

Member Update

Title: **Submissions, Bulk Freight of Goods Code of Conduct**

Update No.: **06 of 14**

Date of Issue: **Friday 7 March 2014**

Distribution

- GTA Members – primary contact list. Please circulate to all appropriate internal parties

1. Background

The GTA Transport, Storage and Ports Committee (Committee) recently met and discussed the Bulk Freight of Goods Code of Practice. The main points of discussion were:

- The Code was introduced in 2009 and has not been reviewed since
- The Code is referenced in the Australian Grain Industry Code of Practice
- It is timely for the Code to be reviewed

Members of the Committee subsequently reviewed the Code of Conduct and their recommended amendments can be found as tracked changes in the document below.

2. Industry Feedback

The Committee is seeking industry comment on the proposed changes to the Code of Conduct and on any other Transport, Storage and Ports related issue.

Submissions should be received by **COB Friday 28 March 2014**.

Please lodge your submissions by sending to admin@graintrade.org.au and title your email – Bulk Freight of Goods Code of Conduct

A proforma for lodging submissions is located on the GTA website at <http://www.graintrade.org.au/committees>

3. Publication of Submissions

Unless marked “confidential” and appropriate supporting reasons are provided, all submissions will be placed on the GTA website for industry review.

**GRAIN TRADE AUSTRALIA LIMITED
&
LIVESTOCK & BULK CARRIERS ASSOCIATION**

BULK FREIGHT OF GOODS CODE OF PRACTICE

1. Introduction

The Grain Transport Code of Practice is a joint initiative between GTA and the Livestock and Bulk Carriers Association (LBCA).

The Australian grain industry is heavily reliant on land transport for its viability. Transport is a critical component of the grain supply chain. Getting grain to market quickly and safely, whether this be local storage, grain processor, packing facility or export terminal, is in the interests of farmers, grain users, grain handlers and grain transporters.

The process of road transport reform across Australia has introduced laws that impose duties and responsibilities on all parties in the road transport chain to take reasonable steps to prevent non-compliance with the heavy vehicle laws. This includes those consigning, loading, packing and receiving goods that are transported by heavy vehicles. The purpose of these laws is to raise industry standards and thus reduce the possibility of breaches of the law occurring.

GTA and LBCA have developed the Grain Transport Code of Practice as an important tool to assist participants transport grain to their designated markets quickly, safely and within the relevant laws. It is critical that the Grain Transport Code of Practice address the transport task in a holistic sense covering all parties' responsibilities to ensure success.

Attribution

GTA recognises the Code of Practice developed by the Agricultural Industries Confederation of the UK and thanks AIC for the use of sections of their Code in the preparation of the GTA/LBCA Code.

2. Code Framework

The Grain Transport Code of Practice (the Code) is an voluntary industry code which is aligned to the Australian Grain Industry Code of Practice.

GTA and LBCA recommend that parties wanting to demonstrate their use of the Code have to maintain records as detailed in this Code and have their use of the Code audited by a suitable organisation every 18 months to ensure adherence to the Code.

The use of the Code can be made binding between agreeable parties by contract. This can be done by using the GTA/LBCA Bulk Freight Contract.

Freight operators who are accredited under the following accreditation schemes are deemed to be compliant with the requirements of this Code:

<u>Scheme</u>	<u>Operated by</u>
<u>TruckSafe</u>	<u>Australian Trucking Association</u>
<u>National Heavy Vehicle Accreditation Scheme</u>	<u>National Heavy Vehicle Regulator</u>

3. Aim and Scope

The Code is designed for industry participants in managing various aspects of the road transportation of grains and feed products.

