

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/144

**TITLE: Chubb Security Services Limited Armoured Vehicle and Other Operations (New South Wales) Enterprise Agreement 2001-2003**

**I.R.C. NO:** 2002/1108

**DATE APPROVED/COMMENCEMENT:** 22 March 2002/ 1 October 2001

**TERM:** 31 December 2003

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 26 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 27

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees engaged pursuant to the Transport Industry - Armoured Cars, &c. (State) Award and/or the Cash Transportation (Non- Armoured Vehicles) Interim Award performing work at: 702 Mowbray Road, Lane Cove; 14 Long Street, Smithfield; 110 Gipps Street, Wollongong; 17 Ayrshire Crescent, Sandgate; and other sites from time to time

**PARTIES:** Chubb Security Services Limited -&- the Transport Workers' Union of Australia, New South Wales Branch

**Chubb Security Services Limited**  
**Armoured Vehicle & Other Operations**  
**(New South Wales)**  
**Enterprise Agreement**  
**2001 – 2003**

Registered  
Enterprise Agreement  
Industrial Registrar

**1. TITLE**

This agreement shall be referred to as the *Chubb Security Services Limited Armoured Vehicle and Other Operations (New South Wales) Enterprise Agreement 2001 - 2003 ("Agreement")*.

**2. ARRANGEMENT**

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**3. PARTIES TO AGREEMENT AND EMPLOYEES COVERED**

- (a) This Agreement is binding on the Transport Workers Union of Australia, New South Wales Branch ("Union") and Chubb Security Services Limited ("Chubb")
- (b) This Agreement covers employees of Chubb employed in New South at the locations set out below and whose employment is regulated by the *Transport Industry - Armoured Cars, &c. (State) Award* as varied and/or the *Cash Transportation (Non-Armoured Vehicles) Interim Award*, as varied, and who are performing work covered by this Agreement: at
  - (i) 702 Mowbray Road, Lane Cove;
  - (ii) 14 Long Street, Smithfield;
  - (iii) 110 Gipps Street, Wollongong;
  - (iv) 17 Ayrshire Crescent, Sandgate; and
  - (v) Such other sites in New South Wales which may become operational from time to time and where work is performed within the terms of this Agreement

**4. DURATION**

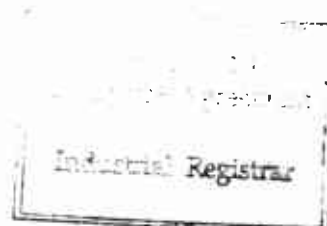
The nominal period of operation of this Agreement shall be 26 months and the Agreement shall operate on and from 1 October 2001 and expire on 31 December 2003.

The parties commit to entering into negotiations six (6) months prior to the expiration of this Agreement in order to facilitate a new agreement to take effect on and from 1 January 2004.

**5. OBJECTS**

The objects of this Agreement are to provide a sound foundation for:

- Contract retention, future business development and strong growth by Chubb.
- Job security for employees.
- A safe and successful introduction of flexible crewing arrangements.
- A good return on investment for Chubb.
- Good wages and other benefits for employees.
- Ongoing effective training and development of employees.
- A safe and efficient work environment.
- The removal of restrictive work practices.



**6. RELATIONSHIP TO OTHER AWARDS**

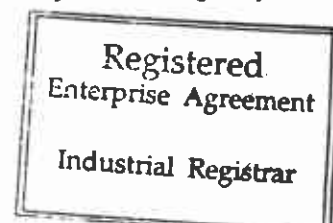
- (a) This Agreement deals with matters including, but not limited to, the following:
- Consultation and risk assessment review processes relating to armoured vehicle operations;
  - Processes by which minimum requirements in relation to armoured vehicle crewing levels are determined, and such minimum crewing levels will apply in lieu of any award prescription;
  - Safety mechanisms and procedures relating to armoured vehicle operations (excluding technology).

This Agreement shall be read and interpreted in conjunction with the *Transport Industry - Armoured Cars & c. (State) Award*, provided that, in relation to the matters specified above, this Agreement prevails over any provisions in the *Transport Industry - Armoured Cars & c. (State) Award*, or any award rescinding or replacing that award, dealing with the same subject matter.

- (b) Nothing in this Agreement deals with any matter that is dealt with by the *Cash Transportation (Non-Armoured Vehicles) Interim Award*.
- (c) Discussions aimed at altering the terms of this Agreement by way of a new or additional agreement must occur where any provision of this Agreement is inconsistent with any WorkCover guidelines or code of practice. The aim of such discussion will be to ensure that this Agreement is altered to the extent necessary to provide consistency with such guidelines or code of practice but not necessarily to the extent of incorporating such guidelines or code of practice.

**7. EMPLOYEES' DUTIES**

- (a) Every employee must at all times:
- perform his/her duties with due care and diligence;
  - comply with the lawful instructions of management;
  - not engage in inappropriate behaviour; and
  - comply with policies, procedures and rules in operation from time to time.
- (b) In respect of policies, procedures and rules, subject to the law these may deal with inter alia such matters as safe work practices; personal grooming and appearance; clothing and footwear; attendance at training programs; behaviour and performance standards; consumption of alcohol; unauthorised absences; provision of full and accurate information; and, specific work practices. If at any stage an employee is in doubt about current requirements, then he/she must seek clarification from his/her supervisor without delay.
- (c) All grievances and disputes about industrial matters must be handled strictly in accordance with the steps set out in clause 19.
- (d) All Union or employee initiated meetings during working time for Union business must be at an agreed time for a short duration and without disruption to the operations of the business. Payment for attending a Union meeting during work time will be at the sole discretion of management. Notwithstanding, one paid yard meeting may be held



for a maximum period of 1 (one) hour on a quarterly basis per calendar year.

