

Vehicle Operators Handbook

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1. Introduction

1.1. Purpose

This Handbook has been developed to provide Contractors and their Vehicle Operators with an understanding of Viterra's requirements pertaining to:

- Viterra sites
- Health & safety
- Vehicles and vehicle hygiene

1.2. Interpretation

Those terms not specifically defined in clause 7 of this Vehicle Operators Handbook ("**Handbook**") have the same meanings as specified in any Associated Agreement.

1.3. Relationship

Nothing contained in this Handbook detracts from any obligations under any Associated Agreement.

2. Vehicles

2.1. All vehicles used by the Contractor in the supply of the Services must:

- 2.1.1. be registered and roadworthy, fitted with an audible reversing device and maintained in good operating condition and, generally, to a standard which is consistent with the good corporate image of Viterra;
- 2.1.2. be fit for purpose;
- 2.1.3. be available for inspection by Viterra at all reasonable times; and
- 2.1.4. have a registered Viterra Carrier Card which matches the vehicle registration number.

2.2. The Contractor must ensure that the construction, axle configuration, condition and mass of all vehicles used by it in supplying the Services do not in any way contravene any Applicable Law.

2.3. Convertible Tipper trailers are excluded from all Viterra sites as of 1st Oct 2013.

2.4. Nothing in the preceding provisions of this clause 2 limits the application of clause 3.

3. Road Vehicle Hygiene Requirements

Preface

3.1. *Viterra Requirements*

At Viterra, food safety and quality is important and we are committed to providing a high standard of consistent, quality products and services to meet our customer and regulatory requirements. These high standards are in line with the Food Standards Australia New Zealand (FSANZ), Standard 3.2.3.

The purpose of this clause 3 is to advise relevant external stakeholders of Viterra's road vehicle hygiene requirements which are in place to support food safety and quality during transport.

These requirements apply to all road vehicles intended to be used for the transportation of Products, including imports, which are or may be, intended either for human consumption after processing or which are intended to enter the food chain either for direct feeding to livestock or for incorporation into animal feed products.

3.2. *Statutory Requirements*

Viterra's requirements set out in this document apply in addition to any other statutory or legal obligations and requirements which are applicable to you. In particular, all external stakeholders are always obliged to comply with any Applicable Laws and regulations relating to food standards, the environment and environmental pollution, health and safety and road transport.

3.3. *Hygiene Requirements*

All vehicles presenting at a Viterra site to load or deliver Product are required to comply with the Hygiene Requirements, as follows:

- 3.3.1. Vehicles, their tarpaulins and load-carrying areas must at all times be kept in a clean, dry and fit state to avoid harm to the Product being carried. Vehicles must be in a clean condition free of any material, insect or contaminant that could adversely affect the quality of the pay load.
- 3.3.2. Vehicle Operators may be required to and must be prepared to complete a Prior Load and Decline Log upon arrival at a Viterra site.
- 3.3.3. Vehicles must be operated in line with the Prior Load Matrix. This defines those materials that cannot be carried in vehicles used for the transportation of Products or after cartage of which, there needs to be adequate cleaning and sanitising.
 - 3.3.3.1. The Class 2 and Class 3 of the Prior Load Matrix – Haulage Contamination Sensitive Lists define a list of materials, after cartage of which, the Vehicle Operator must declare adequate cleaning and any sanitising of the vehicle and its tarpaulin has taken place in accordance with the Prior Load Matrix.
 - 3.3.3.2. The Class 1 of the Prior Load Matrix – Haulage Exclusion List defines a list of materials, after cartage of which in the prior three (3) loads, cannot be used for the transportation of Products.
- 3.3.4. In addition to clauses 3.3.3.1 and 3.3.3.2, vehicles will be subject to onsite inspection by responsible site personnel. Vehicles which do not

pass such inspections may be rejected or instructed to take action in accordance with the Prior Load Matrix.

- 3.3.5. Only food grade sanitisers should be used in order to avoid smell or taint of subsequent loads.
- 3.3.6. Use of fogging sanitisers in or on vehicles, is not an acceptable substitute for the Cleaning Methods stipulated by the Prior Load Matrix.
- 3.3.7. Strong smelling materials should be carried in dedicated vehicles/trailers which are not used for transporting other Products. Tainting of subsequent loads can lead to rejection and substantial claims for which the Carrier may be held liable.
- 3.3.8. Adding treatments such as phostoxin or carbon disulphide to loads for the purpose of killing insect infestation in transit from farm collection to delivery site is specifically prohibited. Use of such treatments constitutes a breach of agreement.

