

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/18

**TITLE: Brinks Australia Pty Limited NSW Agreement - CIT  
Employees 2005**

**I.R.C. NO:** IRC5/6491

**DATE APPROVED/COMMENCEMENT:** 12 December 2005 / 1 November 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/223.

**GAZETTAL REFERENCE:** 20 January 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 19

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by Brink's Australia Pty Ltd, located at 4-6 Mentmore Ave, Rosebery NSW 2018, who are employed as Armoured Vehicle Driver, Armoured Vehicle Team Leader, Armoured Vehicle Guard who are engaged in Escort Duties, ATM Services, Airport Duties, Turret Guard Duties and Dispatch, who fall within the coverage of the Transport Industry - Cash-in-Transit (State) Award.

**PARTIES:** Brinks Australia Pty Ltd -&- the Transport Workers' Union of New South Wales

**BRINKS AUSTRALIA PTY LIMITED NSW AGREEMENT –  
CIT EMPLOYEES – 2005.**

**ARRANGEMENT**

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## **1. PARTIES TO THE AGREEMENT**

Brinks Australia Pty Limited, its CIT Employees in NSW and TWU of Australia – NSW Branch.

## **2. TITLE**

The Agreement shall be known as "Brinks Australia Pty Limited NSW Agreement – CIT Employees - 2005".

### **3. OBJECTIVES AND INTENTIONS**

The Company is a customer driven organisation with the basic philosophy, that it is committed to achieving the highest quality service for its customers.

All parties are committed to achieving maximum performance and efficiency through the achievement of highest standards in all aspects of the Company's armoured vehicle, guarding and security operations. To these ends the Company and employees are dedicated to:

- a) Seek continuous improvement in agreed measures of safety, quality, productivity and work environment as the standard of acceptable performance.
- b) Establish terms and conditions of employment based on the specific needs of the business.
- c) Ensure that the armoured vehicles operate in a manner that will promote to the fullest extent possible a cost efficient operation on behalf of customers. All employees will assist and commit to productivity and Occupational Health and Safety improvements, including, but not limited to those as set out in Clause 35. These will be achieved while meeting our obligation in respect of the reputation of the company, customer service and security. Further, employees will assist in the enhancement in the presentation of all company vehicles and give a genuine commitment to the reduction in damage to plant and equipment.
- d) Operate a fully flexible system that will provide complete interchangeability of functions within the system and eliminate all restrictions on the efficient and effective performance of work. This may include the utilisation of qualified and licensed management employees where employees under this Agreement are not readily available, in emergency situations only and after consultation with the TWU delegate or co-delegate.
- e) Establish and maintain open and direct communication with all armoured car personnel on matters of mutual interest and concern.
- f) Avoid any action which disrupts customer service by resolving employee concerns effectively and speedily through full and open communication and agreed consultative negotiation and dispute resolution procedures.

### **4. COVERAGE OF AGREEMENT**

4.1 This Agreement covers all NSW CIT employees in roles including the following:

Armoured Vehicle Driver  
Armoured Vehicle Team Leader  
Armoured Vehicle Guard  
Escort Duties  
ATM Services  
Airport Duties  
Turret Guard Duties  
Dispatch

All categories will be interchangeable in order to perform all duties as required on a completely flexible basis.

In some instances the Company may also engage employees as Acting Supervisors.

#### **4.2 Definitions**

##### **4.2.1 General**

- (a) Armoured Vehicle - Shall mean a vehicle specially designed for the transportation of valuables as defined. The design shall include armour plate and the windscreen, windows

and the body specifications shall be constructed to withstand armed attack from ordinary hand-held weapons. Where a two-person crew operation is utilised, an armoured vehicle shall have an accessible partitioned secure area in which containers may be placed allowing the crew members to access and leave that secure area without exposing the armoured vehicle driver or the remainder of the load.

- (b) Non-Armoured Vehicle - Shall mean a fully enclosed air-conditioned vehicle with two-way radio (either fitted or hand-held).
- (c) All vehicles shall have:
  - i. An air-conditioning unit installed as part of an adequate temperature control system. A crew shall not be required to use an armoured vehicle with inoperable air-conditioning
  - ii. Street directory
  - iii. Mobile phone for company use only
  - iv. Suitable trolley
  - v. Approved First Aid Kit
  - vi. Fire extinguisher
  - vii. Tinted side windows
- (d) Valuable - Shall mean, for the purposes of this Agreement, a commercially negotiable article and/or transaction where the services of a licensed security agent and/or armoured vehicle are contractually requested by the customer.
- (e) The Company will have the right to operate two man crews on the basis of 'two out' with the footpath limit for delivery or pick-up not to exceed AUD\$400,000. The Company agrees to consult with the TWU and employees in respect of the implementation. Employees agree to enter into negotiations with the Company in relation to 'one in one out' crewing.