**8. SAFETY & TRAINING**

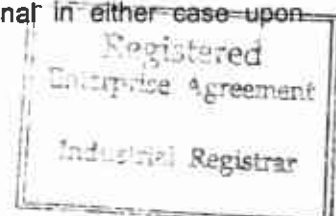
- (a) The parties to this Agreement affirm their commitment to maintaining and achieving the highest possible standard in occupational health and safety through the process of continuous improvement in safe systems of work, operating procedures, work environment and equipment.
- (b) Chubb maintains a high commitment to training of its personnel.
- (c) Chubb reaffirms its policy of providing necessary training for all employees to meet operational requirements. All Chubb required and approved training is to be provided at no cost to employees, with employees being paid the base rate for each hour's participation. Where practicable, and provided there is no undue disruption to normal operations, training will be conducted in the period Monday to Friday.
- (d) Training will so far as practicable be provided during ordinary hours, however, voluntary Saturday training will be introduced for employees. Payment for training on Saturdays is limited to time and a half at the ordinary rate of pay.
- (e) All new employees whose employment is covered by this Agreement will be employed in Grade 1 at least and receive the necessary training to assist in progression to a higher grade. Chubb commits to provide, and employees commit to participate in, training to reach higher grades. It is agreed that training in ATM and TVM servicing will occur in all yards.
- (f) The Company shall promote through its training programs professional excellence, health and safety, improved understanding of the Agreement and general industrial rights and obligations, for the mutual benefit of Chubb and its employees.
- (g) No employee shall perform flexible crewing work covered by this Agreement unless he or she has been trained and assessed as competent by reference to established industry competency standards. On-the-job training may be conducted by designated persons who have, as a minimum, completed the 'train the trainer' or 'training small groups' module of the VETAB Workplace Assessor Course or equivalent. A VETAB accredited trainer must complete assessments as to an employee's competence to perform cash-in-transit work, including his or her competence in the use of all safety equipment, prior to the employee concerned commencing work within the terms of this Agreement.

**9. RATES OF PAY AND WAGE INCREASES**

The rates of pay applicable under this Agreement are contained at Appendix 1.

The following wage increases apply:

- (i) A **3 per cent** wage increase to the ordinary weekly rate of pay to commence from the first full pay period on or after the date of the approval of the enterprise agreement by a valid majority of employees at each branch.
- (ii) A further **2 per cent** wage increase to the ordinary weekly rate of pay to commence from the first full pay period on or after the four (4) month anniversary of the payment identified at sub-clause (i) above or such earlier date where the minimum level of Flexible Crewing is achieved. This payment is conditional ~~in either case upon~~



achieving the minimum levels of Flexible Crewing set out at Part C at Appendix 2.

- (iii) A further 3 per cent wage increase to the ordinary weekly rate of pay to commence from the first full pay period on or after the twelve (12) month anniversary of the payment identified at sub-clause (i) above.
- (iv) In addition, a 'Flexible Crewing Allowance' of \$20.00 per day will apply for Armoured Vehicle Operators (AVOs) and Escorts actually performing work on or in connection with 2 person armoured vehicles. This \$20.00 Flexible Crewing Allowance will only further apply to Coin Vehicle Operators and Turret Hands from the first full pay period to commence on or after the 12 month anniversary of the payment at sub-clause (ii) above where due but no sooner than 1 February 2003. This Flexible Crewing Allowance will not form part of the ordinary hourly rate of pay for overtime or other calculations, e.g. shift loading calculations.

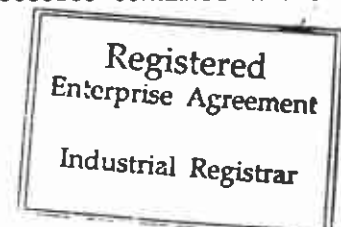
**Electronic Funds Transfer ("EFT"):** The wage increases identified above compensate employees for any and all financial institution charges which may arise following the change from the cash payment of weekly wages to the EFT method for the payment of wages and which was effective from the first full pay period to commence on or after 1 April 2001.

#### 10. ORDINARY WEEKLY RATE OF PAY

In respect of superannuation contributions, workers compensation payments, and payments due in respect of paid leave periods and public holidays, "ordinary time" pay shall be, subject to applicable legislation, calculated only on the basis of the employee's ordinary weekly rate of pay for their classification under this Agreement, plus any applicable shift loading and weekly allowances in the *Transport Industry - Armoured Cars, &c. (State) Award*, as varied, and exclude all extraneous allowances, loadings, the Flexible Crewing Allowance as defined above at sub-clause (iv) of clause 9, bonuses, incentive payments and the like.

#### 11(A) FLEXIBLE CREWING (Armoured)

- (a) In the context of this Agreement "Flexible Crewing" means:
  - Two person armoured crewing; or
  - Two person armoured crewing with escort.
- (b) The agreed arrangements for the introduction and monitoring of flexible crewing are contained at clauses 17 and 18, below, and at Appendix 2.
- (c) The aim of this Agreement is to facilitate a co-operative and consultative approach to the introduction of Flexible Crewing on a branch-by-branch basis over a reasonable period. The level of 3 person crewing of whatever nature within the business will be determined in accordance with the processes set out in this Agreement.
- (d) Satisfying the aim of this Agreement requires the successful introduction of standardised operational procedures, industry best practice, improved and safe methods of work, balanced risk assessments, advanced technology and suitably modified vehicles. Any difficulty arising is to be dealt with expeditiously under the settlement of disputes procedure.
- (e) This Agreement does not place restrictions upon the level of flexible crewing over and above the minimum levels contained at Appendix 2 or preclude the implementation of 2 person armoured crewing on a 2 person out basis in relation to any particular category of work. Flexible crewing, subject to the processes contained in this



Agreement having been followed, may extend to work performed for or in connection with financial institutions.

- (f) Participation in Flexible Crewing is voluntary for all employees employed prior to the commencement of this Agreement and for casual employees engaged by Chubb prior to the commencement of this Agreement who transfer to weekly employment prior to 1 November 2001. This provision will prevail to the extent of any inconsistency over the terms of letters of employment issued prior to the commencement of this Agreement.
- (g) Participation in Flexible Crewing is voluntary for the first 6 months of this Agreement only. During the first six (6) months eligible employees described in sub-clause (f) above will have the option to opt out of flexible crewing arrangements. Those eligible employees who elect during this 6 month period not to participate in or to withdraw from Flexible Crewing cannot be compelled to participate in Flexible Crewing after the expiration of the 6 month period. All reasonable measures shall be taken to avoid a redundancy situation.
- (h) In exceptional circumstances and where an employee holds a genuine concern for safety or for another reason feels he or she cannot participate in 2 person crewing arrangements, Chubb will consider exempting the employee from the terms of this clause.
- (i) The employees performing flexible crewing must be properly trained and assessed in procedures and the use of safety devices. All work must be carried out in a manner consistent with the CSI assessment.

#### **11(B) NON-ARMoured VEHICLE WORK**

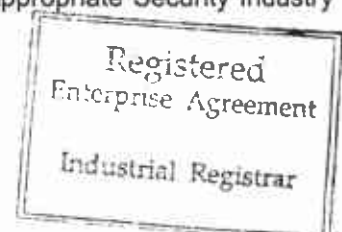
- (a) One person and two person Non-Armoured Vehicle work, on a voluntary basis, may be performed in accordance with the *Cash Transportation (Non-Armoured Vehicle) Interim Award*, as varied, or any award replacing or rescinding that award.
- (b) Employees performing Non-Armoured Vehicle work will be paid the amount(s) specified in Appendix 1, Rates of Pay.
- (c) The "Flexible Crewing Allowance", provided for in sub-clause (iv) of clause 9 of this Agreement, will not apply in relation to Non-Armoured Vehicle work, unless an employee performing such work is entitled to the allowance by virtue of having, on any given day, also performed work of the type entitling the employee to the allowance.
- (d) Where there exists employee opposition to the application or extension of Non-Armoured operations to particular work, such work cannot be moved between branches in order to avoid that opposition.

