased administrative costs borne by the Carriers in complying with the GST Legislation, if any. In considering any increase the parties will have regard to, amongst other things, amendments to the industry standard administrative charge and specific changes to the administrative costs of the Carriers.

## 20.5 Tax Invoice Procedure

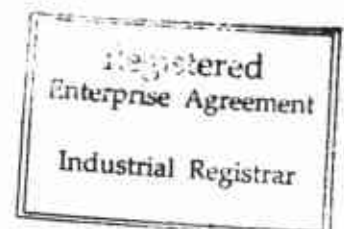
- 20.5.1 All Carriers will notify Readymix of their ABN as soon as possible after the number is issued. If a Carrier does not notify Readymix of its ABN, Readymix may withhold 48.5% of their remuneration.
- 20.5.2 The Carriers agree that Readymix will generate invoices in relation to each Carrier's GST liability. The Carriers acknowledge that it is the responsibility of each Carrier to ensure that all GST invoices are correct in their calculations of GST liability and that the correct amount of GST has been remitted by the Carrier.
- 20.5.3 The Carriers agree that Readymix may, at its option, prepare RCTIs in accordance with ATO Ruling GSTR 2000/10 or any subsequent ATO Ruling that applies to Readymix and the Carriers.

## 20.6 Penalties

- 20.6.1 Nothing in this Contract Agreement requires Readymix to pay any amount on account of a fine, penalty, interest or other amount for which a Carrier is liable, to the extent that the liability arises as a consequence of a default of the Carrier, a Carrier's employees, agents or any other persons acting for the Carrier.

## 20.7 GST Training

- 20.7.1 Readymix will provide instructional materials to its Carriers explaining the contents of this clause within 14 days of the approval of this Agreement by the Commission.



20.7.2 Readymix will include training with regard to the contents of this agreement and the impact of the GST as part of its induction process which is undertaken by all new Carriers retained by Readymix.

20.7.3 The parties acknowledge that, prior to the date of this agreement, Readymix has offered its Carriers training with regard to the GST and its expected impact on the Agreements.

## **20.8 Diesel and Alternative Fuel Grant Scheme and Fuel Price Reduction**

20.8.1 All Carriers will apply for the Diesel and Alternative Fuel Grant or similar scheme introduced as part of the GST Legislation, as amended.

20.8.2 The rise and fall formula in this Agreement will be amended, effective 1 July 2000, to include the Diesel and Alternative Fuel Grant Scheme receipt and fuel price reduction which will be applied and incorporated into the formula.

20.8.3 The following procedure will be used in calculating the price change due to the Diesel and Alternative Fuel Grant:

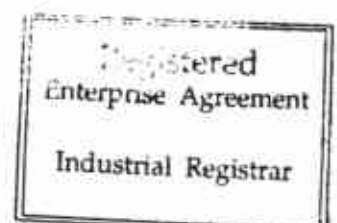
20.8.3.1 The benchmark price for fuel will be reassessed effective 1 July 2000 or as soon as possible after that date. This process will occur in accordance with the requirements contained in this Agreement.

20.8.3.2 The amount determined under clause 20.8.3.1 will be reduced by an amount representing the GST, which is currently one eleventh of that price, to determine a GST free price.

20.8.3.3 The amount calculated in clause 20.8.3.2 will be further reduced by the amount of the Diesel and Alternative Fuel Grant.

20.8.3.4 The amount calculated pursuant to clause 20.8.3.2 will be the price for fuel incorporated into the rise and fall formula referred to in clause 20.8.2.

20.8.4 Should the rate of the rebate (currently 17.798 cents per litre) under the Diesel and Alternative Fuel Grant Scheme be varied or abolished the parties will conduct an immediate rate review through the rise and fall formula.



Dated the 27<sup>th</sup> ..... day of July ..... 2000.