#### **4.2.2 Employees**

- (a) Armoured Vehicle Driver - shall be an employee qualified to drive and who holds the relevant licences and has completed all required training. A driver will be appointed at the Company's discretion and will be qualified and available to perform non-driving duties and or non-armoured vehicle duties.
- (b) Armoured Vehicle Guard - An employee performing non-driving duties who has completed the required training and is qualified to perform guard duties, including the completion of all relevant paper work. A guard will be qualified and available to perform non-armoured vehicle duties.

However, in order to achieve complete flexibility under this Agreement it will be necessary for the Armoured Vehicle Guard to hold the same relevant licences as the Armoured Vehicle Driver.

- (c) Armoured Vehicle Team Leader - As Armoured Vehicle Guard but who deals with customers as required, and is responsible for his/her load paper work and receipts.
- (d) ATM Technician. - Shall be assigned at the discretion of the employer. The ATM Technician is under the supervision of the Manager, Assistant Manager, Supervisors and Dispatchers. The ATM Technician shall exercise immediate supervision over his/her crew for the full duration of the shift and ensure the crew perform their respective duties in a proper and secure manner, with particular reference to safety, security, customer service and productivity.

- (e) And as further defined in the handbook for Brinks personnel.

This list is intended as a guide and is not exhaustive.

## **5 CONTRACT OF EMPLOYMENT**

### **5.1 Permanent Employees**

CIT employees employed as permanent employees shall be employed on the basis of weekly hire. This contract may be terminated by the giving or taking of one weeks notice by either party or the payment or forfeiture of one week's pay as the case may be. The Company may only terminate an employment contract for legitimate and legal reasons.

At the discretion of the company casual employees may be promoted to permanent. All permanent employees must obtain their M.R. license within 90 days of being appointed a permanent. The said 90 days does not include any time engaged as a casual employee.

Permanent employees will be required to work one Saturday and one Sunday in each four-week period in accordance with the Company roster. Alternative arrangements for rostering and coverage to address business needs may be made after consultation between the parties.

### **5.2 Casual Employees**

Casual employee means an employee engaged and paid as such. They shall be employed on a hourly basis and payment of wages shall be either at the conclusion of each day or at least weekly, according to the number of days worked during that one particular week.

Casual employees are employed on a three month probation term subject to review on completion of this term. During the three month probation the hourly rate applicable, for all normal hours worked, will be that as indicated in Table 1 of clause 7 - Payment of Wages.

After three months probation, casual employees will be paid at the appropriate hourly rate, for all normal hours of work, as indicated in the said Table 1 of clause 7, which includes the loadings payable in terms of the Award provisions and all relevant legislation including, the NSW Annual Holiday Act, until they have obtained 12 months continuous service.

Once a casual employee has been continually employed for a period of 12 months, they shall be paid the appropriate hourly rate as indicated in the said Table 1 of clause 7 for all normal hours worked, which includes the loading payable in terms of the Award provisions and all relevant legislation, including the NSW Annual Holiday Act.

### **5.3 Part Time Employees**

- (a) A part-time employee shall be one who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees, but such days shall not be less than 3 per week and such hours shall not be less than 20 per week. Engagement shall be on the basis of weekly hire.
- (b) The spread of hours for part-time employees shall be as per the spread of hours for permanent employees.
- (c) Part-time employees shall be paid an hourly rate as indicated in Table 1 of clause 7 - Payment of Wages
- (d) A part-time employee shall be entitled to annual leave, sick leave, public holidays and long service leave on a pro-rata basis.

## **5.4 General**

Management, and their representatives, reserve the right to perform road-crew and ATM work, as defined, in emergencies or unexpected contingencies when no employees are immediately available in the branch to perform such work. Further, management, and their representatives, reserve the right to perform road-crew and ATM work in instances of staff shortages where road-crew are unavailable. Management undertakes to ensure that any representative required to perform said work will be appropriately qualified and hold all licences required.

## **5.5 Dismissal Offences**

In all areas of employment (permanent, part-time or casual) the Company has an unlimited right to immediately dismiss an employee for misconduct which would warrant such immediate termination.

The following are instances, but not limited to, which can lead to instant dismissal:

- a) Dishonesty.
- b) Leaving an armoured truck unoccupied with valuables aboard.
- c) Leaving premises unoccupied with valuables not properly vaulted.
- d) Use and/or possession of alcoholic beverages or any illegal drugs while on duty, including during coffee or lunch breaks.
- e) Improper or dangerous handling of firearms.
- f) Sleeping while on duty.
- g) Forging or falsifying any company record.
- h) Revocation of required licences.
- i) Harassment

and as further defined in the Handbook for Brink's Employees.