#### **12. CLASSIFICATIONS & DEFINITIONS**

The classifications applicable to employees performing work under this Agreement and the definitions applicable in relation to the work performed are contained in Appendix 3.

#### **13. SECURITY LICENSES**

Chubb agrees to reimburse an employee's expenditure on the appropriate Security Industry





licenses (Category "1A") and for firearms accreditation / license (revolver / category "H") attained after the commencement of their employment with Chubb.

Employees who leave Chubb prior to the expiry of the relevant license agree to reimburse Chubb for the outstanding license fee on a pro-rata basis.

**14. CONFIDENTIALITY & INTELLECTUAL PROPERTY**

It is agreed that an employee must not disclose, copy, publish or divulge Company operational procedures or confidential information of any kind. Such conduct will constitute a serious breach of an employee's employment obligations and may result in disciplinary action, including dismissal. Employees must refrain from making public or media comment in relation to the Company's operational procedures and confidential information. An employee upon ceasing employment must relinquish any material or Company property to Chubb, and not copy or disclose confidential Company information to any person or breach Chubb's legal rights regarding intellectual property.

**15. OTHER MATTERS**

Other matters agreed between the parties are contained in Appendix 4.

**16. COUNSELLING AND DISCIPLINE**

Where a breach of employee duties is indicated, the matter will be the subject of appropriate investigation by management, and possibly followed by counselling of the employee(s) concerned. Where requested by the employee suitable arrangements will be made for the counselling interview to be held in the presence of a TWU, legal or other representative. It is acknowledged that the interview should take place at the earliest opportunity and no party shall unreasonably delay the interview. A delay resulting from the unavailability of an employee representative will not prejudice Chubb in the final determination of disciplinary action if considered appropriate.

Where it is considered the employee may be at fault then an official warning and/or other disciplinary action may also follow. This shall be the case even if a more tolerant approach has been previously taken at particular workplaces. In the case of serious misconduct, an employee's employment may be terminated without notice or payment in lieu.

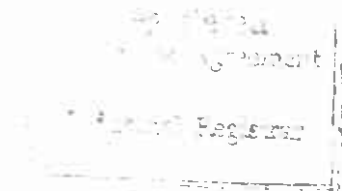
Serious misconduct includes but is not limited to:

- Dishonesty or Theft
- Falsification of Worksheets
- Misuse or Abuse of Equipment
- Intoxication
- Illicit Drug Use
- Disclosure of Confidential Information (e.g. cash limits)
- Fighting
- Physical or Verbal Abuse
- Sexual Harassment
- Actions Endangering Health or Safety
- Commission of a Crime
- Threatening, Intimidating or Inappropriate Conduct towards Other Employee(s)

In the rare case of employment being terminated by Chubb, the former employee may make an 'unfair dismissal' claim in accordance with the NSW Industrial Relations Act 1996 ("the Act"), and seek to be represented by the Union.

**17. CONSULTATIVE PROCESS**

- (a) The objective of these consultative arrangements is to ensure a co-operative approach to the introduction of 2 person armoured 'flexible crewing'. This is to occur on a branch-by-branch basis within a four (4) month period or within a reasonable



time thereafter, and an orderly approach will be adopted to monitor the introduction of all work and consider its suitability for 2 person armoured crewing. A determination by Chubb that the work concerned is suitable for 2 person crewing is subject to the satisfactory resolution of any difficulty and safety concerns in accordance with the processes set out under this Agreement. Part B at Appendix 2 will continue to operate through the life of this Agreement in addition to and in conjunction with this clause and clause 18.

- (b) A Consultative Committee shall operate and consist of a Union delegate from each Branch and from any further branches commenced in New South Wales during the duration of this Agreement and Management representatives. The Consultative Committee shall meet at least fortnightly during the first four months of this Agreement and thereafter as necessary.
- (c) Local Yard Consultative Committees will also be convened at each Branch and may assume the characteristics of the Consultative Committee and provide input into security or risk assessments under the processes set out in this Agreement. The local Yard Committee will consist of a minimum of two (2) employee elected representatives. The Local Yard Committee must have the opportunity to review all CSIs prior to the work being performed.
- (d) The Consultative Committee and the Local Yard Consultative Committees shall meet regularly (at least monthly) during the term of the Agreement to consider a broad agenda of issues for the purpose of further development of improved business performance and the implementation of the terms of the Agreement and to monitor the implementation of flexible crewing.
- (e) Matters regarding general safety or variations to operating procedures must be referred to the larger multi-site Consultative Committee, described in (b) above, for consideration.
- (f) There will remain a strong consultative focus and safety will not at any stage be compromised. Where a genuine safety concern arises in relation to a particular run, vehicle or technology, the parties will meet to attempt to expeditiously resolve any particular concerns or difficulty.

**18. RISK ASSESSMENTS - INVOLVEMENT OF THE CONSULTATIVE COMMITTEE AND EMPLOYEE AND OH&S REPRESENTATIVES**

- (a) A process for the introduction of flexible crewing over a 4 month period and which includes provision for consultation with the Consultative Committees on work allocated to flexible crewing and the involvement of a third party security expert is contained in Appendix 2.
- (b) In addition to the process identified at sub-clause (a), the Customer Site Inspections (CSIs) for those sites which have already been subject to a CSI risk assessment will be made available to the elected employee representatives.
- (c) With respect to those sites which need to be reassessed, a copy of the revised assessment will be provided to the elected employee representatives. They will then discuss the Assessment, where a concern arises, with the person who did the assessment.
- (d) If there is disagreement about the risk assessment, then it will be dealt with in accordance with the settlement of disputes process and the process outlined at Appendix 2.

- (e) With new work, the same procedures apply. If the matter remains in dispute, then it must be resolved quickly and efficiently using the settlement of disputes procedure.