Where a vehicle (rather than the load) requires treatment, Cislin 25 or a Pyrethrum based spray may be used at the label rates. Cleaning method B or D (refer Prior Load Matrix) should be used after treatment.

Vehicles which are deemed to have not complied with the Hygiene Requirements outlined in clause 3.3 may be rejected by Viterra site personnel at their absolute discretion. Viterra accepts no responsibility for any costs associated with such rejections.

3.4 *Records*

Carriers, or a delegated party, are required to record the details (i.e. cart notes, weighbridge tickets, etc. showing the relevant times and dates) of up to the last three (3) prior loads carted by each trailer. Such records must be retained for a period of two (2) years and may be requested by Viterra at any time. Failure to provide such records upon request by Viterra may result in rejection of the load. The fraudulent declaration of prior loads by a Vehicle Operator constitutes a breach of agreement and gives Viterra the right to ban the relevant Vehicle Operator from Viterra sites for a period of up to six (6) months.

Carriers, or a delegated party, are required to record cleansing and sanitising operations for each individual trailer. Such records must be retained for a period of two (2) years and may be requested by Viterra at any time. Failure to provide such proof may result in rejection of the load.

4. Site Hygiene

- 4.1 Cleaning of vehicles and the associated disposal of sweepings, washings and similar residues from vehicle bodies must not occur at collection or delivery premises except with express consent from an Authorised Person.
- 4.2 Where consent is given, disposal must be made in the appropriate place for that purpose. In any case, any cleanings and residues occurring from any journey in connection with the movement of Product must be disposed of in any suitable receptacle provided or in some other environmentally acceptable and ecologically safe manner.

- 4.3 Where consent is not given, the Vehicle Operator must clean the vehicle and dispose of sweepings, washings and similar residues at an alternative, appropriate location.
- 4.4 Viterra is under no obligation to provide cleaning facilities for Consignors, Carriers or Vehicle Operators.
- 4.5 Clean up costs resulting from the unauthorised cleaning down of vehicles at Viterra sites will be charged to the relevant Consignor, or where the Consignor is Viterra, the Carrier.

5. Road Safety Requirements

In supplying the Services, the Contractor must at all times:

- 5.1. comply with all Applicable Laws and all lawful directions of any police or other law enforcement officer or agency, and ensure that its Personnel do the same;
- 5.2. declare the legal mass of their vehicle at all Viterra sites through the application of a mass limit code (“**Mass Limit Code**”) selected on Viterra’s mass limits chart. These codes are linked to the legal mass of specific vehicle type configurations including accredited vehicles;
- 5.3. display the relevant NHVAS accreditation label on any vehicle claiming Higher Mass Limit or Concessional Mass Limit (CML);
- 5.4. provide Viterra with the relevant permit number or NHVAS accreditation label number for vehicles claiming mass limits higher than general mass, e.g. either Concessional or Higher Mass limits (mass codes starting with the letters C or H or GH) or Permit based Mass Limits (mass codes starting with P);
- 5.5. work with Viterra to ensure each Party’s obligations prescribed in the transport compliance and enforcement legislation (also referred to as the “chain of responsibility”) including but not limited to management of vehicle mass, dimension, load restraint, speeding, maintenance and driver fatigue, are met;
- 5.6. observe posted speed limit restrictions at all Viterra sites, and reduce on site speed based on road and weather conditions or in accordance with Viterra staff instructions;
- 5.7. comply with the traffic management plans at each Viterra site. Viterra may amend these traffic management plans from time to time;
- 5.8. implement appropriate and prudential management systems and protocols designed, to the extent reasonably practical and within the existing capacity and state of repair of the Contractor’s plant and equipment, to ensure that gross loads do not exceed the prescribed limits of Vehicles;
- 5.9. without limiting the preceding provisions of this clause 5, the Contractor must ensure that it complies with any Applicable Law regulating the safe loading, storage, packing, unloading, handling and carriage of Product in performing the Services, including (without limitation)
 - 5.9.1. the *Road Traffic Act 1961* (SA), the *Motor Vehicles Act 1959* (SA) and the *Summary Offences Act 1953* (SA) as amended or replaced from

time to time and all regulations and statutory requirements pursuant to such legislation; or

- 5.9.2. the equivalent legislation in any other State or Territory of Australia or other jurisdictions where the Services are to be undertaken or carried out.