- 5.5:** The employer reserves the right to stand-down or suspend an employee with or without pay for disciplinary reasons or any infraction which would warrant such action to a maximum of (5) five days.

## **6. HARASSMENT FREE WORKPLACE**

All parties to this Agreement are committed to ensuring that employees work in an environment free of harassment.

Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy, or intimidate another person and to make the workplace uncomfortable and unpleasant.

Harassing behaviour whether it be physical or verbal is unacceptable and disruptive to the well-being of individuals and workplace productivity.

Harassment on any grounds including but not limited to sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be condoned by the Company.

Managers and supervisors shall take reasonable steps to prevent all forms of harassment by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.

All employees are required to refrain from perpetrating, or being a party to, any form of harassment. If an employee is found to be a party to harassment, immediate termination will result.

This clause supplements the Anti Discrimination Policy (Attachment 1). All employees will read this policy and clarify any misunderstanding. Employees will then sign the policy and be provided with a copy. A copy will also be placed on each employees personnel file.

**7. PAYMENT OF WAGES**

**Hourly Rate**

Table 1

	Year 1 \$	Year 2 \$	Year 3 \$
Permanent Hourly Rate	19.96	20.81	21.69
Part-time Hourly Rate	19.96	20.81	21.69
<b>Casual Hourly Rate</b>			
0-3 months	17.77	18.53	19.32
3-12 months	20.26	21.12	22.01
> 12 months	21.33	22.24	23.19

These weekly rates and remuneration provisions set out in this Agreement are to be in lieu of the compensation set out in the Award (including all extra rates, allowances, meal provisions etc) and paid to all members of the crew in return for their agreement to total flexibility as set out in the definitions.

The above rates shall take effect upon the approval of the Agreement by the Industrial Commission and each subsequent increase shall be upon the anniversary date of said approval.

7.2 Payment of wages shall be by electronic transfer into employees nominated bank account.

Permanent and part-time employees shall be paid on a fortnightly basis on the second Thursday of each fortnightly cycle.

**8. HOURS OF WORK**

8.1 The ordinary hours of work for employees shall not exceed 8 hours in any one day and 40 hours in any one week. Any time in excess of the 40 hours shall be paid at overtime rates in accordance with Clause 10 Overtime.

8.2 Ordinary hours of work shall be any time worked between the hours of 5.00 am and 9.00 pm which do not exceed 40 hours in any one week.

8.3 Commencing and Finishing Times: Work shall be deemed to commence at the rostered commencement time of the shift and to finish when the employee clocks off.

8.4 The Company shall have the right to fix the place at which the employee is to commence work. Once fixed, the starting place shall not be altered without 48 hours clear notice to the employee concerned unless by mutual agreement.

8.5 Employees may swap company rostered shifts by private arrangement between each other, provided that;

8.5.1 Both employees obtain their Supervisor’s prior approval



- 8.5.2 Time records show the employee who actually worked the shift and the employee who was rostered to work the shift.
  - 8.5.3 Any applicable penalty remains with the rostered shift.
  - 8.5.4 There is no cost incurred by the Company due to these private arrangements.
  - 8.5.5 No danger to employee safety arises from the shift swap.
- 8.6 Casual Employees - A casual employee shall be paid for a minimum of 4 hours worked for each day of engagement.
- 8.7 Where an employee does not report for work at the appointed time, the employee will only be paid for the actual time worked during that day of engagement. If an employee is habitually late they may be stood down without pay for the entire shift. This provision may be enforced on the third day an employee is late within any consecutive 30 day period.

**9. MEALS**

- 9.1 On Monday to Friday inclusive, each employee shall be entitled to a meal break. In the case of employees who are required to remain in the vehicle during the meal break, the break shall be for a period of thirty minutes unless the reasonable requirements of the business otherwise require.
- 9.2 Where employees take their meal break outside the vehicle, they will ensure that at least one employee remains within the vehicle during that period. They will take the same meal break as the employee who remains within the vehicle.
- 9.3 In the case of employees who take the meal break at the depot, the meal break shall be for a period of thirty minutes
- 9.4 Where employees are unable to take a meal break within the specified time, one half hour at normal time will be payable. This must be approved by the Branch Supervisor on duty before the expiry of 4.5 hours.
- 9.5 No employee shall be required to work more than five hours from the time of commencement of their shift without receiving a meal break.
- 9.6 As part of the flexibility arrangement set out in the Agreement, payment for this break has been taken into account in setting the actual rates of pay.