## 19. SETTLEMENT OF DISPUTES

Subject to the provisions of the Act, any dispute shall be dealt with in the following manner:

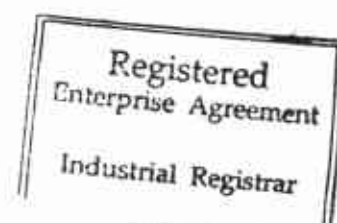
- (a) The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
- (b) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the workplace manager.
- (c) The parties to the dispute will make every endeavour to resolve the dispute via the steps at sub-clause (a) and (b) within 48 hours of the dispute arising.
- (d) Should the dispute still remain unresolved the Secretary of the Union or a representative shall confer with senior management.
- (e) In the event of no agreement being reached at this stage, the dispute shall be referred to the Commission for resolution, subject to the parties' legal rights of appeal and in general. Notwithstanding the timelines set out in this clause a dispute may be referred to the Commission at any time.

All work shall continue without disruption while these discussions are taking place. Where a dispute arises, the circumstances existing immediately prior to the dispute arising will remain save for where the dispute relates to a security or risk assessment. Disputes relating to security or risk assessments are dealt with elsewhere in this Agreement and provide that alternative servicing arrangements may be agreed pending the resolution of the dispute.

The 'status quo' arrangement under this clause must not be utilised to unreasonably frustrate or jeopardise the commercial obligations, decisions or rights of Chubb. Similarly, Chubb must not pursue the implementation of a change where a dispute has been initiated and which would have the effect if implemented to disadvantage the Union or employees in circumstances where a more moderate interim or alternative approach may be adopted to protect Chubb's commercial position and without jeopardising the industrial rights of employees.

## 20. CHAIN OF RESPONSIBILITY

- (a) Chubb may, under certain circumstances set out below, give out work covered by this Agreement to:
  - i. Another employer, whose employees will carry out all of the work so given;
  - ii. Another employer, whose employees will not carry out any or all of the work so given;
  - iii. Another entity that does not engage employees which will not carry out any or all of the work so given;
  - iv. Another person or other persons, who alone will personally carry out all of the work so given;
  - v. Another person or other persons, who will not personally carry out any or all



of the work so given.

- (b) Chubb must not give out work covered by this Agreement to that other employer, entity or person(s) (as provided in sub-clauses (i) to (v)) unless Chubb makes a record in writing of the following details:
- i. The name of the other employer (or the other entity or person(s)) to whom the work is given and the Australian Business Number and/or Australian Company Number of the other employer (or the other entity or person(s)) to whom the work is given.
  - ii. The address of the other employer (or the other entity or person(s)) to whom the work is given.
  - iii. The date of giving out the work and the date for completion or cessation of the contract or arrangement under which the work is performed if known.
  - iv. A description of the nature of the work to be performed, in particular and where practicable the destination from which the cash and valuables are to be transported and the destination to which the cash and valuables are to be transported and the value of the cash and valuables to be transported.

Where Chubb gives out work to more than one employer, entity or person(s), Chubb must keep an up to date consolidated list of those employers, entities or persons.

- (c) Where the work is given out to an employer whose employees will not carry out any or all of the work (as provided in sub-clause (a) ii) a copy of any record kept in accordance with clause (b) shall be given to each person who performs part or all of the work given out, unless the person who performs part or all of the work given out is an employee of the employer or person who has been given the work as provided in sub-clause (a) ii.
- (d) Where the work is given out to another person or other persons who alone will personally carry out the work (as provided in sub-clause (a) iv) a copy of any record kept in accordance with clause (b) shall be given to that person or those persons doing the work.
- (e) Where the work is given out to another entity or person(s) who will not carry out any or all of the work (as provided in paragraphs iii and v of sub-clause (a)) a copy of any record kept in accordance with sub-clause (b) shall be given to each person who performs part or all of the work given out.
- (f) Where work has been given out to another employer, entity or person(s) (as provided in sub-clause (a)) any record kept in accordance with clause (b), including the consolidated list, shall be available for inspection by a person duly authorised as if it was a record permitted to be inspected under Part 7 of Chapter 5 of the Act.
- (g) If Chubb contracts with another person(s) who alone will personally carry out all of the work so given (as provided in sub-clause (a) iv) Chubb shall contract to provide and shall provide conditions that are the same as those prescribed by this Agreement and rates of pay no less favourable than those prescribed by this Agreement.
- (h) Chubb must not enter into a contract or arrangement with another employer, entity or person(s) (hereinafter called "the second person") as provided in paragraphs ii, iii or v of sub-clause (a) unless:



- i. the contract or arrangement contains a term which provides that any work performed by a person other than the second person is carried out pursuant to a written agreement between the second person and the person who will actually perform the work; and
- ii. the written agreement specifies each of the matters set out in sub-clause (b); and
- iii. the written agreement provides for conditions that are the same as those in the *Transport Industry - Armoured Cars & c. (State) Award*, as varied, or the *Cash Transportation (Non-Armoured Vehicles) Interim Award*, as varied, (whichever is applicable), or any award or awards replacing or rescinding those awards, and for rates of pay no less favourable than those prescribed by the *Transport Industry - Armoured Cars & c. (State) Award*, as varied, or any award replacing or rescinding that award or the *Transport Industry (State) Award*, as varied, or any award replacing or rescinding that award, (whichever is applicable to the work to be performed).

For the purposes of this sub-clause a "contract or arrangement" means a contract or arrangement for the performance of work as provided in sub-clause (a).

- (i) This clause shall not have the effect of increasing, beyond existing legal obligations, the scope of Chubb's liability for an award breach, or a breach of the terms of this Agreement, by an employer, entity or person(s) to whom Chubb gives out work.

## 21. ANTI-DISCRIMINATION

It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

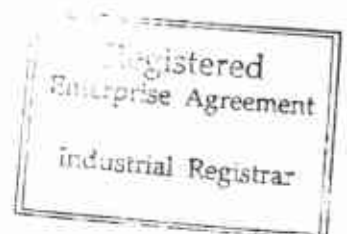
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977; or
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the

parties by legislation referred to in this clause.

**22. FULL AND FINAL SETTLEMENT**

This Agreement is in full and final settlement of all Union or employee claims relating to employee rights and entitlements and will have no precedent value. Accordingly, the Union or employees shall not pursue any extra claims concerning any matter explicitly or implicitly dealt with in this Agreement. Any State Wage Case or equivalent increases to award wages and allowances that may be awarded by the Commission during the duration of this Agreement will be absorbed into and offset against the wage rates contained in this Agreement.



