



Grain Industry Transport Code of Practice

WITHIN THE AUSTRALIAN GRAIN SUPPLY CHAIN:

Ancillary to the Australian Grain Industry - Code of Practice

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Grain Trade Australia**

GRAIN TRADE AUSTRALIA LIMITED

GRAIN TRANSPORT CODE OF PRACTICE

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1.0 Introduction

Grain Trade Australia (GTA) has developed the Grain Transport Code of Practice (Transport Code) as an important tool to assist industry participants transport grain quickly, safely and within the relevant laws. GTA recognises its responsibility to participants within the industry and to all members of the community in ensuring that the combined actions promote road safety.

Adoption of this Transport Code and its guidelines by industry participants is a commitment to operate together; safely and efficiently, whether this is a commodity trader, local storage operator, a transport company, grain processor, packing facility, grain producer or export terminal.

2.0 Code Framework

This Transport Code is a sub-set to the Australian Grain Industry Code of Practice (Industry Code) and should be reviewed in conjunction with this Code. The framework is:

2.01 *Industry Code of Practice*

GTA Members and the broader grain industry, with the objective of being self-regulating have developed an overarching prescriptive Industry Code. Adherence to the Industry Code became mandatory for all GTA members from 1 July 2014. Covering all participants, it has been developed to be applicable to all grain and grain products and applies to all stages along the supply chain, including the transport of grain. The Industry Code has been designed to promote the use of best management practice by industry participants. This means:

- Mandatory compliance with all regulations as required by law; and
- Recommended compliance with accepted industry practices as documented in the Industry Code.

2.02 *Transport Code of Practice*

Supplementary to the Industry Code is this GTA Transport Code. The Transport Code forms one of the Technical Guidelines Documents (TGDs) annexed to the Industry Code and has been developed to provide more detailed information to industry on transport safety. The objective of these documents is to assist implementation of each listed activity as outlined in the Industry Code.

Adopters of this Transport Code recognise and accept their responsibilities under the Industry Code and in the grain road transport supply chain.

All parties agree to:

- Outline minimum requirements that industry must comply with when transporting grain
- Encourage good and safe practices when transporting grain
- Not knowingly make, meet or encourage any demand or requirement that would cause a breach of applicable road transport laws
- Ensure the appropriate cleanliness of transport vehicles and the hygienic and safe transportation of grain including compliance with Product Codes as found in Appendix 1.
- Assist industry participants in the management of statutory responsibilities and compliance with Applicable Laws, in particular road transport Chain of responsibility (CoR).
- Promote a cooperative approach by all responsible parties in their dealing with all bulk transport issues.
- Not be party to any anti-competitive behaviour
- Clarify arrangements relating to contamination and rejection.

This Transport Code provides practical guidance to the grain industry and in relation to:

- Controlling, managing and operating Heavy Vehicle road transport freight movements;
- Minimising the risk along the grain supply chain associated with freight movements;
- Auditing compliance with the legislation; and
- Complying with the CoR legislation, which imposes liability for Heavy Vehicle offences on all people and / or businesses whose actions, inactions or demands influence conduct on the road as well as on-road parties such as Drivers and Transport Companies.

2.03 GTA Transport Contract

Supporting this Transport Code is the GTA Grain Transport Contract. This contract is provided to industry to enshrine commercial arrangements between the consignor and consignee. Use of the Transport Code can be made binding between agreeable parties using this GTA Grain Transport Contract.

The mandatory Industry Code requires all participants captured under the transport CoR to adhere to this Transport Code or other industry approved transport codes.

3.0 Aim and Scope

This Transport Code is designed to establish standards and procedures for parties to identify, analyse, evaluate and mitigate general risks associated with meeting obligations under:

1. The Heavy Vehicle National Law (HVNL) and Regulations in Queensland, New South Wales, Australian Capital Territory, Victoria, South Australia and Tasmania. The Northern Territory when enacted). Western Australia laws to apply. Other Laws may also apply.
2. General grain industry safety protocols, and
3. Grain industry biosecurity protocols

4.0 Application of this Transport Code;

- This Transport Code applies to all bulk grain (refer definition) carried by road transport in Australia.
- Participants referencing this Transport Code in any commercial dealings must be able to demonstrate adherence to the Code through:
 1. Demonstrating compliance with Chain of Responsibility. These being:
 - Having established and determined the business' Transport Activities;
 - Performance of a risk assessment to identify risk within these Transport Activities;
 - Completion of a process to establish what steps are *reasonably practicable* for the business to comply with Chain of Responsibility parameters (such as preventing mass breaches and ensuring drivers do not speed);
 - Development and ongoing review of supporting Policy and Procedures,
 - Implementation of active training; and
 - Development of a means to record activity and to audit process and procedures for compliance.
 2. Achievement of the minimum standards of grain hygiene within road transport.

5.0 Bulk Goods

The list of bulk goods that this Transport Code will apply to is not exhaustive but includes: -

- All crops, e.g. cereal grain, pulses and oilseeds.
- Animal feed materials, ingredients, feed additives.
- Any other bulk materials agreed to by parties.

6.0 Definitions

For the purposes of this Transport Code the following definitions shall apply: -

1. “**Applicable law**” means the Heavy Vehicle National Law (HVNL) and Regulations in Queensland, New South Wales, Australian Capital Territory, Victoria, South Australia and Tasmania. The Northern Territory when enacted). Western Australia laws to apply. Other Laws may also apply.
2. “**Audit**” shall mean a wide-ranging examination of an organisations adherence to this Transport Code.
3. “**Carrier**” shall mean the operator of any vehicle used under this Transport Code. Includes any subcontractors.
4. “**Contamination**” shall mean the presence of any foreign material (including chemical residues) that may alter the status of the grain to be transported.
5. “**Contractor Declaration**” shall mean a declaration signed by a contractor, subcontractor or other party attesting to the conditions as outlined in this Transport Code.
6. “**Driver**” shall mean the person driving the vehicle.
7. “**Facilities/Premises**” shall mean those locations where the grain is loaded or unloaded as applicable.
8. “**Grain**” shall include any of the commodities listed under 3c above.
9. “**Records required**” shall mean that suitable records are to be maintained to show compliance with the terms and conditions of this Transport Code.