SIGNED for and on behalf of  
THE TRANSPORT WORKERS UNION  
OF AUSTRALIA NEW SOUTH WALES  
BRANCH in the presence of:

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)  
)  
)

[Signature]

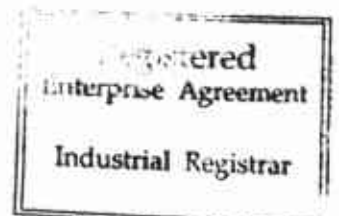
[Signature]

SIGNED for an on behalf of  
CSR Ltd t/as THE READYMIX GROUP  
in the presence of:

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SCHEDULE A

CSR READYMIX

**SYDNEY QUARRIES LOD UTILISATION FORMULA**

- MAT fleet averages to be used i.e.  $\frac{\text{MAT tonnes / category}}{\text{No. trucks in group}}$
- Increment is to be tonnes carted.
- Reconciled quarterly.
- Initial rates to apply are: Group A (Rigids) Readymix Schedule R2  
Group B (Trailers) Readymix Schedule T2
- Group C (Opportunity Pool) applies to trailer work performed on rigid vehicles.

Group A: Rigids	MAT Tonnes		
Schedule R1	0	-	7500
Schedule R2	7501	-	25000
Schedule R3	25001	-	Onwards

Group B: Trailers	MAT Tonnes		
Schedule T1	0	-	6000
Schedule T2	6001	-	35000
Schedule T3	35001	-	Onwards

Group C: Opportunity Pool	MAT Tonnes		
Schedule T2	0	-	Onwards



SCHEDULE A

CSR READYMIX

**SYDNEY QUARRIES LOD UTILISATION FORMULA**

Theoretical Example: *Rigid Work*

- Assume quarter ends in June.
- To determine MAT (moving annual total) as at June the total of the monthly fleet average tonnes carted (rigid work) needs to be calculated for the period July of the previous year to June.

MONTHLY FLEET AVERAGES (Tonnes carted) - RIGID WORK

July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1219	1240	1320	1221	1362	675	1247	1195	1133	878	1084	1120

← Add July to June →

MAT June = 13694 tonnes.

Therefore, the cartage rate to apply to rigids for the next quarter (July, August, September) would be Readymix Schedule R2 which has a range of 7501 tonnes to 25000 tonnes.

- In determining the rate for the October quarter the MAT as at September would be calculated as follows:

MONTHLY FLEET AVERAGES (Tonnes carted) - RIGID WORK

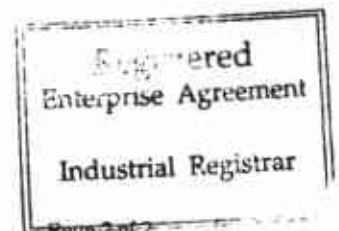
Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
1221	1362	675	1247	1195	1133	878	1084	1120	1276	1382	1460

← Add October to September →

MAT September = 14033 tonnes

Therefore the cartage rate for rigids for the quarter (October, November, December) would be Readymix Schedule R2 (7501 tonnes to 25000 tonnes).

- **Trailer Rates** will be derived as per the above example for Rigid Work with the exceptions being:
  - monthly fleet averages for trailer work will be used to determine the MAT.
  - Trailer Work cartage schedules will apply.