**SIGNATORIES**

**SIGNED IN AGREEMENT FOR AND ON BEHALF OF THE TRANSPORT WORKERS UNION OF AUSTRALIA (NEW SOUTH WALES BRANCH)**



TONY SHELDON  
STATE SECRETARY

DATED: 8.11.01



NAME: Rosekaine Pace  
(WITNESS)

**SIGNED IN AGREEMENT FOR AND ON BEHALF OF CHUBB SECURITY SERVICES LIMITED**

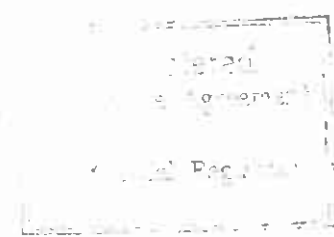


MAURICE CARR  
GENERAL MANAGER

DATED: 2/11/01



NAME: BRAD WELSH  
(WITNESS)



## Appendix 1

### RATES OF PAY

The following ordinary weekly rates of pay will apply from the first full pay period commencing on or after the dates indicated, subject to the terms of this Agreement.

Classification	Previous Ordinary Weekly Rate of Pay (\$)	Ordinary Weekly Rate of Pay (\$) 1 Oct 2001	Ordinary Weekly Rate of Pay (\$) 1 Feb 2002*	Ordinary Weekly Rate of Pay (\$) 1 Oct 2002+
Trainee	605.90	624.10	636.60	655.70
AVO (Armoured/Non-Armoured)	673.20	693.40	707.30	728.50
Operations Support	706.80	728.00	749.90	772.40

\* Indicative dates only

+ In the event that the pay increase contemplated by sub-clause (ii) of clause 9 is not achieved at a particular branch on or before 1 October 2002, the 1 October 2002 percentage increase for that branch will apply on top of the 1 October 2001 increase only. Such an occurrence would not preclude the branch in question from gaining the increase contemplated by sub-clause (ii) of clause 9 if and when the relevant target is achieved.

The ordinary hourly rates of pay (1/38th of the ordinary weekly rate of pay) apply for the first ten (10) hours worked of each day, Monday to Friday.

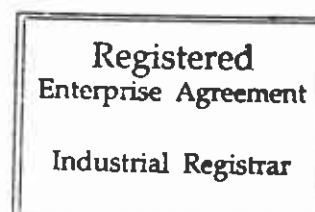
The rates of pay contained in this Appendix are inclusive of the following:

- Two key safe allowance;
- Lunch on road allowance;
- RBA allowance;
- AM/PM crib payment; and
- Annual leave loading.

Any shift allowances payable will be calculated on the ordinary hourly rate of pay set out in this Appendix.

The following payments shall remain as per the Armoured Cars Award:

- Shift Allowance; and
- Union Picnic Day.





The following casual hourly rates of pay (ordinary hourly rate of pay for the employee's classification plus 15%) shall apply from the first full pay period commencing on or after the dates indicated, subject to the terms of this Agreement.

Classification	Casual Rate of Pay (\$) 1 Oct 2001	Casual Rate of Pay (\$) 1 Feb 2002*	Casual Rate of Pay (\$) 1 Oct 2002+
Trainee	18.85	19.25	19.85
AVO (Armoured/Non-Armoured)	21.00	21.40	22.00
Operations Support	22.00	22.70	23.35

\* Indicative dates only

+ In the event that the pay increase contemplated by sub-clause (ii) of clause 9 is not achieved at a particular branch on or before 1 October 2002, the 1 October 2002 increase for that branch will apply on top of the 1 October 2001 increase only. Such an occurrence would not preclude the branch in question from gaining the increase contemplated by sub-clause (ii) of clause 9 if and when the relevant target is achieved.

The base hourly rates for the calculations of casual hourly rates, overtime and any allowances and other payments are as follows, subject to the terms of this Agreement:

Classification	Previous Ordinary Hourly Rate of Pay (\$)	Ordinary Hourly Rate of Pay (\$) 1 Oct 2001	Ordinary Hourly Rate of Pay (\$) 1 Feb 2002*	Ordinary Hourly Rate of Pay (\$) 1 Oct 2002+
Trainee	15.95	16.40	16.75	17.25
AVO (Armoured/Non-Armoured)	17.72	18.25	18.60	19.15
Operations Support	18.60	19.15	19.75	20.30

\* Indicative dates only

+ In the event that the pay increase contemplated by sub-clause (ii) of clause 9 is not achieved at a particular branch on or before 1 October 2002, the 1 October 2002 increase for that branch will apply on top of the 1 October 2001 increase only. Such an occurrence would not preclude the branch in question from gaining the increase contemplated by sub-clause (ii) of clause 9 if and when the relevant target is achieved.

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

The rates of pay and other payments referred to in Appendix 4 where expressed as a flat amount will be adjusted in line with the percentage increases contained in this Agreement and at the operative dates indicated and payable under this Agreement. The flat amounts in this Agreement have been adjusted to provide and incorporate the first wage increase of 3 per cent payable under this Agreement. This adjustment will not apply to the Flexible Crewing Allowance referred to in Appendix 3, ie. \$20.00 per day.

## Appendix 2

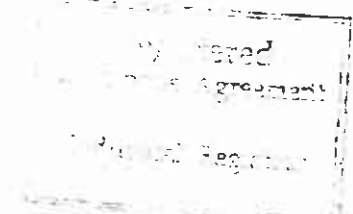
### FLEXIBLE CREWING (ARMOURED) IMPLEMENTATION ARRANGEMENTS

#### A. General

1. Standard Operating Procedures, including cash carry limits and multiple carries, will apply unless otherwise determined in accordance with the processes set out under this Agreement.
2. Where CSI dictates the use of a 3<sup>rd</sup> Person who is not required to operate as a rear guard, an extra crew member will be provided external to the vehicle. This provision is subject to consultation via the Consultative Committee as to how such an arrangement is intended to operate.
3. Operational related issues, particularly any difficulty regarding a site, run or procedure will be dealt with expeditiously under this Agreement. Customer Site Inspections ('CSI') may be reviewed in relation to a particular site as required. Equipment and technology must work in order for these items to be put into operation.
4. The implementation of flexible crewing, subject to satisfying the provisions of this Agreement will take place over a four (4) month period commencing on and from the date of the approval of this Agreement by a valid majority of employees.

#### B. Flexible Crewing (Armoured) - 4 Month Risk Assessment Review and Consultation Process

1. An agreed independent advisor may be involved where practicable in the review process of CSIs and runs either upon the request of any party at any stage of the settlement of disputes procedure or upon request where discussions are taking place between senior Union officials and senior management representatives in accordance with the settlement of disputes procedure. An incremental approach on implementation will be taken. WorkCover may be invited to participate in this process and will be notified of any dispute proceedings in relation to this subject and may make submissions to the Commission, subject to its legal ability under its governing legislation or other duties to do so.
2. The review of the CSI will, amongst other things, consider whether cash carry limits or the number of carries proposed should be altered and whether the work is best performed on a 3 person armoured, 2 person (involving an escort or third person) or 2 person basis. It is agreed that work will be allocated on a geographical basis to appropriate branches and in consideration of operational requirements. Where employees oppose the extension of 2 person armoured crewing to particular work, such work cannot be moved between branches in order to avoid the employee's opposition. The settlement of disputes procedure will apply.
3. Where no difficulty arises which will in itself inhibit the implementation of 2 person crewing those sites not subject to challenge will be placed on 2 person runs. Any identified difficulty will be dealt with promptly in accordance with the settlement of disputes procedure and with possible interim alternative servicing arrangements agreed.
4. CSIs must be completed prior to the commencement of any job.
5. As new work is proposed to commence such work will be subject to the processes identified herein throughout the life of this Agreement and a CSI completed in relation to each site.