**10. OVERTIME**

- 10.1 On a strictly Monday to Friday basis (except public holidays) overtime applying after the first 8 hours of ordinary time will be as set out below. These overtime rates will apply to both permanent and casual employees.

	2005 (post agreement)	2006	2007
First two hours	single time		
Second two hours	\$25.95	\$27.05	\$28.20
Subsequent hours	\$29.94	\$31.21	\$32.54

- 10.2 Weekend overtime rates will be as per clause 12 of this Agreement.

**11. LIMITATION OF OVERTIME**

- 11.1 An employee who works for any period amounting to twelve (12) hours or more from the time of commencing work shall be granted a respite from and shall be entitled to absent himself/herself from work until he/she has had ten (10) consecutive hours off duty without loss of pay, for ordinary working time occurring during such absence.

In the event of an emergency wherein an employee is required to return to work not having had ten (10) consecutive hours off duty, the employee shall be entitled to be paid overtime for the period between when they actually return to work and the time the 10 hour period elapses. Said overtime shall be paid at the rate of \$25.82 and then at the appropriate rate applicable at each anniversary of the Agreement.

- 11.2 In the cases of emergency, as herein defined, the said twelve hours referred to in subclause 11.1 hereof, may be exceeded by not more than one hour. Emergency, in this subclause shall mean periods in, which valuables, which have been delayed by circumstances beyond the control of the Company, need to be transported within a limited period of time and where extra labour is not available to carry out the necessary work.

All employees agree to make themselves available to work a reasonable amount of overtime in order to fulfil business needs including customer expectations and services.

## 12. WEEKEND WORK

Weekend work relates to any shift commenced between midnight Friday and midnight Sunday. Public holidays relate to all such holidays so gazetted in the Government Gazette or specifically recognised by the Company.

- 12.1 The following rates will apply to all work performed on a Saturday:

Time Period	Year 1	Year 2	Year 3
First two hours	21.85	22.78	23.75
All subsequent hours	25.89	26.99	28.13

- 12.2 Sunday/Public Holidays- The following rate will apply to all work performed on a Sunday or a public holiday (excluding Good Friday and Christmas Day)

Time Period	Year 1	Year 2	Year 3
All hours	25.89	26.99	28.13

## 13. PROVISIONS FOR SHIFT WORK

- 13.1 'Day shift' means any shift commencing at or after 5.00am and before 1.00pm.

'Afternoon shift' means any shift starting at or after 1.00pm and before 6.00pm.

'Night shift' means any shift commencing at or after 6.00pm and before 4.00am.

Shift allowances

An employee required to work shift work shall be paid an extra percentage loading on his/her hourly wage rate of pay for the total number of hours worked on a shift. The applicable hourly wage rate for the purposes of shift penalty rates shall be those stipulated in Clause 7.1.

- (i) Afternoon shift - 9.0%
- (ii) Night shift - 15.0%

## **14. ROSTERED DAYS OFF (RDOs)**

14.1 Each permanent employee shall be given the option of:

- (a) working a 40 hour week with no provision for RDOs; or
- (b) working a 40 hour week with two hours per full work week accumulating to provide one RDO each four weeks. Employees selecting this option shall receive pay for a 38 hour week at the hourly rate prescribed by clause 7, Payment of Wages. Employees selecting option (a) will receive 40 hours pay at the hourly rate prescribed by the said clause 7.

Changes between the two options shall only be permissible by application in writing, to the Branch Manager, with four weeks notice of the intended change being given.

An employee shall not be permitted to accumulate more than 5 RDO's. Management reserves the right to schedule RDO's for employees that are in accordance with the operational requirements of the business.

## **15. RECALLS**

15.1 An employee recalled for work shall be paid for a minimum number of hours as follows:

- a) Monday to Friday - 4 hours paid at the rate of \$25.95 per hour and its equivalent at each anniversary of the Agreement.
- b) Saturday, Sunday and Public Holidays - 4 hours paid at the appropriate rate as specified in clause 12 - Weekend Work.

A recall is defined as occurring when an employee has completed their rostered shift, 'clocked off' and left the immediate area of the Branch and/or has been contacted at their home or other place and been requested to return to work; following which the employee returns to work.

## **16 PAYMENT OF LICENSE FEES**

16.1 Once an employee is appointed as permanent, The Company undertakes to pay licensing fees associated with the obtaining of relevant Security Licenses, Category H Firearms License and First Aid Certificate.