# READYMIX SYDNEY RAW MATERIALS LUD

## CARTAGE RATES SCHEDULE : T3

(Rate Per Tonne) DATED 03/08/96

Kms	\$	Kms	\$	Kms	\$	Kms	\$	Kms	\$
1	2.29	41	7.22	81	11.64	121	15.54	161	19.03
2	2.42	42	7.33	82	11.75	122	15.63	162	19.11
3	2.55	43	7.45	83	11.86	123	15.71	163	19.20
4	2.68	44	7.57	84	11.97	124	15.80	164	19.29
5	2.80	45	7.68	85	12.08	125	15.89	165	19.38
6	2.93	46	7.80	86	12.18	126	15.97	166	19.46
7	3.06	47	7.92	87	12.29	127	16.06	167	19.55
8	3.18	48	8.03	88	12.40	128	16.15	168	19.64
9	3.31	49	8.15	89	12.51	129	16.24	169	19.72
10	3.44	50	8.27	90	12.62	130	16.32	170	19.81
11	3.57	51	8.38	91	12.73	131	16.41	171	19.90
12	3.69	52	8.48	92	12.84	132	16.50	172	19.99
13	3.82	53	8.59	93	12.95	133	16.58	173	20.07
14	3.95	54	8.70	94	13.05	134	16.67	174	20.16
15	4.08	55	8.81	95	13.16	135	16.76	175	20.25
16	4.20	56	8.92	96	13.27	136	16.85	176	20.33
17	4.33	57	9.03	97	13.38	137	16.93	177	20.42
18	4.46	58	9.14	98	13.49	138	17.02	178	20.51
19	4.58	59	9.25	99	13.60	139	17.11	179	20.60
20	4.71	60	9.36	100	13.71	140	17.20	180	20.68
21	4.84	61	9.46	101	13.79	141	17.28	181	20.77
22	4.97	62	9.57	102	13.88	142	17.37	182	20.86
23	5.09	63	9.68	103	13.97	143	17.46	183	20.94
24	5.22	64	9.79	104	14.06	144	17.54	184	21.03
25	5.35	65	9.90	105	14.14	145	17.63	185	21.12
26	5.46	66	10.01	106	14.23	146	17.72	186	21.21
27	5.58	67	10.12	107	14.32	147	17.81	187	21.29
28	5.70	68	10.23	108	14.40	148	17.89	188	21.38
29	5.81	69	10.33	109	14.49	149	17.98	189	21.47
30	5.93	70	10.44	110	14.58	150	18.07	190	21.56
31	6.05	71	10.55	111	14.67	151	18.15	191	21.64
32	6.18	72	10.66	112	14.75	152	18.24	192	21.73
33	6.28	73	10.77	113	14.84	153	18.33	193	21.82
34	6.40	74	10.88	114	14.93	154	18.42	194	21.90
35	6.52	75	10.99	115	15.02	155	18.50	195	21.99
36	6.63	76	11.10	116	15.10	156	18.59	196	22.08
37	6.75	77	11.20	117	15.19	157	18.68	197	22.17
38	6.87	78	11.31	118	15.28	158	18.76	198	22.25
39	6.98	79	11.42	119	15.38	159	18.85	199	22.34
40	7.10	80	11.53	120	15.45	160	18.94	200	22.43

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# READYMIX SYDNEY RAW MATERIALS LOD

## CARTAGE RATES SCHEDULE : T2

(Rate Per Tonne) DATED 03/08/96

Kms	\$	Kms	\$	Kms	\$	Kms	\$	Kms	\$
1	2.44	41	7.67	81	12.37	121	16.51	161	20.22
2	2.57	42	7.79	82	12.48	122	16.60	162	20.31
3	2.71	43	7.92	83	12.60	123	16.69	163	20.40
4	2.84	44	8.04	84	12.71	124	16.79	164	20.49
5	2.98	45	8.16	85	12.83	125	16.88	165	20.59
6	3.11	46	8.29	86	12.95	126	16.97	166	20.68
7	3.25	47	8.41	87	13.06	127	17.07	167	20.77
8	3.38	48	8.54	88	13.18	128	17.16	168	20.86
9	3.52	49	8.66	89	13.29	129	17.25	169	20.96
10	3.65	50	8.78	90	13.41	130	17.34	170	21.05
11	3.79	51	8.90	91	13.52	131	17.44	171	21.14
12	3.92	52	9.02	92	13.64	132	17.53	172	21.23
13	4.06	53	9.13	93	13.75	133	17.62	173	21.33
14	4.19	54	9.25	94	13.87	134	17.71	174	21.42
15	4.33	55	9.36	95	13.99	135	17.81	175	21.51
16	4.47	56	9.48	96	14.10	136	17.90	176	21.61
17	4.60	57	9.59	97	14.22	137	17.99	177	21.70
18	4.74	58	9.71	98	14.33	138	18.08	178	21.79
19	4.87	59	9.82	99	14.45	139	18.18	179	21.88
20	5.01	60	9.94	100	14.56	140	18.27	180	21.98
21	5.14	61	10.06	101	14.66	141	18.36	181	22.07
22	5.28	62	10.17	102	14.75	142	18.46	182	22.18
23	5.41	63	10.29	103	14.84	143	18.55	183	22.25
24	5.55	64	10.40	104	14.93	144	18.64	184	22.35
25	5.68	65	10.52	105	15.03	145	18.73	185	22.44
26	5.81	66	10.63	106	15.12	146	18.83	186	22.53
27	5.83	67	10.75	107	15.21	147	18.92	187	22.62
28	6.05	68	10.86	108	15.31	148	19.01	188	22.72
29	6.18	69	10.98	109	15.40	149	19.10	189	22.81
30	6.30	70	11.10	110	15.49	150	19.20	190	22.90
31	6.43	71	11.21	111	15.58	151	19.29	191	23.00
32	6.55	72	11.33	112	15.68	152	19.38	192	23.09
33	6.67	73	11.44	113	15.77	153	19.47	193	23.18
34	6.80	74	11.56	114	15.86	154	19.57	194	23.27
35	6.92	75	11.67	115	15.95	155	19.66	195	23.37
36	7.05	76	11.79	116	16.05	156	19.75	196	23.46
37	7.17	77	11.91	117	16.14	157	19.84	197	23.55
38	7.29	78	12.02	118	16.23	158	19.94	198	23.64
39	7.42	79	12.14	119	16.32	159	20.03	199	23.74
40	7.54	80	12.25	120	16.42	160	20.12	200	23.83