6. Where difficulties or issues are identified, employee representatives will be given reasonable time relevant to the number or weight of issues under consideration to discuss the difficulties and issues with management or with relevant third parties without the loss of ordinary pay. Employees involved should ensure meetings are kept to a reasonable time.
7. During the four (4) month review period there will be fortnightly joint meetings held between the Union delegates and management representatives. During this time work will not be transferred between branches where the intention or effect is to avoid the processes set out under this Agreement.

**C. MINIMUM LEVELS OF FLEXIBLE CREWING**

At the conclusion of the 4 month implementation and review period (or before where the levels noted below are achieved prior to the expiration of the 4 month implementation period) the wage increases identified at sub-clause (ii) of clause 9 will be paid in accordance with the terms of this Agreement and subject to the flexible crewing minimum levels identified below being attained.

- |                     |                             |
|---------------------|-----------------------------|
| ▪ Lane Cove Branch  | Minimum 70 per cent of jobs |
| ▪ Smithfield Branch | Minimum 70 per cent of jobs |
| ▪ Newcastle Branch  | Minimum 70 per cent of jobs |
| ▪ Wollongong Branch | Minimum 70 per cent of jobs |

Further discussions will take place within a reasonable period of time with a view towards attaining the highest level of implementation of flexible crewing permitted via the processes under this Agreement. It is acknowledged that there may be evident for safety or operational reasons a requirement to operate 3 or 4 person crews.

## Appendix 3

### CLASSIFICATIONS & DEFINITIONS

#### GRADE 1 – Trainee

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
- Yard Person

A Yard Person will be employed on a Grade 1 level AND solely in that capacity. When a Yard Person is absent due to leave, etc, they will be replaced by volunteers and/or fair rostering of other employees. Temporary replacements will be paid at the rate appropriate to their existing grade (i.e. a Grade 3 employee performing Yard Person duties will receive a Grade 3 rate of pay).

A Yard Person shall mean an employee engaged in branches whose duties shall include if required, washing, greasing, fuelling, servicing of tyres, movement or transfer of vehicles, or other non-skilled trades work as reasonably directed.

#### GRADE 2 – Armoured Vehicle Operator (AVO Proficient Standard)

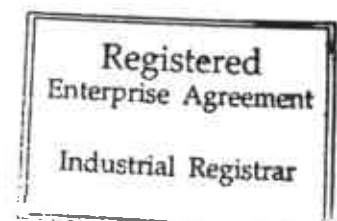
100% Pay Rate

#### Prerequisites

- Successful completion of competency based training As per grade 1
- Obtained "MR" License
- Obtained "Category H" License

#### Duties

- AVO (including 4, 3 or 2 person operation)
- Driving
- Vehicle Escort
- 4<sup>th</sup> Person Escort (Field Support Officer) as directed
- Collection and delivery of cash and valuables
- Servicing ATMs
- Guarding and escort work
- Rear guard (where applicable) – Associated clerical work
- Where required assist with operations support – pistol issue, buttons, AM/PM control, etc.
- Courier
- Duties of Grade 1



- Other duties as lawfully requested

### **GRADE 2 - Armed Vehicle Operator – Non-Armoured 'Soft Skin'**

100% Pay Rate

#### **Prerequisites**

- Successful completion of competency based training As per grade 1
- Obtained "MR" License
- Obtained "Category H" License

#### **Duties**

- Non-Armoured Vehicle Operation and related duties
- AVO duties (including 4, 3 or 2 person operation from time to time)
- Driving
- Vehicle Escort
- 4<sup>th</sup> Person Escort (Field Support Officer) as directed
- Collection and delivery of cash and valuables
- Servicing ATM
  
- Guarding and escort work
- Rear guard (where applicable) – Associated clerical work
- Where required assist with operations support – pistol issue, buttons, AM/PM control, etc.
- Courier
- Duties of Grade 1
- Other duties as lawfully requested

### **GRADE 3 – Operations Support**

105% Pay Rate

#### **Prerequisites**

- As per Grade 2
- Must have successfully completed all relevant competency training
- Others nominated by Chubb as required.

#### **Duties**

Operational support

AVO duties and Grade 2 duties as required



## Appendix 4

### OTHER MATTERS

#### 1. CONTRACT OF EMPLOYMENT

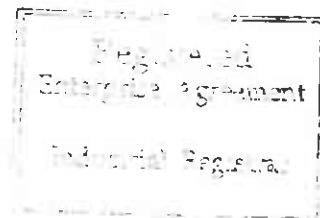
- (a) Chubb employees must at all times treat the customer, the customer's customers, members of the public, and Chubb personnel with the utmost respect and courtesy.
- (b) New weekly employees shall be employed on a minimum of three months' probation, during which time employment may be terminated on one week's notice or pay in lieu thereof.

#### 2. HOURS OF WORK

- (a) Weekly employees will work an average of thirty-eight ordinary hours per week consisting of eight (8) hours per day, Monday to Friday.
- (b) The ordinary hourly rate of pay will apply for the first ten (10) hours worked on each day, Monday to Friday.
- (c) The spread of ordinary hours shall be 5.00 am to 7.00 pm, Monday to Friday. The spread of ordinary hours may be varied by an agreement in writing between the Union and Chubb.
- (d) Starting times may be varied from day to day provided that the latest start on any one day shall be 9.15 am, unless such an arrangement is agreed between the Union delegate and the Branch Manager. Changes to rostered start times will not be made without consulting the affected employee.
- (e) Shifts worked outside of the present hours of operations (e.g. in relation to night processing) will be implemented in accordance with the Award and in consultation with affected employees.
- (f) The minimum break between shifts shall be eight (8) hours.
- (g) Ordinary hours worked will be exclusive of a 30 minute unpaid lunch break. Payment for this 30 minute break has been incorporated into the hourly rate under the terms of the previous enterprise agreement and which arrangement has been carried over into this Agreement.