Users of the code will be required to maintain records for specific parts. These sections will be marked **[Records required]**.

a) This Code of Practice is intended to;

- Provide a set of industry guidelines that describes industry best practice
- Encourage good and safe practices when transporting grain
- Ensure the cleanliness of transport vehicles and hygienic & safe transportation of food and feedstuffs
Ensure the cleanliness of transport vehicles
- Assist industry participants in the management of statutory responsibilities, in particular road transport chain of responsibilities in relation to fatigue and mass management. [More specific guidance can be provided by reference to:](#)
 - National Heavy Vehicle Accreditation Scheme; and
 - relevant state based Harvest Management Schemes.
- Promote a cooperative approach by all responsible parties in their dealing with all bulk transport issues.
- Clarify arrangements relating to contamination, rejection and demurrage.
- Provide a standard of industry professionalism:
 - within the grain industry; and
 - transport operators servicing the grain industry.

b) Application of this Code;

- The Grain Transport Code of Practice is a voluntary industry Code.
- This Code applies to all bulk product carried by road transport in Australia.
- Participants using the Code must be able to demonstrate adherence to the code through records and audits.

c) The list of goods that the Code will apply to is not exhaustive but includes: -

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

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

- “applicable law” means the Heavy Vehicle National Law (HVNL) and Regulations in Queensland, New South Wales, Victoria, South Australia and Tasmania. The Australian Capital Territory and Northern Territory when enacted). Western Australia laws to apply.
- “audit” shall mean a wide ranging examination of an organisations adherence to the Grain Transport Code of Practice
- “carrier” shall mean the operator of any vehicle used under this Code
- “drivers” shall mean the person driving the vehicle
- “product” shall include any of the commodities above
- “road transport company” shall mean the transport company engaged to transport the product
- “subcontractor” shall mean a carrier that is engaged by the road transport company to transport the product
- “suitable person for audit” shall mean a person that has minimum five years in audit experience, successfully completed a recognised audit course, certifies their maintenance of knowledge and participates in at least one audit per year.
- “the consignor” shall mean the company for whom the product is being transported
- “vehicle” shall include prime movers, trailers or other containers used to transport product

4. General Carrier Standards

- a) All parties must exercise due care and diligence in the transport of the product and ensure that they adhere to all current legislation, industry codes of practice (in addition to this Code of Practice) including any amendments that are relevant to such transport.
- b) The carrier must maintain the vehicle in a mechanically sound, and clean condition, fit for the purpose of providing the services.

- c) All parties will comply at all times in the performance of services with all laws (Federal and State) which are applicable to the services, including but not limited to laws dealing with;
- Registration of the vehicle and compulsory third party insurance.
 - Heavy vehicle safety, mass and load regulations, including lawful use of particular roads and routes.
 - Environmental requirements, emission controls and noise standards.
 - Mandatory Australian design standards.
 - Road safety and traffic management laws.
 - Occupational health and safety.
 - Dangerous goods including any signage and compulsory insurance requirements.
 - Chain of responsibility.
 - Food transport and hygiene.
 - Security and anti-terrorism laws, including port identification requirements.
 - Driving hours and fatigue management.
- d) All parties must adhere to working at heights laws. All bulk tipping vehicles and trailers must be fitted with a tarp system that can be operated from ground level or from a safe low-level platform.