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# READYMIX SYDNEY RAW MATERIALS LOD

## CARTAGE RATES SCHEDULE : R3

(Rate Per Tonne) DATED 03/08/96

Kms	\$	Kms	\$	Kms	\$	Kms	\$	Kms	\$
1	2.58	41	8.12	81	13.10	121	17.48	161	21.40
2	2.72	42	8.25	82	13.22	122	17.58	162	21.50
3	2.87	43	8.38	83	13.34	123	17.68	163	21.60
4	3.01	44	8.51	84	13.46	124	17.78	164	21.70
5	3.15	45	8.64	85	13.58	125	17.87	165	21.80
6	3.30	46	8.76	86	13.71	126	17.97	166	21.90
7	3.44	47	8.91	87	13.83	127	18.07	167	21.99
8	3.58	48	9.04	88	13.95	128	18.17	168	22.09
9	3.73	49	9.17	89	14.07	129	18.27	169	22.19
10	3.87	50	9.30	90	14.20	130	18.38	170	22.29
11	4.01	51	9.42	91	14.32	131	18.46	171	22.39
12	4.16	52	9.55	92	14.44	132	18.56	172	22.48
13	4.30	53	9.67	93	14.56	133	18.66	173	22.58
14	4.44	54	9.79	94	14.69	134	18.76	174	22.68
15	4.58	55	9.91	95	14.81	135	18.85	175	22.78
16	4.73	56	10.04	96	14.93	136	18.95	176	22.88
17	4.87	57	10.16	97	15.05	137	19.05	177	22.97
18	5.01	58	10.28	98	15.18	138	19.15	178	23.07
19	5.16	59	10.40	99	15.30	139	19.25	179	23.17
20	5.30	60	10.52	100	15.42	140	19.34	180	23.27
21	5.44	61	10.65	101	15.52	141	19.44	181	23.37
22	5.59	62	10.77	102	15.62	142	19.54	182	23.46
23	5.73	63	10.89	103	15.71	143	19.64	183	23.56
24	5.87	64	11.01	104	15.81	144	19.74	184	23.66
25	6.02	65	11.14	105	15.91	145	19.84	185	23.76
26	6.15	66	11.26	106	16.01	146	19.93	186	23.86
27	6.28	67	11.38	107	16.11	147	20.03	187	23.96
28	6.41	68	11.50	108	16.21	148	20.13	188	24.05
29	6.54	69	11.63	109	16.30	149	20.23	189	24.15
30	6.67	70	11.75	110	16.40	150	20.33	190	24.25
31	6.80	71	11.87	111	16.50	151	20.42	191	24.35
32	6.94	72	11.99	112	16.60	152	20.52	192	24.45
33	7.07	73	12.12	113	16.70	153	20.62	193	24.54
34	7.20	74	12.24	114	16.79	154	20.72	194	24.64
35	7.33	75	12.36	115	16.89	155	20.82	195	24.74
36	7.46	76	12.48	116	16.99	156	20.91	196	24.84
37	7.59	77	12.61	117	17.09	157	21.01	197	24.94
38	7.72	78	12.73	118	17.19	158	21.11	198	25.03
39	7.86	79	12.85	119	17.28	159	21.21	199	25.13
40	7.99	80	12.97	120	17.38	160	21.31	200	25.23

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**READYMIX SYDNEY RAW MATERIALS LUD**  
**CARTAGE RATES SCHEDULE : R2**

