

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/283

TITLE: Brambles Armoured (New South Wales) Enterprise Agreement 1988 9

I.R.C. NO: 98/5557

DATE APPROVED/COMMENCEMENT: 3 November 1998

TERM: Expires 17 February 2000

NEW AGREEMENT OR
VARIATION: New. Replaces EA 97/49.

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees of Brambles Armoured New South Wales who are engaged pursuant to the Transport Industry - Armoured Cars, &c. (State) Award at Beaconsfield, Lane Cove, Smithfield, Wollongong and Newcastle

PARTIES: Brambles Security Services Limited t/as Brambles Armoured, New South Wales -&- Transport Workers' Union of Australia, New South Wales Branch





BRAMBLES ARMoured

NEW SOUTH WALES



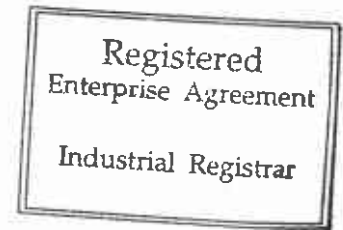
ENTERPRISE AGREEMENT 1998.

1. TITLE.

This Agreement shall be referred to as the Brambles Armoured (New South Wales)
Enterprise Agreement 1998.

ARRANGEMENT.

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2. PARTIES BOUND.

This Agreement shall be binding upon:-

- (i) The following listed Branches of Brambles Security Services trading as Brambles Armoured, New South Wales Beaconsfield, Lane Cove, Smithfield, Wollongong, and Newcastle, (hereinafter referred to as the "Company ") and
- (ii) The Transport Workers Union of Australia, New South Wales branch (hereinafter referred to as the "Union"), its officers and members and

Employees of the Company who fall within the scope of the Transport Industry – Armoured Cars & C (State) Award.

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4. APPLICATION OF AGREEMENT.

The general terms and conditions of employment of persons covered by this Agreement shall be those prescribed by the Transport Industry – Armoured Cars & C (State) Award.

Provided that the terms of this Agreement shall apply to the extent of any inconsistency with the provisions of the aforementioned award. Provided further that no other Agreements shall apply.

5. DURATION OF AGREEMENT.

This Agreement shall come into force from the date of certification and shall remain in force until 17 February 2000.

The parties agree that the provisions of this Agreement will continue to operate whilst negotiations continue for a replacement Agreement.

6. NO PRECEDENT.

The parties acknowledge that this Agreement cannot be used in any way whatsoever to obtain similar benefits or conditions in any other operation of Brambles Security Services or Brambles Australasia Limited.

7. NO EXTRA CLAIMS.

The parties to this Agreement accept that claims for improvements in wages and conditions cannot be made during the life of this Agreement except where consistent with the processes identified in this Agreement.

Any wage adjustments which may arise during the life of this Agreement as a consequence of any National or State Wage Case decision will be absorbed into any increases allowed or payable under this Agreement.

MATTERS AGREED BETWEEN THE PARTIES



8. MAINTAIN INDUSTRIAL RELATIONS.

The parties to this Agreement re-affirm their commitment to the spirit and intent of the Dispute Avoidance Procedure and the Dispute Settlement Procedure contained within this Agreement at Clauses 21 and 22.

The parties agree that a harmonious industrial relations climate can only be preserved through the constant and consistent use of the procedures identified above.

No exceptions to this can tolerated which results in withdrawal of labour.

9. COMMITMENT TO SAFETY

The parties to this Agreement affirm their commitment to maintaining and achieving the highest possible standard in occupational health and safety, through the process of continuous improvement in safe systems of work, operating procedures, work environment and equipment.

The parties agree to strive to achieve an accident/incident free workplace by implementing procedures that will only lead to a benchmark in comparison to worlds "Best Practice".

10. CLASSIFICATION AND TRAINING.

- (i) All new employees will be employed in Grade 1 and receive the necessary training to assist in progression to a higher grade.
- (ii) There will be a commitment by the employer and the employees to provide and engage in training to reach the higher grades.
- (iii) It is agreed that training in ATM and TVM servicing will occur in all yards.

- (iv) All rostering will be in accordance with the grading structure and Company requirements.

11. WAGE STRUCTURE.

The wage rates applicable to ordinary time for the duration of this Agreement shall be as per the structure outlined below.