#### 3. ADDITIONAL RATE OF PAY ON WEEKDAYS

- (a) The first two (2) hours worked in excess of a normal eight (8) hour shift, Monday to Friday will be paid at the ordinary hourly rate of pay at the applicable grade for the employee concerned as set out in Appendices 1 and 2 and at sub-clause 2(a) of this Appendix.
- (b) For all work after the first ten (10) hours Monday to Friday the hourly rate will be \$23.15 per hour and applicable to all employees. On and from 1 October 2002 this flat payment will be substituted with payment at time and a half (i.e. 1.5 X the ordinary hourly rate) for each additional hour worked beyond ten hours.
- (c) All employees may be rostered for and where required will in ordinary circumstances



work reasonable overtime.

**4. WEEKEND WORK**

- (a) For all hours worked by an employee including casual employees on a weekend a four (4) hour minimum engagement shall apply. This clause will prevail over clause 12(a) of this Appendix to the extent of any inconsistency.
- (b) For the first ten (10) hours worked by an employee including casual employees on a Saturday the rate will be \$23.15 per hour and \$27.50 per hour thereafter. On and from 1 October 2002 these flat payments will be substituted with payment at time and a half worked (i.e. 1.5 X the ordinary hourly rate) for the first ten hours worked and double time for each hour worked (i.e. 2 X the ordinary hourly rate) thereafter beyond ten hours.
- (c) For all time worked by an employee including a casual employee on a Sunday the hourly rate will be \$27.50 per hour. On and from 1 October 2002 this flat payment will be substituted with payment at double time (i.e. 2 X the ordinary hourly rate) for each hour worked.
- (d) The weekend work payments and public holiday payments set out in this Appendix are in substitution for any other casual, weekend or overtime allowances, rates, loadings or penalties, unless expressly provided.

**5. WEEKLY OVERTIME LIMIT**

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

**6. WEEKEND OVERTIME ALLOCATION**

Weekend overtime will be allocated in the following priority order:

- i. Branch full-time employees;
- ii. Full-time employees from other branches;
- iii. Branch part-time employees;
- iv. Part-time employees from other branches;
- v. Branch casual employees; and
- vi. Casual employees from other branches.

**7. AVAILABILITY TO WORK OVERTIME & GENERAL OVERTIME REQUIREMENTS**

- (a) Where practicable, reasonable efforts will be made for overtime to be shared by weekly employees and subject to weekly employees' availability to work overtime.
- (b) Employees are expected to work reasonable overtime. It is agreed and understood that the nature of daily runs and cash-in-transit operations where customer requirements may change on short notice may require employees to work overtime on any particular day i.e. job start, job finish. Wherever possible an employee will be advised of the requirement to work overtime at least the day prior to the commencement of his/her shift. It is understood that employees may be required to work overtime on each day and will generally make themselves available.

- (c) Any difficulty in relation to an excessive overtime requirement of employees, the unreasonable allocation of 'specials', where a daily run is alleged to be overly compressed or non-manageable or in relation to overtime more generally, the consultative process described herein will apply in an attempt to resolve the difficulty.
- (d) It is not the intention of the Company to structure runs to be in excess of 8.5 hours. It is understood that in unforeseen circumstances and from time to time daily runs may exceed 8.5 hours (e.g. late allocation of 'specials'). Management will endeavour wherever practicable to allocate 'specials' to vehicles for delivery as early as possible.
- (e) In rare cases and in exceptional circumstances an employee may be excused from working reasonable overtime for a specific period.

#### **8. PUBLIC HOLIDAYS**

- (a) For all time worked on a public holiday a four (4) hour minimum engagement shall apply.
- (b) A weekly employee who would have been rostered for work on a public holiday shall be paid the ordinary time for the day. In addition, a weekly employee working on a public holiday for which the employee has been rostered shall be paid a flat rate of \$27.50 for all time worked. On and from 1 October 2002 this additional payment will be substituted with payment at double time worked (i.e. 2 X the ordinary hourly rate) for each hour.
- (c) An employee working on Christmas Day or Good Friday shall be paid double their ordinary hourly rate of pay specified at Appendix 1.
- (d) A part-time employee not rostered to work on a public holiday and who does not work shall not have an entitlement to any payment.

#### **9. PUBLIC HOLIDAYS - PART-TIME EMPLOYEES (NEWCASTLE BRANCH)**

For part-time employees employed at the Newcastle Branch located at Sandgate, a part-time employee will be entitled to receive payment for a public holiday which does not fall on his or her ordinary rostered day on the following basis:

- (a) If the employee has worked an average of five (5) ordinary days per week within the preceding three (3) months, then the employee will be entitled to the public holiday irrespective of which day of the week it falls, Monday to Friday.
- (b) If the employee has worked an average of four (4) ordinary days per week within the preceding three (3) months, then the employee will be entitled to the public holiday where the public holiday falls on a Monday, Tuesday, Thursday or Friday.
- (c) If the employee has worked an average of three (3) ordinary days per week within the preceding three (3) months, then the employee will be entitled to the public holiday where the public holiday falls on a Monday, Thursday or Friday.
- (d) For the purposes of this clause the average number of ordinary days per week will be rounded to the nearest whole number (day).

#### **10. TVM CALL-OUTS**

- (a) Where an employee covered by this Agreement performs a TVM call out a flat payment per call-out will apply of \$51.50 for the first 1.5 hours of work (irrespective and inclusive of any other payment relating to the number of machines serviced during this time).



- (b) All time worked in excess of the first 1.5 hours will be paid at the appropriate rate of pay specified at Appendices 1 and 4.
- (c) Stand-by provisions will be as per the Armoured Cars Award, provided that the stand-by payment will not be forfeited in the event of a call out.

**11. CALL-OUTS – NEWCASTLE BRANCH**

Newcastle based employees will provide after hours guarding services on a call-out basis to NSC Technicians where required and will be paid where on weekly standby a flat payment of \$100.00 per week or part thereof (pro-rata). The rate of pay for each call-out out will be \$40.00.

**12. RECALLS OTHER**

- (a) A minimum engagement of four (4) hours shall apply for other recalls and paid at the rate of \$27.50 per hour.
- (b) Stand-by provisions will be as per the *Armoured Cars Award*.
- (c) Employees engaged on recall work will not be subject to a minimum break of 8 hours prior to their next rostered start time.

**13. PART-TIME WORK**

Part-time employees employed by Chubb prior to 1 June 2001 shall be guaranteed for the nominal life of this Agreement a minimum of twenty-four (24) hours ordinary hours per week consisting of at least three (3) eight (8) hour shifts.