(Rate Per Tonne)      DATED 03/08/96

Kms	\$	Kms	\$	Kms	\$	Kms	\$	Kms	\$
1	2.72	41	8.57	81	13.82	121	18.45	161	22.59
2	2.88	42	8.71	82	13.95	122	18.58	162	22.70
3	3.03	43	8.85	83	14.08	123	18.66	163	22.80
4	3.18	44	8.99	84	14.21	124	18.76	164	22.80
5	3.33	45	9.12	85	14.34	125	18.87	165	23.01
6	3.48	46	9.26	86	14.47	126	18.97	166	23.11
7	3.63	47	9.40	87	14.60	127	19.07	167	23.22
8	3.78	48	9.54	88	14.73	128	19.18	168	23.32
9	3.93	49	9.68	89	14.86	129	19.28	169	23.42
10	4.08	50	9.82	90	14.99	130	19.38	170	23.53
11	4.24	51	9.95	91	15.11	131	19.49	171	23.63
12	4.39	52	10.08	92	15.24	132	19.59	172	23.73
13	4.54	53	10.20	93	15.37	133	19.69	173	23.84
14	4.69	54	10.33	94	15.50	134	19.80	174	23.94
15	4.84	55	10.46	95	15.63	135	19.90	175	24.04
16	4.99	56	10.59	96	15.76	136	20.01	176	24.15
17	5.14	57	10.72	97	15.89	137	20.11	177	24.25
18	5.29	58	10.85	98	16.02	138	20.21	178	24.35
19	5.44	59	10.98	99	16.15	139	20.32	179	24.46
20	5.59	60	11.11	100	16.28	140	20.42	180	24.56
21	5.75	61	11.24	101	16.38	141	20.52	181	24.66
22	5.90	62	11.37	102	16.48	142	20.63	182	24.77
23	6.05	63	11.50	103	16.59	143	20.73	183	24.87
24	6.20	64	11.63	104	16.69	144	20.83	184	24.98
25	6.35	65	11.76	105	16.80	145	20.94	185	25.08
26	6.49	66	11.88	106	16.90	146	21.04	186	25.18
27	6.63	67	12.01	107	17.00	147	21.14	187	25.29
28	6.77	68	12.14	108	17.11	148	21.25	188	25.39
29	6.90	69	12.27	109	17.21	149	21.35	189	25.49
30	7.04	70	12.40	110	17.31	150	21.45	190	25.60
31	7.18	71	12.53	111	17.42	151	21.56	191	25.70
32	7.32	72	12.66	112	17.52	152	21.66	192	25.80
33	7.46	73	12.79	113	17.62	153	21.77	193	25.91
34	7.60	74	12.92	114	17.73	154	21.87	194	26.01
35	7.74	75	13.05	115	17.83	155	21.97	195	26.11
36	7.88	76	13.18	116	17.93	156	22.08	196	26.22
37	8.01	77	13.31	117	18.04	157	22.18	197	26.32
38	8.15	78	13.43	118	18.14	158	22.28	198	26.43
39	8.29	79	13.56	119	18.24	159	22.39	199	26.53
40	8.43	80	13.69	120	18.35	160	22.49	200	26.63

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**READYMIX SYDNEY RAW MATERIALS LOU  
CARTAGE RATES SCHEDULE : R1 AND T1**