Grade		Perm/Part-time	Casual
1	Trainee	\$15.48	\$17.80
2	AVO	\$17.20	\$19.78
3	Operations Support	\$18.06	\$20.76

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The above hourly rates apply for the first ten (10) hours worked of each day Monday to Friday.

The rates contained in this clause are inclusive of the following:

two key safe allowance,
lunch on road allowance,
RBA allowance,
AM/PM crib payment,
No tea taken payment,
Annual leave loading.

The following payments shall remain as per the existing Award:

shift allowance,
tea money,
union picnic day.

No employee shall work or be required to be on duty for a period exceeding (5) hours from the completion of the last preceding break without a meal break. Such break must be taken by the employee to qualify for payment. Payment will be made at the employees ordinary hourly rate.

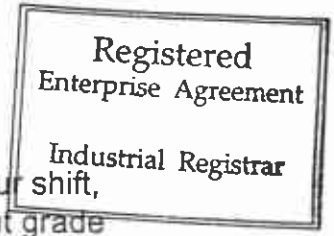
12. HOURS OF WORK.

- (i) Permanent employees shall work an average of thirty eight (38) per week consisting of eight (8) hours per day, Monday to Friday.
- (ii) The span of ordinary hours shall be 5.00am to 7.00pm, Monday to Friday.

- (iii) Starting times may be varied from day to day provided that the latest start time on any one day shall be 9.15am. Changes to rostered start times will not be made without consulting the effected employee.
- (iv) The minimum break between shifts shall be eight (8) hours.
- (v) Ordinary hours worked will be exclusive of a half hour lunch break, payment for which will be absorbed into the hourly rate.

13. ADDITIONAL RATE WEEKDAYS.

- (i) The first two (2) hours worked in excess of a normal eight (8) hour shift, Monday to Friday will be paid at the rate specified for the relevant grade prescribed in Clause 10.
- (ii) For all work after the first ten (10) hours Monday to Friday the hourly rate will be \$20.20 applicable to all employees.



14. OVERTIME WEEKENDS.

- (i) For all time worked on a weekend a four hours (4) minimum engagement shall apply.
- (ii) For the first ten hours (10) worked on a Saturday the rate will be \$20.20 and thereafter \$23.20.
- (iii) For all time worked on a Sunday the rate will be \$23.20.

15. WEEKLY OVERTIME LIMIT.

Each employee is limited to twenty (20) hours overtime per week. This limitation may be relaxed during peak operating periods provided both parties agree at State Manager and Delegates Spokesperson level.

16. WEEKEND OVERTIME ALLOCATION.

Weekend overtime will be allocated in the following priority order:

- (i) branch permanents,
- (ii) permanents from other branches,
- (iii) branch part time employees,
- (iv) branch part time employees from other branches,
- (v) branch casuals, and
- (vi) casuals from other branches.

17. PUBLIC HOLIDAYS.

- (i) For all time worked on a public holiday a four (4) minimum engagement shall apply.
- (ii) A permanent or permanent part time employee who would have been rostered for work on a public holiday shall be paid ordinary time for the day.
- (iii) An employee working on a public holiday shall in addition to subclause 16 (ii) above shall be paid a flat rate of \$25.20 for all time worked.
- (iv) An employee working on Christmas Day or Good Friday shall be paid double their relevant base rate as specified in clause 10 of this Agreement.
- (v) A part time employee not rostered on the public holiday and who does not work shall have no entitlement to any payment.



18. TVM CALL-OUTS.

- (i) A flat payment per call-out will apply of :-

\$50 for the first 1.5 hours of work (inclusive of the number of machines serviced during this time).
- (ii) All time worked in excess of the first 1.5 hours will be paid at the appropriate rate specified in clauses 10, 12 and 13.
- (iii) Stand-by provisions will be as per the Award, provided that the stand-by payment will not be forfeited in the event of a call-out.

19. RECALLS OTHER.

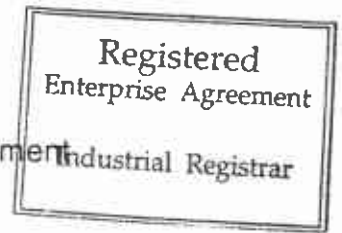
- (i) A minimum engagement of four (4) hours shall apply paid at the rate of \$23.20 per hour.
- (ii) Stand-by provisions will be as per the Award.
- (iii) Employees engaged on recall work will not be subject to a minimum break of 8 hours prior to their next rostered start time.