10. **“Road transport company”** shall mean the transport company engaged to transport the grain.
11. **“Services”** shall mean those contractual arrangements outlined between two or more parties, relating to grain transport.
12. **“Subcontractor”** shall mean a carrier that is engaged by the road transport company to transport the grain. Includes an owner driver.
13. **“Suitable person for audit”** shall mean a person that has minimum five years in audit experience, and/or successfully completed a recognised audit course, and/or certifies their maintenance of knowledge and/or participates in at least one audit per year.
14. **“Supplier”** shall mean the party providing the grain to be transported under this Transport Code.
15. **“The consignor”** shall mean the company for whom the grain is being transported.
16. **“Vehicle”** shall include prime movers, trailers or other containers used to transport bulk grain.

7.0 Accreditation

There are a number of heavy vehicle accreditations schemes that operate within Australia. Some of these are the National Heavy Vehicle Accreditation Scheme (NHVS), Truck Safe, and the WA Heavy Vehicle Accreditation Scheme (WAHVA).

These accreditation schemes are based on a set of minimum standards a trucking business should meet for it to be a safe and responsible operation, such as holding relevant up-to-date and current insurance cover applicable to their business. Adopters of this Transport Code should become accredited, or prioritise the use of accredited transport operators as this provides confidence that operators have:

- Enshrined and appropriate transport safety work practices;
- management systems and procedures;
- fit, capable and trained drivers; and
- well maintained vehicles.

8.0 Training

Appropriate training must be provided to any persons involved within the transport supply chain. The aim of training is to ensure that workers have the appropriate skills and knowledge to perform their work without risk to the transport safety of themselves and others.

Training should be appropriate to the worker, and to the type of work to be performed. In some cases, formal training will be appropriate, in others, on-the-job training (e.g., induction training) may be more appropriate.

Formal reviews of the on-going effectiveness of company training should also be implemented. Adequate and appropriate training is a way of managing the risks associated with hazards.

All people within the supply chain should be provided with information about:

- a) CoR legislation,
- b) the company transport safety policy and procedures,
- c) CoR risk management processes,
- d) Details of which control measures are in place to minimise exposure to risks associated with CoR, and

- e) Processes to review and monitor the correct use of controls and how to ensure they are kept in working order

9.0 Audits

Two types of audits should be considered to assess compliance with the Transport Code. They consist of:

- a) Internal audits conducted by accredited company staff; and
- b) External audits conducted by a person certified to perform audits.

Audits may also be undertaken on agents and suppliers that provide transport related services within the supply chain to the company. These may be:

- a) Loaders & unloaders;
- b) Schedulers; and
- c) transport companies.

Where audits are not undertaken agents and suppliers should formally (and regularly) demonstrate that they are complying with the CoR legislation.

10.0 Records

- a) Some clauses in this Transport Code are marked **(Records required)**. Participants using the Transport Code are required to keep and maintain records relevant to their participation in the transport supply chain to demonstrate adherence to this Transport Code.

The following includes some records that must be kept;

- Company policy and procedures relating to HVNL;
- Documented evidence of company risk assessment and identified risk controls;
- All loads carried by vehicles (e.g. collection/delivery tickets, load sheets etc);
- All cleaning operations associated with transport and loading equipment;
- Vehicle maintenance program and associated records;
- Inventory of all vehicles and trailers;
- Proof of compliance where applicable to any heavy vehicle accreditation schemes;
- List of approved Subcontractors;
- Audit records of sub-contractors;
- Records of internal and external audit compliance with HVNL;
- Staff training/instruction/reviews/Qualifications;
- Insurance documents;
- Vehicle registrations;
- Operator's licence – if applicable;
- Container weight declaration – if applicable;
- Complaints;
- Grain Vendor Declarations;
- Grain Commodity Truck Cleanliness and Prior Load Declaration; and
- Others as documented in this Transport Code.

- b) Records must be legible and kept in suitable conditions that allow ready retrieval and prevent deterioration.

Records must be kept for a minimum of three years in accordance with the Applicable law.

11.0 Procedures and Instructions

- a) A designated person must have responsibility for the implementation of the requirements of this Transport Code.
- b) The designated person must ensure that all staff covered by the scope of this Transport Code is provided with written instructions that confirm their duties and the procedures. Procedures must be periodically reviewed, amended where necessary and re-issued to ensure that they remain current and effective.

12.0 Complaints

- a) There must be a formal system for registering and processing complaints relating to any CoR related activities. Complaints must be assessed, and corrective action taken where necessary.
- b) Where the GTA Grain Transport Contract is used, or any other contract citing the GTA Trade Rules, the GTA Dispute Resolution Rules will be the mechanism for resolving contractual disputes. The GTA Dispute Resolution process will be available to the Parties.

13.0 Administration of the Code

The GTA Transport Storage & Ports sub-committee is responsible for the administration of this Transport Code. Administration will include:

- a) reviews, changes and updates of the Transport Code;
- b) Reviews will occur annually;
- c) The TS&P committee will provide an opportunity for comment and discussion on proposed updates before the update is adopted as part of the Transport Code.
- d) Every three years the Transport Code will be audited by an auditor accredited under the National Heavy Vehicle Accreditation Scheme (NHVAS) for assessment of industry codes of practice.
- e) Findings and corrective actions identified during this process will be agreed and actioned by the committee under the guidance of the GTA Board.

14.0 Key Contacts

The key contact for the Transport Code is:

The Chief Executive Officer, Grain Trade Australia Phone: (02) 02 9235 2155

15.0 The Grain Supply Chain

The grain supply chain has some notable characteristics that have been considered in the formulation of this Transport Code. These are:

- a) High number of origination points;
- b) Low incidence of available weigh scales at loading points resulting in heavy vehicles entering the road network without an assessed weight;
- c) Transport and aggregation of product at intermediary storage can occur without a consignment;
- d) High level of freight task performed by non-commercial carriers (primary producers); and
- e) Transport activity is directed by commodity trading objectives.