(Rate Per Tonne) DATED 03/08/96

Kms	\$	Kms	\$	Kms	\$	Kms	\$	Kms	\$
1	2.87	41	9.02	81	14.55	121	19.42	161	23.78
2	3.03	42	9.17	82	14.69	122	19.53	162	23.89
3	3.19	43	9.31	83	14.82	123	19.64	163	24.00
4	3.35	44	9.46	84	14.96	124	19.75	164	24.11
5	3.50	45	9.60	85	15.09	125	19.86	165	24.22
6	3.68	46	9.75	86	15.23	126	19.97	166	24.33
7	3.82	47	9.90	87	15.37	127	20.08	167	24.44
8	3.98	48	10.04	88	15.50	128	20.19	168	24.55
9	4.14	49	10.19	89	15.64	129	20.30	169	24.66
10	4.30	50	10.33	90	15.77	130	20.40	170	24.76
11	4.46	51	10.47	91	15.91	131	20.51	171	24.87
12	4.62	52	10.61	92	16.05	132	20.62	172	24.98
13	4.78	53	10.74	93	16.18	133	20.73	173	25.09
14	4.94	54	10.88	94	16.32	134	20.84	174	25.20
15	5.09	55	11.01	95	16.45	135	20.95	175	25.31
16	5.25	56	11.15	96	16.59	136	21.06	176	25.42
17	5.41	57	11.29	97	16.73	137	21.17	177	25.53
18	5.57	58	11.42	98	16.86	138	21.28	178	25.64
19	5.73	59	11.56	99	17.00	139	21.39	179	25.75
20	5.89	60	11.69	100	17.13	140	21.49	180	25.85
21	6.05	61	11.83	101	17.24	141	21.60	181	25.96
22	6.21	62	11.97	102	17.35	142	21.71	182	26.07
23	6.37	63	12.10	103	17.46	143	21.82	183	26.18
24	6.53	64	12.24	104	17.57	144	21.93	184	26.29
25	6.68	65	12.37	105	17.68	145	22.04	185	26.40
26	6.83	66	12.51	106	17.79	146	22.15	186	26.51
27	6.98	67	12.65	107	17.90	147	22.26	187	26.62
28	7.12	68	12.78	108	18.01	148	22.37	188	26.73
29	7.27	69	12.92	109	18.12	149	22.48	189	26.84
30	7.41	70	13.05	110	18.22	150	22.58	190	26.94
31	7.56	71	13.19	111	18.33	151	22.69	191	27.05
32	7.71	72	13.33	112	18.44	152	22.80	192	27.16
33	7.85	73	13.46	113	18.55	153	22.91	193	27.27
34	8.00	74	13.60	114	18.66	154	23.02	194	27.38
35	8.14	75	13.73	115	18.77	155	23.13	195	27.49
36	8.29	76	13.87	116	18.88	156	23.24	196	27.60
37	8.44	77	14.01	117	18.99	157	23.35	197	27.71
38	8.58	78	14.14	118	19.10	158	23.46	198	27.82
39	8.73	79	14.28	119	19.21	159	23.57	199	27.93
40	8.87	80	14.41	120	19.31	160	23.67	200	28.03

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BASE DATA BASED ON A TWIN STEER RIGID METROPOLITAN TRUCK  
71,887 KMS PA

	Indicator Value	Percentage of Total Cost
Wages	32,030	29.87
Fuel & lubricants	22,366	20.86
Tyres	5,032	4.69
Repairs & Maintenance	13,720	12.79
Registration & CTP	3,378	3.16
Insurance incl. workers compensation	6,653	6.20
Depreciation & interest	17,053	15.90
Administration / sundries	7,000	6.53
<b>TOTAL</b>	<b>\$107,232</b>	<b>100.00%</b>

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**RISE AND FALL BENCHMARK BASIS**

Component	Benchmark	Confirmed base July 19, 1996	Source of figures to be used.
Wages	Transport Industry Quarried Material State award for Transport Workers Grade 2, Vehicle Class 3 Certified.	\$436.50	Latest award value at next review.
Fuel	Shell Wholesale fuel list price information obtained on the first working day after the 1 January each year. A representative of the LOD group and the designated Company representative will jointly verify this information	\$0.7025	Shell Wholesale Fuel list for Distillate 02 9897 8444
Tyres	Trade List Price for the following tyres obtained from Beurepaires: Steer tyres - Truck radial tyres: 295/80/R22.5 149 TL, SP331 Dunlop, or equivalent. Drive - Precure truck retreads 295/80R22.5 SP431 P/Cure RTD). Drive - Casings, second hand 295/80R22.5. (The median price paid for "A" "B" or "C" quality grading)	\$837.50 \$251.50 \$105.00	Latest value at next review. Beurepaires Head office 03 9349 1855
Repairs & Maintenance	The base amount established at commencement of contract \$13720.00 (53.7% labour, 46.3% parts) to be adjusted each review as follows: Labour - CPI (All groups) Parts - Motor Vehicle Servicing and Repair (Sub group and expenditure class).	\$13,720.00  119.80 118.40	ABS Cat No. 6401.0