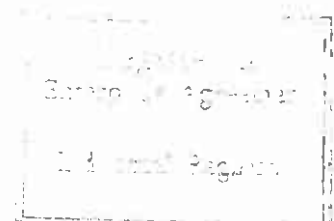
**14. CASUAL WORK**

- (a) Casual employees shall entitled to a minimum payment of four (4) hours for-each engagement, save for those casual employees engaged prior to the commencement of this Agreement who where working on a casual basis shall be entitled to a minimum payment of eight (8) hours for each engagement for the nominal life of this Agreement. There will be no discrimination between these categories of casuals where the purpose or effect is to avoid the engagement of casual employees entitled to eight (8) hours minimum pay per start.
- (b) The casual hourly rate Monday to Friday shall be as specified in Appendix 1 and is applicable for the first ten (10) hours.
- (c) The casual hourly rate for work in excess of the first ten (10) hours shall be as prescribed at clause 3(b) of this Appendix. This rate of pay applies in substitution of the casual and other loadings or hourly allowances.
- (d) A casual employee working on a Saturday, Sunday or Public Holiday shall be paid in accordance with clauses 3 and 4 of this Appendix in lieu of all other loadings or allowances.

**15. SICK LEAVE & RDO BUY OUT OPTION**

This provision will not apply to employees engaged by Chubb on or after the date of the commencement of this Agreement.

- (a) **Sick Leave**



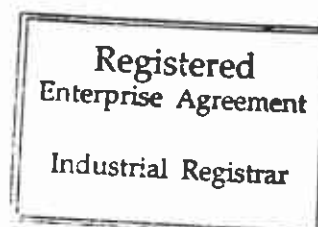
- i. From the commencement of this Agreement employees will have the option to buy out up to four (4) days of unused sick leave from the employee's accrued entitlement as at 1 December each year. This right does not accrue or carry over from year to year.
- ii. Any employee wishing to exercise such an option is required to provide at least one (1) week's notice to Chubb. Chubb will make payment available to the employee in his or her pay due in the second week in December of the relevant year. All unused sick leave will be carried forward to the next year's accrual.
- iii. The buy out option will operate within the following perimeters:
  - 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.

**(b) Rostered Days Off (RDOs)**

- i. From the commencement 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, save that RDO credits carried over and owing under the previous enterprise agreement may be subjected to being cashed out within the terms of this sub-clause.
- ii. An employee electing this cash out option 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.
- iii. In circumstances where an employee has accrued more than ninety six (96) hours those hours in excess of ninety six (96) will be automatically cashed out in June and December each year.

**16. GENERAL OPERATIONS**

- (a) 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.
- (b) In Newcastle, the cash room personnel will close the Branch, unless other arrangements are put in place by management.
- (c) An AM Controller shall be rostered to commence work prior to the commencement of the earliest rostered armoured vehicle.
- (d) Where an AVO is responsible for pistol issue he/she will be rostered to commence work at the same time as bulk of the vehicles working on that day become operational.
- (e) Wash up time will be allowed each day to a maximum of ten (10) minutes per employee.
- (f) Parking fines are to be paid by the Company when incurred in the normal course of operation, unless incurred due to employee negligence.



- (g) 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.
- (h) Chubb will provide in the lunch room at each branch supplies of tea, coffee and milk.
- (i) Union delegates may be released upon request and where agreed by the State Operations Manager or equivalent or his or her designate to attend Union meetings, training sessions or Commission or other legal proceedings. Such attendance shall be without the loss of ordinary pay for the employee concerned. Agreement for an employee to be released must be obtained prior to the employee concerned leaving site or withdrawing from duty. Agreement will not be unreasonably refused.
- (j) Requests for a release from duties by a Union delegate must themselves be reasonable in the circumstances. In the event an employee frequently and unreasonably requests a release from his or her duties, management may refuse to release the employee. It is acknowledged that in such circumstances it is necessary to make alternative staffing arrangements to cover for the employee's absence and employees will assist in this regard by observing the terms of this sub-clause. Chubb will meet parking fees or reasonable travelling expenses associated with the above. Employees will be reimbursed upon the presentation of receipts. Reimbursements will apply in relation to reasonable expenses incurred and must be approved by the relevant Branch Manager before payment is made to the employee concerned.
- (k) Where practicable, casual employees attached to a depot will get preference over other casuals for work in their normal depot.
- (l) Work performed by an employee on his or her RDO will be paid at the ordinary rate of pay plus a day in lieu.
- (m) An employee will be permitted two (2) weeks annual leave in circumstances where an employee has completed six (6) months full-time employment or has an accrual up to or in excess of two (2) weeks. Any leave taken in excess of that set out under this sub-clause will depend upon the circumstances requiring the leave and must be authorised at a Branch level by the Branch Manager.
- (n) Applications for annual leave must be submitted unless extraordinary circumstances arise at least ten (10) days prior to the leave commencing and will either be approved or rejected by management within five (5) days from receipt of the leave application.

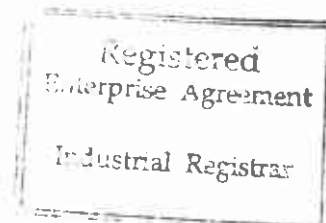
## 17. ESCORTS

Escorts sites will be determined by CSI outcomes on a job-by-job basis.

Any proposal for changes to a current escort arrangement or any dispute or difficulty regarding sites, which in the employees' view warrant a fourth person escort, will be remitted to the consultative process. The criteria used by Security personnel to assess and define an escort site and the reason for any decision will be explained where requested to the Yard Committee. Management must give 48 hours notice of an alteration to a particular escort arrangement. The above steps must be followed prior to implementation of any change.

It is understood that operational management will not depart from Security personnel's assessment where they have determined that a site requires a fourth person escort. Where Security personnel revise a site's status in relation to the use of escorts and determine a change to arrangements, the consultative process will apply.

## 18. BEACONSFIELD DEPOT CLOSURE



Those employees classified as Grade 3 Turret/Vault Hands and who are transferred to other depots upon the closure of the Beaconsfield depot will retain a weekly rate of pay equivalent to Grade 3. Such employees will be re-classified as Armoured Vehicle Operators. Overtime and other applicable allowances (excluding the Flexible Crewing Allowance) will be calculated by reference to a base rate at 1/38<sup>th</sup> of the Grade 3 weekly rate of pay. Any wage increases payable under this Agreement will be made upon such employee's full Grade 3 weekly rate of pay i.e. no absorption will apply.

**19. FLR TECHNICIANS**

A Front Line Recovery ('FLR') Technician performing work in accordance with the *Transport Industry – Cash in Transit (State) Interim Award* is not required to be qualified to carry or to carry a firearm in circumstances where he or she is attending an ATM facility and cash is or is not exposed and in circumstances where the work is being undertaken by a two (2) person crew of which he or she is part and where the second person accompanying the FLR Technician is armed.