16.0 The Grain Transport Code of Practice

As discussed in the Scope section this Grain Transport Code is structured in three sections:

1. The Heavy Vehicle National Law (HVNL) and compliance with Chain of Responsibility
2. General grain industry safety protocols, and
3. Grain industry biosecurity protocols

16.01 HVNL & Compliance with Chain of Responsibility

This section covers the HVNL requirements within the grain supply chain.

Under the Heavy Vehicle National Law (NHVL), and CoR, road transport activity in the Australian grain supply chain includes business practices and making decisions, associated with the use of a heavy vehicle on a road, including, for example—

- (a) contracting, directing or employing a person—
 - (i) to drive the vehicle; or
 - (ii) to carry out another activity associated with the use of the vehicle (such as maintaining or repairing the vehicle); or
- (b) consigning goods for transport using the vehicle; or
- (c) scheduling the transport of goods or passengers using the vehicle; or
- (d) packing goods for transport using the vehicle; or
- (e) managing the loading of goods onto or unloading of goods (including the management of time slotting arrangements) from the vehicle; or
- (f) loading goods onto or unloading goods from the vehicle; or
- (g) receiving goods unloaded from the vehicle.

The business practices, of a person, means the person's practices in running a business associated with the use of a heavy vehicle on a road, including—

- (a) the operating policies and procedures of the business; and
- (b) employee training, review of procedures, and
- (c) the human resource and contract management agreements of the business; and
- (d) the arrangements for preventing or minimising public risks associated with the person's practices.

Primary Duty

The key tenant is that all participants in the grain supply chain have a primary duty for assessing and managing the risk that is inherent in the movement of grain from source location to destination. This primary duty represents an obligation to eliminate or minimise potential harm or loss by doing all that is reasonably practicable to ensure safety.

This primary duty covers all participants including:

- The driver's employer;
- A prime contractor;
- An operator;
- A scheduler;
- The consignor and consignee;
- A loading manager; and
- A loader and unloader.

A participant in the supply chain may operate within multiple levels. For example a primary producer can be:

- A loading manager;
- A scheduler; and/or
- The consignor.

A storage operator may be:

- A prime contractor;
- An operator;
- A scheduler;
- The consignor or consignee; and/or
- A loader and unloader.

16.02 *The Risk Identification Process*

This Transport Code is a guideline for businesses within the grain supply chain and should be treated as such. Each adopter of this Transport Code is required to undertake its own transport safety risk assessment and develop internal policy and procedures to maintain and be able to prove compliance with HVNL.

This Transport Code can only be a guide to assist the risk management process. Each adopter should conduct its own risk management process aligning with AS/NZS ISO 31000:2009 Risk Management — Principles and Guidelines and include:

- Identify the risks relevant to the industry and the business ‘Transport Activities’ (Records Required);
- Identify and describe the types of controls that could be applied to the identified risk (Records Required);
- Development and ongoing review of supporting Policy and Procedures (Records Required);
- Implementation of active training and safety management systems; and
- Development of a means to record activity and to audit process and procedures for compliance. (Records Required).

There are ten areas of risk listed in the HVNL.

- Load restraint;
- Mass Management;
- Dimensions;
- Fatigue;
- Speed control & management;
- Drugs & Alcohol & Driver Health;
- Equipment suitability & maintenance;
- Documentation & Training;
- Subcontractor/Supplier Control & Assessment; and
- Operational facilities.

These have been summarised into the following four categories:

- (a) Mass, dimension and loading
- (b) High risk behaviour – e.g. speeding
- (c) Driver fatigue and fitness for duty
- (d) Roadworthiness and suitability of vehicles and equipment for a task

16.03 Risk Control Guidelines

Through engagement with GTA members and the grain industry a Table of minimum guidelines has been constructed for the four categories.

(a) Mass, Dimension and Loading

Supply Chain Participant	Grain Industry Risk Control Guidelines
Grain Owner/ Employer / Prime Contractor / Transport Operator	<ul style="list-style-type: none"> • Our transport contracts and storage-site grain receipt procedures will not include processes, instructions, rate structures or any goals or incentives that will reward or encourage parties or the vehicle operator to directly, or indirectly overload a vehicle. • Our processes and instructions to schedulers will ensure scheduled vehicles have the capability, capacity and equipment (including applicable route permits) to meet mass, dimension and loading requirements on the routes to be travelled. • We will follow a hierarchy of methods to capture vehicle load weights to ensure compliance with gross and axle weights. These may be: <ul style="list-style-type: none"> ○ Access to onsite weighbridge;

	<ul style="list-style-type: none"> ○ Access to an off-site weighbridge; ○ When there is no access to weighbridges: <ul style="list-style-type: none"> ▪ Loading of vehicles on flat ground with utilisation of vehicle on-board scales; ▪ In paddock loading utilising vehicle on-board scales; ▪ Visual estimation of load weights through use of cubic capacity and other guides (e, g., plimsoll lines); and ▪ Other methods that are proven to reduce the incidence of overloading. ▪ Estimated weights for each load will be recorded and assessed against captured destination weight. ▪ Adjustment to future truck loading will occur based on assessment of performance of estimated weights versus actual gross weight. ● We will support approved state Harvest Mass Management Schemes and work to achieve scheme objectives; ● In the event a vehicle is over-mass corrective action will be taken prior to the vehicle entering the road network. ● Drivers will be provided with accurate load weights and dimensions prior to, or at the point of loading (e.g., load plans, consignment notes, despatch documents, container weight declarations etc.); ● We will ensure equipment used in the loading process, including loading equipment, loading platforms, weighbridges, is fit for purpose, regularly inspected and maintained; ● We will prior to engaging our loading agents and our transport operators ensure they have the capability and management systems to comply with mass, dimension and loading management systems; and ● We will have a regular review, and a monitoring process to assess our compliance and our supplier's compliance with mass, dimension and loading requirements. ● As applicable, we will have a process to develop and provide industry specific guidance on load positioning and restraint; and ● We will have in place agreed procedures for dealing with breaches in mass.
Scheduler	<ul style="list-style-type: none"> ● We will ensure scheduled vehicles have the capability, capacity and equipment (including applicable route permits) to meet mass, dimension and loading requirements on the routes to be travelled; and ● All our journey planning will take into consideration mass and dimension requirements to ensure the route and vehicle are compliant. ● We will have in place agreed procedures for dealing with breaches in mass.
Consignor / Consignee	<ul style="list-style-type: none"> ● Our transport contracts and storage site grain receipt procedures will not include processes, instructions, rate structures or any goals or incentives that will reward or