TWIN STEER RIGID TRUCK WITH ALUMINIUM BODY

Assumptions	Annual Kms 71,887 km
Vehicle capacity (tonnes)	16
No. loads per day (average)	4.2
Days worked per year	252
Lead kilometres	30.0
Vehicle purchase price - cab chassis	\$85,000
- body	\$15,000
Total vehicle purchase price	\$100,000
Planned vehicle service time - years	7
Residual	25%
Finance interest rate	12%
Annual kilometres	71,887
Fuel - litres per 100 kilometres	43.00
Maintenance - vehicle	\$0.190
- body inspection service pa	\$80
Tyre cost per kilometre	\$0.070
<b>Fixed costs</b>	
Annual depreciation	10,714
Interest	6,339
Registration	2,178
Green slip CTP	1,200
Insurance	4,000
Workers compensation	2,653
Administration allowance - <small>overseas duties tolls</small>	7,000
<b>Total fixed costs pa</b>	<b>\$34,084</b>
<b>Running costs</b>	
Fuel @ \$0.7025 / litre - diesel	21,715
Oil @ 3% fuel cost	651
Maintenance - vehicle	13,640
- body inspection	80
Tyres	5,032
<b>Total running costs pa</b>	<b>\$41,118</b>
<b>Driver's wages</b>	
Driver wage	32,030
<b>Total driver's wages pa</b>	<b>\$32,030</b>
<b>Total cost pa</b>	<b>\$107,232</b>



Remarks
Based on straight line depreciation over 7 years with a 25% residual.
Average interest over the 7 year term
NSW RTA - Rigid truck configuration, over 20 tonne, GVM, Fee Code 2R4
For Green slip the medium price for class 3b obtained from the Motor Accident Authority
For Comprehensive Insurance, A written statement is to be obtained each review from TCIS Insurance Brokers Pty, to confirm the price of insurance using the agreed driver profile
For Workers Compensation need to confirm the current NSW tariff rate for carriers/carters (Classification number 583)
Shell fuel list price - Wholesale figure (02) 237 8444
Integrated trailer technologies - (02) 756 2577
Transport Industry Quarried Award rate for Grade 2, vehicle class 3

## Assumptions

### Cab Chassis

1990 International truck - current market price \$85,000  
Source International Trucks  
(02) 739 8000  
(02) 648 8044

### Body

New list price from Integrated Trailer Technologies - \$28,300  
Phone number (02) 756 2577  
Estimate a 5 year old unit at \$15,000

### Expected productivity

Annual tonnes - 16,875  
Average payload - 16 tonnes  
No. of loads per annum - 1,055  
Number of public holidays - 9 days  
Number of working days - 252 days  
Number of loads per day - 4.2  
Lead kilometres - 29.3 klms  
Percentage of loaded kilometres - 43%  
Annual kilometres - 71,887 kms  
Average weekly hours - 46 hours  
Average daily hours - 9.2 hours



### SCHEDULE C

I [NAME] of [ADDRESS] being a director of [COMPANY] Pty Limited hereby release CSR Limited t/a the READYMIX GROUP from any liability whatsoever for any goodwill or premium my company or I paid to the vendor when purchasing the contract to cart quarried materials for Readymix.

I and my company accept that any such goodwill or premium was paid at the risk of myself and my company and I and my company will never have any claim against Readymix for that goodwill or premium or any part of it.

Please read the Agreement and the Release carefully and sign the attached copy of this letter to acknowledge your acceptance of its terms. It is recommended that before signing the copy of this letter you take independent legal and financial advice.

Registered  
Enterprise Agreement  
Industrial Registrar

# SCHEDULE D

## LIST OF CONTRACT CARRIERS WHO HELD DEEDS WITH READYMIX PRIOR TO 1 AUGUST, 1996

<u>TRUCK NUMBER</u>	<u>CONTRACT CARRIER</u>		
444	Mark Slater		
452	Martin Hall	Trading As	M.A. & P.L. Hall
627	Les Woodford	Trading As	Alucas Pty Ltd
635	Trevor Fear	Trading As	T. Fear
662	Barry Ellis	Trading As	B.J. & R.L. Ellis
663	Bob Hayhow	Trading As	Robert & Lynette Hayhow
664	Don Owens	Trading As	D.J. & N.M. Owens
817	Michael Jordon	Trading As	M.J. Jordon & P.L. Wardell
830	Frank Sysma	Trading As	F & J Sysma
836	Ray Dorne	Trading As	R.W. & D.G. Dorne
201	Merv Powers	Trading As	M.N. & E.M. Powers
207	Steve Abel	Trading As	S.J. & L.K. Abel
211	Ron Price	Trading As	R.M. & K.E. Price
217	Gary Stubbs	Trading As	G & R.D. Stubbs
224	Chris Jones	Trading As	C.G. & M.K. Jones
250	Neville Silk	Trading As	Neville John Silk
289	Eddie Stanford	Trading As	E & S Transport P/L