5. Safety

- a) Carriers and contractors must hold the licenses and comply with any codes or licenses required for the performance of services, including but not limited to:
- operating the vehicle or vehicles or other machinery or equipment supplied or operated by the carrier
 - carrying particular kinds of goods, including dangerous goods
 - entering certain premises (such as ports)
 - operating the vehicle supplied to carry the specified capacity of the vehicle on the routes that will be used
- b) Fatigue management
- All parties will comply with all “applicable laws” concerning fatigue, fatigue management, rest breaks and record keeping required. (Refer to [Section 10 Fatigue Management](#)).
- c) 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. [\(Refer to Section 9 Collection and Delivery of Loads\)](#)
 - All parties will be responsible so far as is practical for checking that the loading of pre-loaded vehicles is safe and satisfactory.
- d) Induction Processes
- The carrier will satisfactorily complete any site induction process required as a condition of entry to the site.
 - Work facilities will provide such training where appropriate and ensure documentation is available to assist carriers with achieving compliance.
- e) Safety Equipment
- All parties will supply and wear appropriate standard safety equipment.
 - Drivers must be in control of their vehicles at all times during loading and discharge.
 - All parties must conduct themselves and operate their vehicles in a safe and reasonable manner at all times.
 - All parties shall only smoke in designated areas.
 - Drivers must obtain approval from sites they visit before they carry out any form of maintenance or repair work on vehicles whilst on that site.
 - All parties must ensure that full safety precautions applying at the point of load or unload appropriate to the vehicle and its load, are taken during loading and off-loading for the protection of the driver, employees, third parties and plant and equipment.
- f) Control of Hazards
- All parties must demonstrate knowledge of the risks to human and animal health of the products that they carry. This shall include;
 - (i) Contamination from previous loads and between products where multi-compartment bulk vehicles are used.
 - (ii) Protection of products from the elements during loading, transport and delivery.

(iii) Security and protection of the load.

- 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 Health and Safety purposes.

6. Insurance

All parties must hold the relevant up-to-date and current insurance cover applicable to their roles and responsibilities.

7. Cleanliness

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

- Vehicles, equipment and load carrying areas must be inspected before loading and if necessary, cleaned and dried to remove any residue accumulations.
- As part of the commitment to this 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 bulk product in any way.
- Exteriors of all vehicles must be presented in a clean condition for the transportation of grain.
- 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.
- All vehicles and drivers must comply with Class 2 and Class 3 Product cleaning requirements and a record must be retained by the carrier. **(Record Required)**

8. Sub-Contractors

- a) Where a sub contractor (which term includes an owner driver) is employed by the transport Company to undertake cartage as defined in this Code of Practice, the transport company must ensure that the sub contractor is likewise bound by this Code of Practice through a signed Contractor Declaration. **(Record Required)**.
- b) Transport companies must keep a list of their approved transport sub-contractors and maintain relevant cleaning records. **(Record Required)**.

9. Collection and Delivery of Loads

- a) If either party cannot meet agreed collection or delivery arrangements, the delaying party must advise the other party promptly. If dispatch and receipt facilities cannot provide loading or unloading capability within a two hour time frame then appropriate rest procedures to manage fatigue must be instituted. Refer to section 11.
- b) Suppliers must present the product to be loaded in a timely, efficient and safe manner at the point of loading.
- c) In case of any difficulties or doubts about the product quantity or condition that cannot be resolved at the load point, the driver must notify the consignor and the Carrier before loading and seek further instructions.
- d) If any incident or event occurs during loading, transport or delivery that could result in contamination or loss of the goods, the circumstances must be reported to the consignor, and delivery must not proceed until clearance has been given by the consignor. **[Records required]**
- e) -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 their 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 dispatch, 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.
- f) If drivers are unsure about where to unload and cannot obtain advice at the destination, they must contact the consignor and not commence unloading until they have had instructions that identify the correct facility into which to unload.
- g) 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 or loading and state that the farmer or other farm employee was not available. **[Records required]**
- h) Drivers must attend their vehicles whilst loading and unloading.
- i) All products should be removed from the vehicle after unloading.
- j) 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.
- k) If any product 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]**
- l) If any product cannot be unloaded and is redirected, the Driver must record the destination of the goods. **[Records required]**
- m) 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 1
- n) Where the goods are weighed at either the loading or unloading sites, 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.
 - Adhere to Heavy Vehicle National Law where applicable or state based legislation and Harvest Management Schemes (where applicable).