	<p>encourage parties or the vehicle operator to directly, or indirectly overload a vehicle;</p> <ul style="list-style-type: none"> • Drivers and loading agents will be provided with accurate load weights and destination information prior to, or at the point of loading (e.g., load plans, consignment notes, container weight declarations, etc.); • Consignors will investigate the available methods to capture vehicle load weights. The best method available to ensure compliance with gross and axle weights will be agreed. A potential hierarchy is: <ul style="list-style-type: none"> ○ Access to onsite weighbridge; ○ Access to an off-site weighbridge; ○ When there is no access to weighbridges: <ul style="list-style-type: none"> ▪ Loading of vehicles on flat ground with utilisation of vehicle on-board scales; ▪ In paddock loading utilising vehicle on-board scales; ▪ Visual estimation of load weights through use of cubic capacity and other guides (e.g., plimsoll lines); and ▪ Other methods that are proven to reduce the incidence of overloading. ▪ Estimated weights for each load will be recorded and assessed against captured destination weight. ▪ Adjustment to future truck loading will occur based on assessment of performance of estimated weights versus actual gross weight. • We will support approved state Harvest Mass Management Schemes and work to achieve scheme objectives; <ul style="list-style-type: none"> ○ In the event a vehicle is over-mass corrective action will be taken prior to the vehicle entering the road network. • We will ensure equipment used in the loading process, including loading equipment, loading platforms, weighbridges, is fit for purpose, regularly inspected and maintained • We will have a regular review and monitoring process to assess our compliance and our supplier's compliance with mass, dimension and loading requirements. • Consignors prior to engaging loading agents and transport operators will ensure they have the capability and management systems to comply with mass, dimension and loading management systems • As applicable, we will have a process to develop and provide industry specific guidance on load positioning and restraint • We will have in place agreed procedures for dealing with breaches in mass.
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<p>Loading Manager / Loader / Unloader</p>	<ul style="list-style-type: none"> • Drivers will be provided with accurate load weights and destination information prior to or at the point of loading (e.g., load plans, consignment notes, container weight declarations, etc.); • Unloaders will have procedures to manage overloaded vehicles; • Loaders will employ the best available method to capture vehicle load weights to ensure compliance with gross and axle weights; • When there is no access to fixed weighbridges then the loader will utilise either: • We will follow a hierarchy of methods to capture vehicle load weights to ensure compliance with gross and axle weights. These may be: <ul style="list-style-type: none"> ○ Access to onsite weighbridge; ○ Access to an off-site weighbridge; ○ When there is no access to weighbridges: <ul style="list-style-type: none"> ▪ Loading of vehicles on flat ground with utilisation of vehicle on-board scales; ▪ In paddock loading utilising vehicle on-board scales; ▪ Visual estimation of load weights through use of cubic capacity and other guides (e.g., plimsoll lines); and ▪ Other methods that are proven to reduce the incidence of overloading. ▪ Estimated weights for each load will be recorded and assessed against captured destination weight. ▪ Adjustment to future truck loading will occur based on assessment of performance of estimated weights versus actual gross weight. • We will support approved state Harvest Mass Management Schemes and work to achieve scheme objectives; <ul style="list-style-type: none"> ○ In the event a vehicle is over-mass corrective action will be taken prior to the vehicle entering the road network. • Loaders and unloaders will be trained to recognize truck combinations, gross weight and axle weight limits; and • We will have in place agreed procedures for dealing with breaches in mass.
<p>Executive Officers (of all parties)</p>	<ul style="list-style-type: none"> • We will proactively verify the effectiveness of our processes, governance and management systems to comply with mass, dimension and loading requirements.

(b) High risk Behaviour – Speeding

Supply Chain Participant	Grain Industry Risk Controls
Grain Owner/ Employer / Prime Contractor / Operator	<ul style="list-style-type: none"> • Our Movement orders, terms of consignment, contracts and agreements will not contain freight rate structures, or any performance measures that may reward or encourage any parties, or the driver to exceed the speed limit; • Driver rosters are scheduled with appropriate timeframes, so drivers are not directly pressured, or feel indirectly pressured, to exceed the speed limit; • Individual loads, or consecutive loadings are scheduled with adequate time for the required route/s, so drivers are not directly pressured, or feel indirectly pressured, to exceed the speed limit; • All vehicles are fitted with fit for purpose, maintained, calibrated, speed limiting devices (12T and over by law); • We will ensure there is a regular process to check and verify driver’s licences are valid. • Where practicable, a process to actively monitor a driver’s speed is in place and reviewed regularly. This may include telematics, GPS and/or management systems; • We will have a regular review, and a monitoring process to assess our compliance, and our supplier’s compliance with speed management requirements; • We will have a process to manage any alteration to the load and delivery plan (including delays) so drivers are not directly pressured, or feel indirectly pressured, to exceed the speed limit; and • We will have in place agreed procedures for the reporting of, and dealing with speeding breaches.
Scheduler	<ul style="list-style-type: none"> • Drivers rosters are scheduled with appropriate timeframes, so drivers are not directly pressured, or feel indirectly pressured, to exceed the speed limit; and • Individual loads, or consecutive loadings are scheduled with adequate time for the required route/s, so drivers are not directly pressured, or feel indirectly pressured, to exceed the speed limit; and • We will have in place agreed procedures for the reporting of, and dealing with speeding breaches.
Consignor / Consignee	<ul style="list-style-type: none"> • Our Movement orders, terms of consignment, contracts and agreements will not contain freight rate structures, or any performance measures that may reward or encourage any parties or the driver to exceed the speed limit; • Consignors will employ a process to make reasonable enquiries to enable the review (and monitoring of the effectiveness) of a Prime Contractor / Scheduler/Operator’s speed management process and systems (and their compliance with these systems); • All planning of tonnage movements and deliveries within time-frames are prepared with appropriate time so parties within the supply chain are not directly