16.2 Employees will sign an agreement to reimburse The Company, on a pro-rata, for the payment of said fees should the employee leave the permanent employment of The Company prior to the expiration date of the said licenses.

16.3.1.1 A failure to maintain the currency of any licence or certificate required to be held by the employee may result in the termination of said employee's employment.

16.3.1.2 An employee is to provide annually to the Branch Manager, at the request of and at a cost to the employer, a current certified copy of their Driver's Infringement History as issued by the Roads and Traffic Authority.

## **17. ANNUAL LEAVE**

17.1 In accordance with the NSW Annual Holidays Act 1944, a copy of which will be available for inspection at the Company's depot.

17.2 A permanent/part time employee at the time of his or her entering upon a period of annual leave in accordance with the NSW Annual Holidays Act shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated at 17.5% of the holiday pay entitled to them.

## **18. SICK LEAVE**

An employee, other than a casual, who is absent from her or his work on account of personal illness or on account of injury or accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

- 18.1 The employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to worker's compensation.
- 18.2 If possible, the employee shall inform the Company of his or her inability to attend for duty (before the actual commencement time of his or her employment on any particular day) and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If this is not possible, the employee will notify the Company within four hours of the commencement of such absence and as far as practicable state the estimated duration of such further absence.
- 18.3 The employee shall prove to the satisfaction of the Company that he or she was unable on account of illness or injury to attend for duty on the day or days for which leave is claimed. This may include the requirement for a doctor's certificate at the Company's discretion.
- 18.4 A permanent employee shall be eligible to five (5) days paid sick leave in the first year of service and eight (8) days paid sick leave in the second and subsequent years of service.
- 18.5 A maximum of 5 days unused sick leave may be paid out on 23 December of each year. This provision is restricted to the first five days of sick leave entitlement in any one year and is at the discretion of the employee.
- 18.6 Family Emergency Leave
  - 18.6.1 Employees required to look after the health and welfare needs of immediate family members at short notice are allowed up to five days a year to do so. This leave shall be either paid from the current year's sick leave, annual leave or unpaid leave.
  - 18.6.2 Employees taking such leave are required wherever practicable to advise their manager twenty-four hours before taking such leave so that suitable alternative staffing arrangements can be made. They should also advise the requested length of time off.

## **19. COMPASSIONATE LEAVE**

When a death occurs in the immediate family of a permanent or part-time employee, the employee will be compensated for the time actually lost from the regular scheduled work on the day of the death and the days following, up to and including the day of the funeral, but not to exceed three (3) working days. Immediate family includes spouse, children, parents, brothers, sisters, grandparents, and current parents-in-law.

## **20. JURY SERVICE**

- 20.1 A permanent and/or part-time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wages he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 20.2 Such an employee shall notify the Company as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the Company proof of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

## 21. LONG SERVICE LEAVE

As per NSW Long Service Leave Act 1955 and a copy of which will be available for inspection at the Company's depot.

## 22. PUBLIC HOLIDAYS

- 22.1 The Company will observe any public holiday Gazetted by the New South Wales Government and applying to the community as a whole. In addition the Company will observe the TWU Picnic Day but not as a day off etc, paid in lieu.
- 22.2 All work performed on Christmas Day and Good Friday shall be paid for at the rate of time and one-half extra for the actual time worked. An employee called upon to work on an Agreement holiday shall be guaranteed four hours work or shall be paid for four hours at the appropriate rate.
- 22.3 In any week during which a holiday is observed on any day, Monday to Friday, inclusive, the ordinary working time of such week shall be reduced by the appropriate number of hours an employee would have worked had the day not been so observed.
- 22.4 A permanent employee whose services are terminated within seven days of the commencement of any week in which one or more holidays occur and who is re-engaged by the Company within seven days of the said week shall be paid an ordinary day's pay for each holiday so occurring at the rate prescribed for the class of work performed by the employer prior to his or her services being terminated.
- 22.5 An employee who, without permission of the Company or without reasonable cause (such as a Doctor's Certificate) absents himself or herself from duty on the working day immediately preceding or the working day immediately succeeding any Agreement holiday shall not be entitled to payment for such holiday.

## 23. UNIFORMS

The Company will issue uniforms as follows.

Permanent Employee	Part Time and Casual Employee
Three (3) Uniform trousers	Two (2) Uniform trousers
Five (5) Short sleeved shirts	Three (3) Short sleeved
One (1) Woollen vest or jumper	One (1) Woollen vest or jumper
One (1) Jacket	One (1) Jacket
One (1) Cap	One (1) Cap

All uniform remains the property of the Company and shall be returned to the Company, upon request, replacement or termination of employment. Uniforms shall be replaced on an 'as required' basis, that is, when it becomes unserviceable through general wear and tear.