10. Fatigue Management

- a) The required outcome from fatigue management scheduling practices is to ensure the product dispatch and receival sites are operated in a way where driver's safety is not jeopardised or compromised. To achieve this, grain receival locations must have;
 - Procedures that allow drivers to utilise amenities or take rest and still maintain queuing positions.
 - Appropriate amenities available on site or in close proximity that allow drivers access to satisfactory food, water and shelter. Larger sites that operate on a 24/7 basis should allow driver access to toilets, change rooms, drinking water and appropriate shelter on site.
 - Clear documented systems and procedures that recognise and assist managing driver safety fatigue. This is particularly important where throughput times are longer than 2 hours from the time of joining queues to final discharge.
- b) The Driver must:
 - Adhere to Heavy Vehicle National Law where applicable or state based legislation and Harvest Management Schemes (where applicable).

11. Mass Management

- a) Loading and unloading sites must have systems and procedures in place to ensure accurate mass management. These procedures must be on display and visible to drivers. These procedures should include outlining processes for the accurate weighing of vehicles. This will include procedures to deal with reporting of overweight loads.
- ~~b) Chain of Responsibility legislation has been approved by all states and territories. Under this legislation farmers, transport operators, loading and unloading points will all be exposed to penalty if they allow applicable Gross Vehicle Mass (GVM) to be exceeded.~~
- b) Drivers must be aware of state based Harvest Management Systems and legislation that allows varying mass management weights to apply.
- c) All parties should be made aware of applicable procedures that will occur when overloaded vehicles are presented for unloading.

d) Receival points are responsible to ensure they have procedures in place to manage overloaded vehicles and meet the requirements of the Chain of Responsibility legislation.

~~e) Penalties are based on the extent of overloading and repeat offences. In general, minor offences are when vehicle is 0-5% overloaded, substantial is where the vehicle is 5-20% overloaded and severe offences are when the vehicle is greater than 20% overloaded.~~

~~f) e) All vehicle weights and registrations will be recorded at the weighing point. These records will be forwarded or made available to State road transport authorities.~~

~~g) Where the goods are weighed at either the loading or unloading sites, 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.~~

~~2.~~

12. Records

a) Some clauses in the Code are marked **[Records required]**. Participants using the Code are required to keep and maintain records for these actions to demonstrate adherence to the Code.

The following is a summary of records that must be kept;

- All loads carried by vehicles (e.g. collection/delivery tickets, load sheets etc)
- Routine cleaning, external cleaning, steam cleaning and sanitizing
- Inventory of all vehicles and trailers
- List of approved Subcontractors
- Audit records of sub-contractors
- Staff training/instruction/Qualifications
- Insurance documents
- Operators licence – if applicable
- Container weight declaration – if applicable
- Complaints

b) Internally produced records must be signed.

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

~~d) Records must be kept for a minimum of seven-three years in accordance with the applicable law.~~

13. Personnel and Training

a) All personnel must have the appropriate training, experience and/or qualifications for the work they undertake.

b) The Carrier must identify training needs and ensure that training provided includes a full understanding of the purpose and requirements of:

- This Code of Practice
- Company instructions, as well as other codes of practice where they apply
- Food and feed safety and hygiene
- The importance of accurate record keeping

c) The Carrier must provide regular training to ensure that staff remain updated in these subjects. **[Records required]**

d) The Carrier must ensure that drivers hold a valid driving licence for the class of vehicles they drive. **[Records required]**

14. Procedures and Instructions

a) A designated person must have responsibility for the implementation of the requirements of this Code of Practice.

b) The designated person must ensure that all staff covered by the scope of the Code of Practice are 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.

15. Complaints

- a) There must be a formal system for registering and processing complaints relating to carrier activities. Complaints must be assessed and corrective action taken where necessary.

Class 1 Products

Trailers used to carry any of the following materials are excluded from carrying goods covered by this Code of Practice.

- 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).
- 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
- Unprocessed animal matter wet offal, animal manure or dead stock
- 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 Mineral Based Fertilisers (e.g. Intake etc)
- Treated Wood Products
- Medicated Stock Feeds
- Insect Infested Grain Products
- Mammalian protein, e.g. meat & bone meal, meat meal, cull cake and other mammalian based 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 Mineral based 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 A – GTA Trade Rule 15

Rule 15.0 REJECTION

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.