	<p>pressured, or feel indirectly pressured, to exceed the speed limit;</p> <ul style="list-style-type: none"> • Parties sending and receiving goods aim to adhere to scheduled delivery windows and minimise delays for drivers. However, if delays occur all relevant parties including operators and drivers are advised as soon as practicable; • Changes will occur to schedules. Parties sending and receiving goods will ensure some flexibility with pick-up and delivery times so drivers are not directly pressured, or feel indirectly pressured, to exceed the speed limit; and • We will have in place agreed procedures for the reporting of and dealing with speeding breaches.
Loading Manager / Loader / Unloader	<ul style="list-style-type: none"> • To ensure drivers are not directly pressured, or feel indirectly pressured, to exceed the speed limit, Loaders and Unloaders will aim to adhere to scheduled delivery windows and minimise delays for drivers. However, if delays occur: <ul style="list-style-type: none"> ○ All parties including operators and drivers are advised as soon as practicable; ○ Senders and receivers of goods are flexible with pick-up and delivery times where there are changes to the schedule, so drivers are not directly pressured, or feel indirectly pressured, to exceed the speed limit.
Executive Officers (of all parties)	<ul style="list-style-type: none"> • We will proactively verify the effectiveness of our processes and management systems to comply with all high risk behaviour such as speeding.

(c) Driver fatigue and fitness for duty

Supply Chain Participant	Grain Industry Risk Controls
Grain Owner/ Employer / Prime Contractor / Operator	<ul style="list-style-type: none"> • Our movement orders, terms of consignment, contracts and agreements do not contain rate structures or associated performance measures that may reward or encourage the driver to drive whilst fatigued or breach their work/rest hours; • We will ensure the relevant parties have processes in place to monitor drivers work and rest times (in real time if possible) and that these processes are regularly monitored, and audited; • All drivers and other employees involved in the grain transport chain are provided training, education and awareness of the signs of fatigue, the importance of quality rest, and lifestyle factors. Drivers are all instructed and empowered to act if impaired by fatigue; • We ensure all drivers receive regular medical checks at prescribed intervals, including drug and alcohol testing, and are provided with education, advice and resources to manage their personal health and wellbeing; • Our industry employs processes to manage changes to delivery schedule, so drivers are not directly pressured, or feel indirectly pressured, to drive whilst fatigued or breach their work/rest hours;

	<ul style="list-style-type: none"> • We ensure drivers rosters are scheduled with appropriate timeframes, so drivers are not directly pressured, or feel indirectly pressured, to drive whilst fatigued or breach their work/rest hours. • Individual loads, or consecutive loadings are scheduled with adequate time for the required route/s, so drivers are not directly pressured, or feel indirectly pressured, to drive whilst fatigued or breach their work/rest hours, • Where practicable vehicles will be fitted with innovative technology solutions to monitor drivers fatigue and risk factors; and • We will have in place agreed procedures for the reporting of and dealing with fatigue breaches.
Scheduler	<ul style="list-style-type: none"> • We ensure drivers rosters are scheduled with appropriate timeframes, so drivers are not directly pressured, or feel indirectly pressured, to drive whilst fatigued or breach their work/rest hours; • Individual loads, or consecutive loadings are scheduled with adequate time for the required route/s, so drivers are not directly pressured, or feel indirectly pressured, to drive whilst fatigued or breach their work/rest hours; • Direct vehicle schedulers will have a process to monitor a driver's work and rest times (in real time if possible). These will be reviewed regularly; and • We will have in place agreed procedures for the reporting of and dealing with fatigue breaches.
Consignor / Consignee	<ul style="list-style-type: none"> • Our movement orders, terms of consignment, contracts and agreements do not contain rate structures or associated performance measures that may reward or encourage the driver to drive whilst fatigued or breach their work/rest hours; • Key personnel, including but not limited to Loading Managers, Loaders and Unloaders, who can assess the fatigue of the driver, are provided training and awareness of signs of fatigue and are empowered to take preventative action including reporting incidences of driver fatigue to driver's employer/operator; • Consignors will employ a process to make reasonable enquiries to enable the review (and monitoring of the effectiveness) of an Employer/ Prime Contractor /Operator's fatigue management process and systems (and their compliance with these systems); • All planning of tonnage movements and deliveries within time-frames are prepared with appropriate time so parties within the supply chain are not directly pressured, to drive whilst fatigued or breach their work/rest hours; • Changes will occur to schedules. Parties sending and receiving goods will ensure some flexibility with pick-up and delivery times so drivers are not directly pressured, or feel indirectly pressured, to drive whilst fatigued or breach their work/rest hours; and • We will have in place agreed procedures for the reporting of and dealing with fatigue breaches.

Loading Manager / Loader / Unloader	<ul style="list-style-type: none"> • Loading Managers, Loaders and Unloaders, who can assess the fatigue of the driver, are provided training and awareness of signs of fatigue and are empowered to take preventative action including reporting incidences of driver fatigue to driver’s employer/operator; • Where practical, loading and unloading premises will provide suitable rest facilities in an environment that promotes effective and safe rest and/or sleep opportunities; • Where a company has processes/actions that can impact on delivery windows, truck turnaround times and delays a process to monitor truck turnaround times and delays and, when required take remedial action to review and improve loading/unloading arrangements and practices; and • We will have in place agreed procedures for the reporting of and dealing with fatigue breaches.
Executive Officers (of all parties)	<ul style="list-style-type: none"> • We will proactively verify the effectiveness of our processes and management systems to ensure drivers are not pressured to drive while fatigued or breach their work/rest hours.