20. PART TIME WORK.

Permanent part time employees shall be guaranteed a minimum of twenty four (24) ordinary hours per week consisting of at least three (3) eight (8) hour shifts.

21. CASUAL WORK.

- (i) Casual employees shall receive an minimum eight (8) hour engagement Monday to Friday.
- (ii) The casual hourly rate Monday to Friday shall be as specified in clause 10 of this Agreement and is applicable for the first ten (10) hours.
- (iii) The casual hourly rate for work in excess of the first ten (10) hours shall be as prescribed in clause 12 of this Agreement.
- (iv) A casual employee working on a Saturday, Sunday or Public Holiday shall be paid in accordance with clauses 13 and 16.



22. FLOATING PERMANENT PART TIME.

- (i) Such employees shall be guaranteed thirty two (32) hours per week of at least four (4) eight (8) hour shifts.
- (ii) Such employees will be based at a parent branch and be rostered at least two (2) days per week at that branch. The remaining two (2) days will be rostered according to the needs of the Company and be limited to metropolitan branches, provided that by mutual agreement employees may be rostered at Newcastle and/or Wollongong.
- (iii) Each week a roster will be displayed at each branch showing the employees their start times and places of work for the following week. Employees may work more than two (2) days in the parent branch depending on shift availability and the needs of the Company. However, the Company will endeavour to provide employees with as many shifts as is practicable at the parent branch.
- (iv) The employee will not be paid travelling time except in circumstances where the employees rostered location changes after the posting of the original roster. The employee will then be paid for the distance between the branch originally rostered for attendance and the branch actually travelled to at the rate of 53cents per kilometre, unless transport is provided by the company.

23. DISPUTE AVOIDANCE PROCEDURE.

- (i) Branch Manager/Supervisors will have monthly meetings with the branch Delegate and co-delegate to discuss any industrial issues, provide feedback on branch performance and review productivity.
- (ii) The State and Branch Managers will meet with yard delegates at least once within every three (3) month period to discuss any relevant issues. Branch Managers will provide feedback on productivity performance, future directions, industrial and other emerging issues.
- (iii) The State Manager will meet at least once in every six (6) month period with all available employees at each branch to discuss any emerging issues and provide feedback on State/Branch performance and issues.
- (iv) Such meetings will normally be held just before a shift and all available employees will be expected to attend and shall be paid at the appropriate rate for the time of required attendance.
- (v) Minutes will be kept of each meeting and posted on noticeboard. Issues to be acted upon shall be followed up at the next meeting, if applicable.
- (vi) Union officials may attend any of the above meetings.

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23. DISPUTE SETTLEMENT PROCEDURE.

Any issue unable to be resolved via the preceding process shall be dealt with in the following manner.

- (i) An employee with a grievance shall raise the issue in the first instance with the relevant Supervisor. The Supervisor will make every effort to resolve the matter as quickly as possible.
- (ii) In the event that the matter remains unresolved the employee, the yard Delegate and the relevant Supervisor shall attempt resolution. The Supervisor should make every attempt to respond as quickly as possible.
- (iii) Should the matter remain unresolved it shall be referred to the Branch Manager who will hold discussions with the yard delegate in an attempt to resolve the matter.
- (iv) The parties will make every endeavour to process steps (i) through (iii) within twenty four (24) hours of the dispute arising.
- (v) In the event of failure to resolve the dispute at yard level the matter shall be the subject of discussions between the yard delegate, an official of the

Union and the Branch Manager. This will be done within forty eight (48) hours of the dispute being raised.