The Contractor and Viterra shall liaise and cooperate with each other to the extent reasonably necessary to ensure that each Party does not impede or hinder the other Party in the observance and performance of its obligations under the regulatory requirements specified in this clause 5.9.

6. Safety, Health and Environment Requirements

- 6.1. Each Party will take all reasonable precautions in accordance with Applicable Laws and industry standards to implement work systems for the protection of a Party's Personnel who may be involved in the provision of the Services or any other services (including without limitation, the loading and unloading of Product) incidental to the Services.
- 6.2. Where the Contractor is performing Services, in performing the Services the Contractor must:
 - 6.2.1. provide and maintain, a working environment for Contractor Personnel, Viterra Personnel and members of the public, that is safe and without risk to health;
 - 6.2.2. provide and maintain a working environment that prevents environmental damage or pollution;
 - 6.2.3. ensure all Personnel have a valid Viterra SitePass before entering a Viterra site;
 - 6.2.4. advise Personnel that a valid Viterra SitePass must be presented upon arrival at a Viterra site;
 - 6.2.5. comply with all safety, health and environmental (SH&E) policies, procedures or measures implemented or adopted by Viterra, as relevant to the Services, including but not limited to those covered by the Viterra SitePass Induction and training. If any inconsistency arises, the Contractor must comply with such procedures or measures as they produce the highest level of safety, health and environmental performance. This includes, but is not limited to:
 - 6.2.5.1. utilising ground operated tarping systems or approved platforms to enable three points of contact to be maintained;
 - 6.2.5.2. ensuring drivers are medically fit for work and comply with fatigue, drug and alcohol requirements under National Heavy Vehicle Legislation;
 - 6.2.6. inform itself of and comply with all SH&E policies, procedures or measures implemented or adopted by the occupiers of any premises (other than Viterra) at or within which the Contractor will perform the Services. If any inconsistency arises, the Contractor must comply with

such procedures or measures as they produce the highest level of SH&E performance;

- 6.2.7. comply with and ensure that its Personnel comply with the SH&E policies and procedures referred to in clauses 6.2.5 and 6.2.6 which are in any way applicable to the Contractor's Applicable Agreement or the performance of the Services;
- 6.2.8. upon the request of Viterra, but no later than the commencement of the Services, submit a complete copy of its SH&E management system documentation which must include as a minimum requirement:
 - 6.2.8.1. SH&E policy and objectives;
 - 6.2.8.2. organisational structure and responsibilities;
 - 6.2.8.3. risk assessment methodology;
 - 6.2.8.4. safe work practices and procedures;
 - 6.2.8.5. SH&E training and induction;
 - 6.2.8.6. SH&E auditing and inspection procedures;
 - 6.2.8.7. SH&E consultation procedures; and
 - 6.2.8.8. SH&E performance monitoring;
- 6.2.9. prepare and submit a risk assessment prior to commencing the Services. A risk assessment form shall be used to record the risk assessment and risk control methods to be employed by the Contractor. The completed risk assessment and any associated safe work procedures and/or permits shall be submitted to Viterra for review and approval prior to commencement of Services.
- 6.2.10. upon the request of Viterra, and within five (5) Business Days, provide reports on SH&E inspections, audits or assessments undertaken during the term of the Associated Agreement; and
- 6.2.11. without in anyway limiting the Contractor's obligations at Law, notify Viterra:
 - 6.2.11.1. immediately, in respect of incidents resulting in regulatory reporting and lost time; and
 - 6.2.11.2. otherwise within 24 hours, of any accident, injury, property or environmental damage that occurs during the term of the Associated Agreement, and provide a report of any such incident within three (3) Business Days, giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

6.3. **Safety, Health and Environmental Plan**

A **safety, health and environmental plan** should contain, at a minimum, the following elements:

- 6.3.1. a description of the Associated Agreement and a summary of major activities and types of work to be performed;
- 6.3.2. the SH&E structure and system for the work to be performed under the Associated Agreement, including names and/or positions of those with specific SH&E responsibilities and a summary of their responsibilities;
- 6.3.3. the position and/or name of a senior person who will liaise with the agency on SH&E matters;
- 6.3.4. induction, safety and environmental training procedures for the Contractor's Personnel;
- 6.3.5. details of employee SH&E training relevant to the Associated Agreement requirements;
- 6.3.6. certificates and licenses for persons required to supervise or undertake specialist work activity, this includes specialised licences or permits held by the Contractor and its subcontractors for environmental activities;
- 6.3.7. a register of names and/or positions of contract employees with authorisations, permits, competency;
- 6.3.8. safe work practices and procedures for the work to be performed under the Associated Agreement;
- 6.3.9. a list of tasks or specialist procedures requiring detailed SH&E work procedures and training;
- 6.3.10. a list of areas of the Associated Agreement requiring special consideration from a SH&E perspective, for example:
 - 6.3.10.1. where members of the public may be present;
 - 6.3.10.2. traffic management;
 - 6.3.10.3. work restrictions, such as times of work or confined spaces;
or
 - 6.3.10.4. exposure to hazards, such as noise, dust or elevated heights;
- 6.3.11. a risk assessment for the work to be performed under the Associated Agreement;
- 6.3.12. disposal methods for any wastes generated under the Associated Agreement;
- 6.3.13. a workplace inspection and audit schedule for the duration of the Associated Agreement;
- 6.3.14. OHS consultative processes to be followed for the duration of the Associated Agreement;
- 6.3.15. emergency procedures to be followed during the term of the Associated Agreement;

6.3.16. incident recording and investigation procedures to be in place during the term of the Associated Agreement; and

6.3.17. SH&E performance monitoring arrangements to be implemented during the Associated Agreement.

7. Definitions

In this document, unless the contrary intention appears, the following words have the following meanings:-

Associated Agreement means Viterra Transport and Supporting Services Agreement, Viterra Spot Agreement, or any other agreement between Viterra and a party which is contracted to carry Product on behalf of Viterra;

Authorised Person means Viterra Personnel at Viterra sites, or a supervisor at an alternate bulk handler site or Viterra customer's site;

Carrier means the company engaged to transport Product on behalf of Viterra;

Consignor means the party for whom the Vehicle Operator is transporting the Product on behalf of;

Convertible Tippers means tip over axle trailers 36 feet and over, built as flat top units with sides added constructed as gates with timber, steel or tarp lining;

Prior Load Matrix means the Prior Load Matrix in Appendix A;

Viterra SitePass means the card issued by Viterra to individuals who have successfully completed the Viterra SitePass Induction and training; and

Vehicle Operator means the driver of a vehicle on behalf of the Contractor.

APPENDIX A - Prior Load Matrix



This Matrix covers vehicles carting commodities and products handled by Viterra.

Vehicles must be fit for purpose and presented clean on arrival. Vehicles and tarpaulins that are not clean or free of contaminants **will not be loaded.** If Site employees have concerns with any declared prior load, i.e. residue in the vehicle does not match any of the loads declared; they can request proof of the 3 prior loads.

Permission must be obtained before loading any product that does not fit into any of the Classes below

Method of Cleaning Codes			
A	Entire vehicle sweep including underside of tarp	E	Pesticide Treatments – Specify
B	Pressure cleaned with 1% hot (70 ⁰ -80 ⁰ C) Solution of any combined detergent or sanitiser	F	Air gun over internal and external contact areas
C	Steam clean or hosed out	G	No Cleaning Required – empty and free of residues
D	Caustic wash	H	Complete vehicle wash down (inside and out) including the underside of the truck, wheels and underside of tarps