(d) Roadworthiness and suitability of vehicles and equipment for a task

Supply Chain Participant	Grain Industry Risk Controls
Grain Owner/ Employer / Prime Contractor / Operator	<ul style="list-style-type: none"> • Employer/Prime Contractor/Operators will meet all prescribed heavy vehicle standards as prescribed in section 60(1) of the Heavy Vehicle National Law (HVNL) as well as any other aspects of mechanical condition of a heavy vehicle that may impact upon the safe use of the vehicle on a road; • All parties will ensure their vehicle is safe for operation on a road and that drivers are empowered to not drive a vehicle considered unsafe; • We will ensure maintenance programs are in place and that all maintenance performed is by a highly qualified and experienced heavy vehicle mechanic who has a high level of autonomy in making decisions about undertaking maintenance and repairs; • Vehicle owners will have in place adequate budgets to cover all maintenance programs and requirements; • Records will be kept of vehicle mechanical history files; • Where deficiencies in vehicles are found these are corrected in an appropriate timeframe; • Processes are employed for drivers and other parties to be able to raise a defect if they have concerns about the mechanical safety of the truck. These concerns raised are documented and followed up to ensure the problem is understood and addressed prior to the vehicle being released for work; • The company will have a spare parts policy that will consider whether an Original Equipment Manufacturer (OEM) or after-market part is more suitable; and

	<ul style="list-style-type: none"> • We will have in place agreed procedures for the reporting of and dealing with breaches in vehicle maintenance and safety.
Scheduler	<ul style="list-style-type: none"> • Any vehicle under a maintenance defect notice will not be included in programmed schedules; and • Any vehicle in route that encounters a defect will be assessed by appropriate parties to determine a corrective plan, including the safe parking of the vehicle until a mechanic can be sourced.
Consignor / Consignee	<ul style="list-style-type: none"> • Employs a process to make reasonable enquiries to enable the review and monitoring of the effectiveness of a Prime Contractor / Scheduler/Operator's maintenance process and systems (and their compliance with these systems); • Key personnel, including but not limited to Loading Managers, Loaders and Unloaders, who can assess visible defects of vehicles, (e.g., broken mirrors and/or indicators) are provided training and awareness of visible defects and are empowered to take preventative action, including reporting incidences of a visible vehicle defect to driver's employer/operator; and • We will have in place agreed procedures for the reporting of, and dealing with breaches in vehicle maintenance and safety
Loading Manager / Loader / Unloader	<ul style="list-style-type: none"> • Loading Managers, Loaders and Unloaders, who can assess visible defects of vehicles, (e.g., broken mirrors and/or indicators) are provided training and awareness of visible defects and are empowered to take preventative action including reporting incidences of a visible vehicle defect to driver's employer/operator; and • We will have in place agreed procedures for the reporting of and dealing with breaches in vehicle maintenance and safety.
Executive Officers (of all parties)	<ul style="list-style-type: none"> • We will proactively verify the effectiveness of our processes and management systems to ensure vehicles are safe for operation on a road and that drivers are empowered to not drive a vehicle considered unsafe.

17.0 Grain Industry Safety Protocols

17.01 (i) *General Safety Protocols*

- a) All parties must exercise due care and diligence in the transport of grain and ensure they adhere to all current legislation, relevant industry codes of practice (in addition to this Transport Code) including any amendments that are relevant to such transport.
- b) As well as HVNL all parties will comply always in the performance of services with all Applicable laws (Federal and State) which are applicable to the services, including but not limited to Applicable laws dealing with;
 - Registration of the vehicle and compulsory third-party insurance;
 - Environmental requirements, emission controls and noise standards;
 - Mandatory Australian design standards;
 - Road safety and traffic management laws;
 - Occupational/Workplace Health and Safety;
 - Dangerous goods including any signage and compulsory insurance requirements;
 - Food transport and hygiene; and
 - Security and anti-terrorism laws, including port identification requirements.

Where such Applicable laws exist, they take precedence to any and all clauses in this Transport Code.

- c) All parties must adhere to working at heights laws. All bulk tipping vehicles and trailers must be fitted with a tarpaulin system that can be operated from ground level or from a safe low-level platform.
- d) All bulk tipping vehicles will have suitable discharge tailgates that are fitted with safety chains and can be operated from the side of the vehicle.

(ii) Safety

Carriers must hold the licenses and comply with any codes or licenses required for the performance of services, including but not limited to:

- a) Operating the vehicle or vehicles or other machinery or equipment supplied or operated by the carrier;
- b) Carrying particular kinds of goods, including dangerous goods;
- c) Entry to facilities/premises for the purposes of loading and/or unloading grain; and
- d) Operating the vehicle supplied to carry the specified capacity of the vehicle on the routes that will be used.
- e) Safe Loading & Unloading
 - All parties will ensure the safe and proper loading and unloading of the vehicle, including the securing and appropriate weather protection of the load.
- f) Induction Processes
 - The carrier will satisfactorily complete any site induction process required as a condition of entry to the Facilities/premises; and
 - Work facilities will provide such training where appropriate and ensure documentation is available to assist carriers with achieving compliance.
- g) Safety Equipment
 - All parties will supply and wear appropriate standard safety equipment.
- h) Drivers must be in control of their vehicles at all times during loading and unloading.