- (vi), Should the dispute remain unresolved the Union official, the yard delegate and the Branch Manager shall confer with the State Manager.
- (vii) If the issue is still unresolved the State Consultative Committee will meet in an attempt to resolve the matter within five (5) days of the dispute arising. The State Consultative Committee consists of the State and Branch Managers, a Union official and the yard delegates.
- (viii) In the event that no agreement is possible at this stage the matter in dispute will be referred to the NSW Industrial Relations Commission for resolution. Both parties will accept the decision of the Commission as final subject to any legal appeal procedures.
- (ix) Whilst this procedure is in operation the status quo shall apply. The parties agree that the status quo shall be the practice or situation that existed for the longest period of time immediately before the dispute arose. Provided that the status quo shall not be applied in circumstances involving dismissals and possible breaches of OH&S legislation.
- (x) A decision that a stoppage of work is to occur shall only be implemented after a twenty four (24) hour cooling off period. Further such a decision can only be made upon the authorisation of the State Secretary of the Union.
- (xi) In order to facilitate the peaceful resolution of disputes the parties shall commit to no stoppages of work, lockouts, or any other bans or limitations on the performance of work while the processes of consultation and conciliation set out herein are being followed.

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24. SICK LEAVE AND RDO BUY OUT OPTION.

Sick Leave.

- (i) From the commencement of operation of this Agreement employees will have the option to buy out up to four (4) days of unused sick leave from the employees entitlement as at 1 December each year.

Any employee wishing to exercise such option is required to provide at least one weeks notice to the Company. The Company will make payment available in the second pay week in December of each year. All unused sick leave will be carried forward to the next years accrual.

The buy out option will operate as follows;

Nil sick days taken	4 days available
1 sick day taken	3 days available
2 sick days taken	2 days available
3 sick days taken	1 day available
4 sick days taken	nil days available.

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RDO's.

- (ii) From the commencement of operation of this Agreement employees will have the option to have cashed out all accrued RDO entitlements. This arrangement will only apply to time accrued from the date of operation of this Agreement.

An employee electing to cash out the entitlement must apply for a minimum of four (4) days per election. The cash out option will be available in June and December each year, paid at the relevant base rate in clause 10 of this agreement.

In circumstances where an employee has accrued more than ninety six (96) hours then those hours in excess of ninety six (96) will be automatically cashed out in June and December each year.

25. ARMoured VEHICLE CREWING.

It is agreed that all armoured vehicles will be operated by three (3) crew members, except where a vehicle travels from secure area to secure area in which case the armoured vehicle may be operated by two (2) crew members.

A two (2) crew operation may be implemented as a one off "special" in circumstances where the amount involved is less than or equal to the footpath limit prescribed by the Company procedures, subject to consultation with the yard delegate, approval of which will not be unreasonably withheld.

26. LEAVE RESERVED.

Leave is reserved for either party to this Agreement to apply to the other to discuss and, where mutually agreed, to vary this Agreement during its nominal term in respect of the following:-

- (i) any matters which may arise out of the Commission of Inquiry into the Cash in Transit industry that impacts in any way on the terms and conditions of employment of Company employees.

- (ii) any extraordinary circumstances which may arise during the nominal term of this Agreement that are considered to be of such significance by the parties to warrant a review of the operation of this Agreement.
- (iii) the extension of the operation of two (2) person crewing arrangements to a wider range of agreed activities.

26. DURESS.

This Agreement was not entered into under duress by either party.



27. SECURITY LICENSES.

The Company agrees to reimburse, on a pro-rata basis the employees expenditure for the appropriate Security Industry licenses (Category "1A") and for firearms accreditation/license (revolver/category "H").

- (i) Employees whom leave the company prior to the expiry of the relevant license agree to reimburse the company for the outstanding license fee on a pro-rata basis.

ATTACHMENT A

CLASSIFICATION SYSTEM



GRADE 1 - TRAINEE

3 Months probation (or until assessed as competent)
90% Pay Rate (of Grade 2)

Prerequisites

Class "MR" NSW RTA Drivers License (within 3 months of commencement)
NSW Security License "1A"
NSW Firearms License "Category H" (within 3 months of commencement)
NSW Firearms Accreditation

Duties

Courier
Escort/Static Guard
Yardperson

- (i) Yardsperson will be employed on a Grade 1 level solely in that capacity. When the Yardsperson is absent due to leave, etc, they will be replaced by volunteers and/or fair rostering. Temporary replacements will be paid at the rate appropriate to their existing grade (i.e. a grade 3 employee will receive Grade 3 rates).
- (ii) Yardsperson shall mean an employee engaged in branches duties shall include if required, washing, greasing, fuelling, servicing of tyres, movement, transfer or other non skilled trades work as reasonably directed.