## 24. DISPUTES SETTLEMENT PROCEDURE

The aim of this procedure is to resolve disputes and manage conflict in a prompt and effective manner. The parties agree that no industrial action will be threatened nor taken and that work will continue as usual while the matter is being progressed through the procedure. The parties agree to follow each step in order unless there are exceptional circumstances that can be justified in the Industrial Commission.

### Step 1

In order to promote speedy, effective and informal resolution of problems it is agreed that the employee with a grievance will first discuss the matter with the immediate supervisor and every effort should be made to resolve

it at this early stage. The immediate supervisor will respond to the employee's grievance as soon as possible, and unless there are exceptional circumstances, within 24 hours.

#### Step 2

If the matter remains unresolved, it may be raised by Delegate/Employee Representative with the Operations Manager. An update of endeavours to resolve the matter will be provided in 24 hours unless there are exceptional circumstances or otherwise agreed by the parties.

#### Step 3

If the matter remain unresolved, it may be raised by an Delegate/Employee Representative and the Branch Manager. An update of endeavours to resolve the matter will be provided in 48 hours unless there are exceptional circumstances otherwise agreed by the parties.

#### Step 4

If the matter remains unresolved, it may be raised by an Delegate/Employee Representative/Union Official and the General Manager. An update of endeavours to resolve the matter will be provided in 72 hours unless there are exceptional circumstances or otherwise agreed by the parties.

#### Step 5

If the matter remains unresolved, it will be notified to the NSW Industrial Relations Commission for resolution.

Nothing in this Agreement in any way limits or detracts from the Parties rights at law, whether under common law or statute.

## **25. INSURANCE AND INJURY PROVISIONS**

The employer shall:

25.1 Arrange an insurance policy to cover each employee so engaged against the risk of armed assault.

25.2 In the event that any such employee sustains an injury which entitled him/her to be paid and he/she is paid benefits prescribed by the Workers' Compensation Act, 1987, and the incapacity arising out of such injury continues for a period in excess of twenty-six weeks, pay to any such employee the difference between the employees current minimum weekly rate of pay as prescribed by this Agreement and the weekly benefit paid to the employee in accordance with the provisions of the Workers' Compensation Act 1987; Provided that the payment prescribed by this subclause shall not commence to be paid until the twenty-seventh week of incapacity arising from injury as aforesaid and shall cease to be payable when the payment to the employee of workers' compensation benefits ceases or at the end of a period of thirteen weeks whichever event first occurs; Provided further that the employee shall not be entitled to receive the benefits prescribed by this subclause if he/she fails to comply with a request by the Company to give to the Company:

- a) An undertaking that if the employee obtains a verdict for damages against the Company in respect of any injury or is paid an amount in settlement of any claim for damages that he/she has made against the Company in respect of such injury he/she will immediately upon payment to him/her of his/her agent of such verdict for damages or amount in settlement of a claim therefor repay to the Company the amount of the benefits prescribed by this subclause which the Company has paid or may pay in respect of such injury and an authority for the Company alternatively to deduct the amount of benefits prescribed by this subclause from any money owing or which may become owing from the employer to the employee under such verdict or settlement;

- b) An undertaking that where the injury was caused in circumstances creating a liability in a third party to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claim for damages he/she has made against that third party the employee will out of such verdict or amount of money repay to the Company the amount of the benefits prescribed by this subclause which the Company has paid or may pay in respect of the injury; and
- c) An irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against such third party or any amount of money payable to the employee in settlement of any claim for damages made against such third party to pay to the Company the amount of the benefits prescribed by this subclause which the Company has paid or may pay to the employee.

## **26. CONSULTATIVE COMMITTEE**

A joint consultative committee shall be set up to make recommendations with respect to the implementation of the terms of this Agreement.

The committee shall consist of equal numbers of employee and Company representatives.

The objectives of the committee are to:

- i. promote harmonious industrial relations;
- ii. identify and eliminate problems in the workplace;
- iii. assist in the planning and implementation of changes to work methods, introduction of new technology or alteration to production processes;
- iv. facilitate in a co-operative manner in matters pertaining to company's operations.

As part of this consultative process, management will undertake a process of face to face consultation with all employees on a regular basis to ensure that all employees are kept fully informed of the Company's operations and customer-related activities.

## **27. OCCUPATIONAL HEALTH AND SAFETY**

An Occupational Health and Safety Committee will be established and suitably trained personnel will be available to perform first aid duty at the depot.

All employees will give their unreserved commitment to the reduction and minimisation of lost time injuries and workers compensation claims. The genuine commitment to this objective can be and will be monitored.