- i) All parties must conduct themselves and operate their vehicles in a safe and reasonable manner at all times.
- j) All parties shall only smoke in designated areas.
- k) Drivers must obtain approval from Facilities/premises they visit before they carry out any form of maintenance or repair work on vehicles whilst on those Facilities/premises.
- l) All parties must ensure that full safety precautions applying at the point of loading or unloading appropriate to the vehicle and its load, are taken during loading and un-loading for the protection of the driver, employees, third parties and plant and equipment.
- m) Control of Hazards
- n) All parties must demonstrate knowledge of the risks to human and animal health of the grain that they carry. This shall include but not be limited to:
 - Contamination from previous loads (refer Section 7 prior load requirements) and between grains where multi-compartment bulk vehicles are used;
 - Protection of grain from the elements during loading, transport and unloading; and
 - Security and protection of the load.
- o) Where carriers are asked to transport goods or materials with which they are not familiar, they must obtain from the Consignor, (and the Consignor is obliged to supply) written details for food safety and WHS purposes.

(iii) Sub-Contractors

- a) Where a subcontractor is employed by the Road Transport Company to undertake services as defined in this Transport Code, the Road Transport Company must ensure that the subcontractor is likewise bound by this Transport Code through a signed Contractor Declaration. **(Record Required)**.
- b) Road Transport Companies must keep a list of their approved transport subcontractors and maintain relevant records **(Record Required)**.

(iv) Loading, Delivery and Unloading of Loads

- a) Suppliers must present the grain to be loaded in a timely, efficient and safe manner at the point of loading.
- b) In case of any difficulties or doubts about the grain quantity or condition that cannot be resolved at the loading point, the driver must notify the consignor and the Carrier before loading and seek further instructions.
- c) If any incident or event occurs during loading, delivery or unloading that could result in contamination or loss of the goods, the circumstances must be reported to the consignor, and unloading must not proceed until clearance has been given by the consignor **(Records Required)**.
- d) At loading, the driver will ensure the securing and appropriate weather protection of the load.
- e) At loading, the driver will provide evidence of the vehicle's three previous loads/cleaning records if this is required by a party(s) to the contract.
- f) On arrival at the destination drivers must: -
 - Report to the weighbridge or other site-designated point, hand over the delivery note for the load and any evidence of the vehicle's three previous loads/cleaning records if required by the receiver.
 - Under no circumstances discharge the load before the documentation has been checked, sampling completed, and the vehicle weighed (where appropriate).

- Obtain instructions identifying where to unload. Drivers should only discharge bulk product into the intake pit or other area, as instructed by intake staff, and should ensure that they leave the intake area in an acceptable state.
 - On arrival of a vehicle on site, the operator of the receival facilities must ensure drivers are aware of the expected loading or unloading time. On site means when a vehicle joins a queue either inside or outside the facility.
- g) If drivers are unsure about what grain to load/where to unload and cannot obtain advice at the loading point/destination, they must contact the supplier/consignor and not commence loading/unloading until they have had instructions that identify the correct facility to load from/into which to unload, respectively.
 - h) When delivering to a farm, drivers should obtain the signature of the farmer, or other appropriate person, on the receipt note/delivery ticket. Where no signature is obtainable, drivers must sign themselves stating the time and date of discharge/unloading and state that the farmer or other farm employee was not available. **(Records Required)**
 - i) Drivers must attend their vehicles whilst loading and unloading.
 - j) All grain should be removed from the vehicle after unloading, to the appropriate level of cleanliness.
 - k) Receiving facility is responsible for providing a means for cleanout and disposal of residues at the drop off point. Sweepings, washings and similar residues from vehicle bodies should be disposed of in a point designated and provided by the receival facility.
 - l) If any grain is spilled during unloading the approximate quantity of the spillage must be noted by the Driver. This estimated quantity should be noted both on the receipt note to be returned to the consignor and on the delivery document left with the recipient. **(Records Required)**
 - m) If any grain cannot be unloaded and is redirected, the Driver must record the destination of the grain. **(Records Required)**
 - n) Where a load is rejected, the buyer and the seller of the grain must adhere to GTA Trade Rule 15 which details relevant procedures. Refer Appendix 2 or go to www.graintrade.org.au/trade_rules
 - o) Where the grain is weighed at either the loading or unloading Facilities/premises, the Driver must;
 - Ensure that the gross, tare and net weights or other measurements / calculations agree with the amount ordered or delivered;
 - Draw the attention of the weighbridge operator to the presence of any passengers;
 - Follow instructions;
 - Tare vehicle before loading or leaving;
 - Sign weighbridge tickets; and
 - Adhere to Heavy Vehicle National Law where applicable or state-based legislation and Harvest Management Schemes (where applicable).

18.0 Grain Industry Biosecurity Protocols

The following is the agreed minimum standard of hygiene that the carrier must comply with:

- When conducting any cleaning, always wear appropriate personal protective equipment (PPE);
- Following any cleaning, a record of the method of cleaning must be kept **(Record Required)**;
- Vehicles, equipment and load carrying areas must be inspected before loading and if necessary, cleaned and dried to remove any applicable residue accumulations or foreign material that may lead to contamination of the grain to be loaded **(Record Required)**;
- Cleaning must be done in consideration of the applicable standards relating to the grain to be loaded and with regard to previous loads carried. Where live stored grain insects are detected, this includes removal and treatment to disinfest the transport unit;
- As part of the commitment to this Transport Code it is the carrier's responsibility to ensure that if the load carrying area requires painting, then food grade paint is used. Note: the paint must not discolour or taint the grain to be transported in any way;
- The exterior of a vehicle must be presented in a clean condition prior to loading grain. Where contaminants are found that may subsequently contaminate the grain to be loaded, these must be removed using approved and appropriate means (e.g., live stored grain insects removed and appropriate disinfestation occurs);
- Prior to leaving a Facility/Premise where the grain was loaded, the exterior of a vehicle must be suitably cleaned of spilt grain and all relevant biosecurity requirements of that Facility/Premise complied with **(Record Required)**;
- When maintenance is carried out on the load carrying areas, a record of post maintenance cleaning must be kept **(Record Required)**;
- No vehicle that has carried material shown in the Class 1 Exclusion List shall be presented for the cartage of grain; and
- All vehicles and drivers must comply with Class 2 and Class 3 Product cleaning requirements and a record must be retained by the carrier of the prior loads and cleaning methods. **(Record Required)**.