GRADE 2 - AVO Proficient Standard

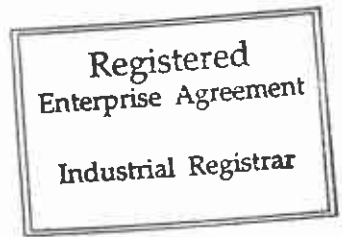
Successful completion of competency based training
100% Pay Rate

Prerequisites

As per grade 1
Obtained "MR" License
Obtained "Category H" License

Duties

AVO
Driving
Vehicle Escort
4th Man Escort (Field Support Officer)
Collection and delivery of cash and valuables
Servicing ATM and TVM
Guarding and escort work
Rear guard - Associated clerical work
Where required assist with operations support - pistol issue, buttons, AM/PM control,
etc
Courier and static guard work
Duties of Grade 1
Other duties as reasonably requested



GRADE 3 - OPERATIONS SUPPORT

105% Pay Rate

Prerequisites

As per Grade 2
Must have successfully completed all relevant competency training
Appointed by the company as required

Duties

Operations Support

ATTACHMENT B

GENERAL AGREEMENTS ALL YARDS



1. Tea, coffee and milk will be supplied.
2. The Company accepts the general principal that the following items are considered to be the work of employees covered by the Transport Industry - Armoured Cars & C (State) Award and any applicable Enterprise Agreement. However, it is mutually agreed that a level of flexibility needs to exist within NSW, and that flexibility demonstrated in the past will be continued and if possible enhanced to the mutual benefit of the efficiency of the business and the job security of employees.
 - (i) Entry, exit and roller shutter door buttons shall be controlled by the vault/turret hand or appropriately classified Armoured Vehicle Operator (AVO) whilst Armoured Vehicles are in operation.
 - (ii) Courier work
 - (iii) Appropriately classified AVO be present with staff when Branch is opening and closing for or from operating.
3. In Newcastle the cashroom will continue to close the Branch. The practice of utilising a mutually agreed person for this purpose will continue unless for any reason these persons are unavailable.
4. Each yards minimum number of permanent employees is determined by the car crew crewing levels required on the day with the smallest number of runs plus a Grade 3 or appropriate classified AVO where agreed.
5. AM Controller rostered prior to the commencement of the earliest rostered truck.
6. AVO responsible for pistol issue rostered to commence at the same time as bulk of the trucks working on that day.
7. Wash up time will be allowed each day to a maximum of ten (10) minutes per employee.
8. Subject to prior agreement with the Company on the need of meetings between the Union and the Company, requiring the presence of Delegates. Parking fees or travelling expenses will be met by the Company upon presentation of receipts, delegates will also be entitled to full days pay.
9. Permanent employees will have preference of runs but the Company reserves the right to implement run changes in consultation with those employees affected. This does not grant any rights to reject run changes implemented by the Company.

11. Parking fines to be paid by the Company when incurred in the normal course of operation.
12. Permanent employees runs will not be changed without consultation. This does not grant any rights to reject run changes.
13. Street directories will be issued where appropriate to all trucks but they will be signed for and handed in each day at the completion of work.
14. Reasonable efforts will be made for overtime to be shared by permanents subject to permanents availability to work overtime.
15. Casual employees attached to a yard will get preference over other yard casuals for work in their normal yard.
16. Work performed on an RDO will be paid at normal time plus a day in lieu.
17. Annual leave of two (2) weeks will be allowed in circumstances where an employee has completed six months full time employment or has an accrual up to or in excess of two (2) weeks. Any leave taken in excess of this provision will depend upon the circumstances requiring the leave and will need to be authorised at Branch level.
18. Applications for annual leave should be submitted at least ten (10) working days prior to the leave commencing and will be approved or rejected within a period of five (5) days from receipt of leave application.

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BRAMBLES ARMoured - NSW ENTERPRISE AGREEMENT 1998

This Agreement is dated the 17th day of
August 1998.



[Signature]
Signed for and on behalf of Brambles Armoured
New South Wales.

[Signature]
Witness.

Steve Hutchins
Signed for and on behalf of Transport Workers Union of Australia
New South Wales Branch.

Richard Owen
Witness.

Jay Dutton
Signed for and on behalf of
Brambles Security Services Limited.