Employees agree that, without unreasonable obstruction, if there is reasonable cause to believe an employee is under the influence of a drug or alcohol, the employee can be sent to a Medical Practitioner for testing to determine whether they are in fact under the influence of said drug or alcohol. If an employee tests positive to being under the influence of alcohol or any drug, appropriate corrective action will be taken.

## **28. FIRST-AID OUTFIT**

The Company will provide the necessary first-aid outfits at its depot and in each armoured vehicle in accordance with Award requirements and will ensure that suitably qualified employees are available to perform first-aid duty at the depot.

## **29. TRAINING**

- 29.1 Where on-the-job or external training is directed by management, the employee will undertake such training as directed and required by the Company.
- 29.2 The company commits to enhancing on the job training including a more comprehensive induction programme for new employees.
- 29.3 Training shall be provided to promote job enhancement, productivity and for the acquisition of the skills required by the classification structure, and shall be both on-the-job and with accredited training authorities.
- 29.4 Sufficient paid time shall be allowed for all employees to undertake approved training in conjunction with the company's skills acquisition program.
- 29.5 Access to training shall be either by application from an employee or at the direction of the management. Such direction by management shall only be given when it is reasonable to do so:
  - i. When an employee has failed to demonstrate the required level of skill and competency in relation to work tasks; or
  - ii. Where management requires that the employee undertake training to acquire additional skills in order to properly perform a new or varied task.

The purpose of such training is to enable the employee to maintain her or his current skill and competency level and shall not be used with a view to de-skilling an employee. De-skilling shall not be a factor in situations where management requires the employee to become more proficient in skills relevant to a classification lesser than that in which the employee is graded.

- 29.6 Should any dispute arise over any matter concerning the implementation of the skills structure and/or the on-going administration of training the Disputes Settlement Procedure shall be activated, provided that before any issue concerning these matters is referred to the Industrial Relations Commission, the matter shall be considered by the consultative committee.

## **30. REDUNDANCY**

Should redundancy result, the Company will implement the requirement of the relevant NSW Legislation.

## **31. AWARD RELATIONSHIP CLAUSE**

Where terms and conditions of this Agreement are inconsistent with the provisions of the Transport Industry – Cash In Transit (State) Award 2002 as varied to date then the terms and conditions of the Agreement shall prevail.

## **32. NO EXTRA CLAIMS**

It is a term of this Agreement that the Employees will not pursue during the currency of this Agreement, any extra claims, award, award reserved or over-award, except where consistent with the principles determined by the New South Wales Industrial Relations Commission.

## **33. TERMS OF AGREEMENT**

This Agreement shall operate from 1 November 2005 and expire on 1 November 2008. Wage increases will operate from the first pay period to commence after 1 November 2005. Further wage increases will operate from the first pay period to commence on or after 1 November 2006 and 1 November 2007.



### 34. RE-NEGOTIATION OF AGREEMENT

It is a term and condition of this Agreement that a re-negotiation of this Agreement shall commence no later than three months before this current Agreement expires.

### 35. BRINK'S SYDNEY METROPOLITAN AREA EBA PRODUCTIVITY AND OCCUPATIONAL HEALTH AND SAFETY IMPROVEMENTS.

As identified in Clause 4: "All employees will assist and commit to productivity and Occupational Health and Safety improvements, including, but not limited to those as set out in Clause 35." OH & S matters will be dealt with by the OH & S Committee, Supervision and Management. Other matters will be reviewed monthly by Management and the Joint Consultative Committee for the purpose of achieving or improving on agreed targets. If targets are not achieved then reasons will be identified by the respective Committee and along with corrective action these will be documented. In cases where targets are not achieved through no failing on the part of the employees, the reasons will be recorded in the respective Committee Minutes.

<b>MEASURE</b>	<b>CURRENT</b>	<b>ACHIEVED IMPROVEMENT REQUIRED</b>
<b>1. SICK DAYS</b>	8 days	3 days
<b>2. LOST TIME INJURIES</b>	23	5
<b>3. GARAGE TIME</b>	20 minutes	15 minutes
<b>4. MOTOR VEHICLE DAMAGE PREVENTABLE EVENTS.</b>	20	5
<b>5. INTERNAL LOSSES</b>	Currently Unsatisfactory	NIL
<b>6. PRE ARRANGED TRAINING SESSIONS</b>	30% attendance	100% attendance or absence covered by valid medical certificate
<b>7. NO SHOW ADVICES</b>	Unsatisfactory	3 hours notice prior to commencement of shift
<b>8. SELF INFLICTED ATM ERRORS</b>	Numerous	NIL
<b>9. DUAL CONTROL BREACHES</b>	Unsatisfactory	NIL

### 36. AGREEMENT BY THE PARTIES

As part of the agreement all the undersigned parties have freely entered into this Agreement without duress. The terms and conditions of the Agreement have been fully discussed with each employee representative, whose signature appears below, as well as employees and the parties have also been

made fully aware of the terms and conditions of the Transport Industry CIT (State) Award. In addition each employee has been provided with a copy of the Enterprise Agreement.