The method of cleaning must be appropriate for the grain to be transported and comply with the Class 2 and Class 3 cleaning requirements outlined in Appendix 1 of this Transport Code. The goal of cleaning is to remove any Contaminants (e.g. residual dust or chemicals) and to ensure the integrity of the grain to be loaded is not compromised. The main methods of doing so include:

- Sweeping or using compressed air followed by steam/sanitizing/washing; and
- Compressed air by itself may also be effective depending on the type of Contamination.

Note that sweeping with a broom only is unlikely to adequately remove contaminants such as dust, live stored grain insects and chemicals.

Appendix 1 – Prohibited Prior Loads and Cleaning Requirements based on Prior Loads

Class 1 Products

The following materials must not have been carried in vehicles used for the transportation of goods covered by this Transport Code. Transporters must be prepared to give an undertaking to this effect if required.

- Toxic and corrosive materials (including asbestos) and any packaging used for these materials, radioactive materials, animal/poultry wastes (including manures/litter) and soil containing animal manure (peat)
- Unprocessed animal matter, wet offal, animal manure or dead stock
- Mammalian protein, e.g. meat & bone meal, meat meal, cull cake and other mammalian-based products
- Metal flakes or metal product
- Glass
- Sludge from sewage plants treating waste waters (biosolids)
- Solid urban waste, such as household waste
- Materials contaminated with salmonella or other pathogens
- Untreated waste from eating places
- Other materials as determined by the parties

Class 2 Products

Cleaning required—All physical and chemical remnants removed (High Pressure Water Wash with Sanitizer and/or Steam). Product:

- Asphalt (fresh) and asphalt rubble
- Milk & milk products, gelatine, amino acids, dicalcium phosphate, dried plasma and any other blood products
- Tallows
- Mineral clays which have been used for detoxification purposes
- Coal and coal products
- Composts (including green plant material)
- Treated Bulk Grains (e.g. Pickled Grain)
- Treated Fertilisers (e.g. Intake etc)
- Treated Wood Products
- Medicated Stock Feeds
- Insect Infested Grain Products
- Hides treated with tanning substances and associated waste

Class 3 Products

Cleaning required – All physical remnants removed (Blown out, Swept or Washed as required). Product:

- Untreated Bulk Grains (e.g. when changing grain types)
- Untreated Fertilisers (e.g. Super phosphates etc)
- Inert Mineral Material (e.g. road base, sand, lime, gypsum etc)
- Untreated Wood Chips
- Salt

If at any stage the Transport Company is not sure which category a product that is going to be carted or that has been carted fits, it is their responsibility to contact the consignor prior to loading the product so that the correct cleaning method can be used.

Appendix 2 – GTA Trade Rule 15

Rule 15.0 REJECTIONS

For the purpose of this Rule, if goods are of a superior or equal quality to the contract specifications, the Buyer shall not be entitled to reject the goods, provided that the goods otherwise comply with the contract specifications.

Rule 15.1 Rejection - Quality Outside of Contract Terms

Unless otherwise agreed, goods sold on description or sample may be rejected on account of not being in accordance with description or sample, as provided under this Rule.

Rule 15.2 Destination Quality

- 1) The Buyer shall examine consignments on Arrival to ascertain by inspection or other expeditious means the quality and condition of the consignment and shall immediately advise the Seller if any consignment is not of the contractual grade or quality.
- 2) Written notification shall also be given no later than 12 noon on the Business Day following the Arrival of the goods.
- 3) This notice shall describe the actual quality of the grain and state that the Buyer rejects the consignment.
- 4) Subject to Rule 15.2.5, the Seller's liability ceases if notification of rejection has not been made in accordance with Rule 15.2.2 [Destination Quality].
- 5) Rule 15.2.4 does not prevent a Buyer from claiming in respect of defect in quality or condition of grain which could not have been detected by inspection or other expeditious means.
- 6) The Seller shall deliver, and the Buyer must accept substituted deliveries for rejected goods, provided that the substituted goods arrive within the contract time or within five [5] Business Days next following the date of rejection. Where delivery is Immediate Delivery, substituted goods must arrive within three [3] Business Days.
- 7) If the Seller elects to arrange for disposal of the goods, the Buyer shall upon the Seller's request, unload, recondition and salvage the goods to the Seller's best advantage. Any reasonable expense shall be at the cost of the Seller.
- 8) If the Buyer is unable to handle the shipment as requested, it shall be the Buyer's duty to notify the Seller of this fact at the time the Buyer notifies the Seller of shipment's condition and the Seller shall dispose of the shipment.

Rule 15.3 Origin Quality

Grain that is sold for delivery, origin inspection, shall be covered by an inspection certificate of the quality contracted.

Appendix 3 - References

Australian Grain Industry Code of Practice for the Management of Grain along the Supply Chain

http://www.graintrade.org.au/sites/default/files/file/Location%20Differentials/GTA_103199_CODE_BRO_WEB.pdf

Farm Biosecurity Manual for the Grains Industry

<http://farmbiosecurity.com.au/wp-content/uploads/2012/11/Farm-Biosecurity-Manual-for-the-Grains-Industry1.pdf>

Heavy Vehicle National Law (HVNL) and Regulations (for Queensland, New South Wales, Australian Capital Territory, Victoria, South Australia and Tasmania)

<https://www.nhvr.gov.au/law-policies/heavy-vehicle-national-law-hvnl>

Western Australia – Heavy Vehicle Law and Regulations

<https://www.mainroads.wa.gov.au/usingroads/heavyvehicles/Pages/HeavyVehiclesHome.aspx>

Northern Territory – Heavy Vehicle Law and Regulations

<http://www.transport.nt.gov.au/mvr/heavy-vehicles>

Road Safety Remuneration Order

<http://www.rsrt.gov.au/>

Also refer to the Harvest Management Scheme for each State and Territory