Class 1 - Haulage Exclusion List			Cleaning Method
<i>If Class 1 material has been carried in any prior load/s, the vehicle or trailers cannot be used for the transportation of bulk grain or grain products and will be declined.</i>			
AGP	Agriculture Packaging	Packaging and parts of packaging from products used in the agriculture or food industry	None approved
ANW	Animal Waste	Any animal waste or litter including poultry. Any soil containing animal manure (peat). Unprocessed animal matter, wet offal, animal manure or dead stock	None approved
ASH	Asphalt	Asphalt – fresh and rubble	None approved
BIO	Bio Waste	Sludge from sewerage plants treating waste or grey water	None approved
COR	Corrosive Materials	Any material including packaging	None approved
GLS	Glass	Any glass products	None approved
HMC	Heavy Mineral Concentrate	Iluka Heavy Mineral Concentrate from the Jacinth Ambrosia mine site Radioactive Material	None approved
MCD	Mineral Clays Detoxification	Mineral clays that have been used for detoxification purposes	None approved
MIL	Mill Scale	A slag by product	None approved
MMP	Mammalian Proteins	Meat, Bone Meal, Meat Meal. Cull Cake. Milk and milk products, gelatine, amino acids, dicalcium phosphate, dried plasma and any other blood products	None approved
RAD	Radioactive Materials	Micro films, radioactive dirt / sand, ex-ray waste, uranium	None approved
SCM	Scrap Metal	Scrap metal includes metal flakes and metal products	None approved
SPP	Salmonella Positive Products	Materials contaminated with Salmonella or other pathogens	None approved
SSM	Strong Smelling Materials	Any smell that could be absorbed into grain products	None approved
SUW	Solid Urban Waste	Household waste	None approved
TOX	Toxic Materials	Any material including packaging	None approved
TPW	Tanning Products or Waste	Hides treated with tanning substances and associated waste	None approved
UFW	Untreated Food Waste	Untreated Food Waste, except vegetable foodstuffs considered unsuitable for human consumption for freshness reasons	None approved

Prior Load Matrix

Method of Cleaning Codes			
A	Entire vehicle sweep including underside of tarp	E	Pesticide Treatments – Specify
B	Pressure cleaned with 1% hot (70 ^o -80 ^o C) Solution of any combined detergent or sanitiser	F	Air gun over internal and external contact areas
C	Steam clean or hosed out	G	No Cleaning Required – empty and free of residues
D	Caustic wash	H	Complete vehicle wash down (inside and out) including the underside of the truck, wheels and underside of tarps

Class 2 - Haulage Contamination Sensitive List (Select the appropriate cleaning method)			Cleaning Method
DBC	Dressed Bulk Cereal Grain	Seed treated with toxic dressing (excluding bagged or packaged seed) (e.g. pickle)	B, C
DBF	Dressed Bulk Fertiliser	Granulated fertiliser treated with chemicals such as fungicides (e.g. intake)	B
FAV	Fruit and Vegetables	Bulk fruit and vegetables	B, C, D
GAP	Gardening products	Mulch, composts, potting mix	B, C, D
INA	Industrial Aggregates	Fine / granular limestone. Coal / Fly Ash / Coal by products	B, C, D
INF	Infested products	Any product that is Infested with any insect or animal life	B, C & E
MFP	Medicated feed products	Dry medicated feed products	B, C
SEA	Seaweed	Seaweed or any product of seaweed	B, C, D
SUL	Sulphur	Sulphur	B, C, D
TAL	Tallow	Rendered form of beef or mutton fat processed from suet	B, C
TWP	Treated Wood Products	Wood, sawdust or materials derived from wood. Anything that has been treated with wood protection products	B, C

Class 3 – Haulage Contamination Sensitive List (Select the appropriate cleaning method)			Cleaning Method
AFS	Animal Feed Supplements	Meals - Copra, Canola, Soya and Palm Kernel Expeller, Stocklime	A, B, C, D, F, G
AGG	Aggregates	Sand, gravel and soil used for gardening or building purposes, i.e. road base, sand lime, gypsum	A, B, C, D, F
FDG	Fertiliser Dry Granulated	Any dry granulated fertiliser that can be easily swept out	A, B, C, D, F
GCU	Grains Chemically Untreated	All untreated (chemical) cereal grains, pulses, oilseeds, other plant seeds etc.	A, B, C, D, F, G
NTP	Nut Products	Nuts, nut products and sesame seed. Hauliers to check individual company's policies which are influenced by the allergic reaction to these products suffered by some people	A, B, C, D, F
NWP	Natural Wood Products	Bark chips, wood chips, saw dust not chemically treated	A, B, C, D, F
SAL	Salt	Dry granulated salt	A, B, C, D, F

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.