Signed for and on behalf of Brinks Australia Pty Ltd

..... NAME: Mr D. Gronow      DATE:  
CEO

..... NAME: Mr A Fitzgerald      DATE  
GM OPERATIONS

.....NAME: Mr C. Ulm      DATE  
GM BGS

..... NAME: Mr R. Killian      DATE  
BRANCH MANAGER

Signed by Employee Representatives

..... NAME: Mr G Thompson      DATE  
DELEGATE

..... NAME: Mr D. Koopmans      DATE  
CO DELEGATE

Signed by TWU

..... NAME: Mr A. V. Sheldon      DATE  
STATE SECRETARY

..... NAME: Mr M. Bell      DATE:  
TWU OFFICIAL

..... NAME: Mr P. Murray      DATE:  
TWU OFFICIAL

## ATTACHMENT 1

**Document to be completed by all new employees as well as for all new contracts of employment and placed on personnel files**

### **Equal Employment Opportunity and Anti Discrimination Policy**

This document provides an overview of the EEO and Anti Discrimination Policy and defines the key components of the policy.

The company is committed to achieving Equal Employment Opportunity for all employees and providing a work environment that is free from discrimination, bullying and harassment.

Employees have the right to be treated fairly and respectfully at all times. Employees must behave in a professional manner and treat each other with respect at all times. This includes dealings with other employees, customers, contractors, suppliers and the general public.

**Discrimination and harassment will not be tolerated in the workplace. It is against company policy and the law.**

**Discrimination** is being treated less favourably from another person due to personal characteristics which include race, colour, gender, religion, national extraction, age, marital status, physical or mental disability, pregnancy or sexual preference. This treatment may result in a person being disadvantaged in any area of employment, including recruitment, training, performance management, remuneration, promotion, termination and retrenchment.

**Harassment** is any action involving race, colour, gender, religion, age, marital status, physical or mental disability, pregnancy, personal characteristics, or sexual preference that is intimidating, offensive and unwelcome. It can be verbal (including bullying), physical, written or by innuendo.

Harassment may include:

- sexual or racist jokes
- repeated comments or teasing about a person's appearance or private life
- persistent requests for dates, drinks etc which have repeatedly been refused
- obscene letters, telephone calls, E-mail, notes or facsimiles
- use of derogatory names
- offensive gestures
- requests for sex
- pinching, fondling, unnecessary familiarity such as deliberately brushing against a person
- displays of offensive material, posters, graffiti
- unwanted touching of any part of another person that could be construed by that person as having sexual connotations
- sexually explicit conversations.

**Bullying** is repeated unreasonable behaviour directed towards an employee, or group of employees, that creates a risk to health and safety.

### **General offensive, intimidating, demeaning or harmful conduct.**

The Company will not tolerate any other form of action towards another person which has the effect of offending, intimidating, demeaning or being harmful including practical jokes, initiations or special ceremonies.

**If you feel you are being discriminated against, harassed or bullied it is important to deal with the issue as soon as possible.**

You can:

- Speak directly with the person and ask them to stop
- Speak with your Supervisor/Manager or in the case of “bullying”, your No Bullying Representative.
- Talk to a Contact Officer. National HR Manager or OH&S Officer.
- If the complaint concerns a Senior Manager then you may contact the National HR Manager on (02) 8344 6850 or General Manager Operations (02) 8344 6855.
- Make a formal complaint in writing to your Manager or a higher level Manager.

**All complaints will be treated in the strictest confidence.** Complaints should not be made with malicious intent. This means that complaints must be based on genuine concerns.

Please complete the section below and return it to your manager. If you require any further information or explanation regarding this policy, please arrange to meet with your manager.

Removing discrimination, harassment, bullying and inappropriate conduct from the workplace is a high priority for the company. It is important that all employees read and understand the EEO and Anti Discrimination policy.

**Please complete and return this page to your Supervisor/Manager as soon as possible.**

I have read and understood the BRINK'S Equal Employment Opportunity and Anti Discrimination Policy and agree to abide by its terms.

Name:.....

Department:.....

Signature:.....

Date:.....