

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/89**

**TITLE: Brinks Australia Pty Limited Enterprise Agreement - Armoured Vehicles**

**I.R.C. NO: 99/253**

**DATE APPROVED/COMMENCEMENT: 16 February 1999**

**TERM:**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED: 16. November 2000**

**NUMBER OF PAGES: 20**

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**PARTIES:** Brink's Australia Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch

Registered  
Enterprise Agreement  
- Industrial Registrar

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**STRICTLY CONFIDENTIAL**

**ENTERPRISE AGREEMENT**

**FOR**

**BRINKS AUSTRALIA PTY LIMITED**

**ARMoured VEHICLES CREWS**

Registered  
Enterprise Agreement  
Industrial Registrar

**ARRANGEMENT**

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**1. PARTIES TO THE AGREEMENT**

Brinks Australia Pty Limited (wholly engaged in the safe and secure handling of valuable property and the protection and safeguarding of coin, currency, securities, precious metals, jewellery or almost anything else of value) and their employees who perform armoured vehicle driver, guard and messenger functions, escort duties, turret guard duties, ATM first line maintenance duties in the State of New South Wales and the TWU of Australia (NSW Branch).

**2. TITLE**

The Agreement shall be known as "Brinks Australia Pty Limited Enterprise Agreement - Armoured Vehicles".

**3. OBJECTIVES AND INTENTIONS**

- (i) The Company is a customer driven organisation with the basic philosophy, that it is committed to achieving the highest quality service for its customers.
- (ii) 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) Establish terms and conditions of employment based on the specific needs of the business.
- (b) Ensure that the armoured vehicles operate in a manner which will promote to the fullest extent possible a cost efficient operation on behalf of customers.
- (c) Seek continuous improvement in agreed measures of safety, quality, productivity and work environment as the standard of acceptable performance.
- (d) Operate a fully flexible system which 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.

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

4.1 This Agreement covers armoured car employees in the following categories:

Armoured Vehicle Driver  
Armoured Vehicle Messenger  
Armoured Vehicle Guard  
Escort Duties  
ATM First Line Maintenance  
Turret Guard Duties

All categories will be interchangeable in order to perform all duties as required on a completely flexible basis. However, no employee will be required to work ATM First Line Maintenance unless they have received the appropriate training.

#### **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:**
1. An air-conditioning unit installed as part of an adequate temperature control system.
  2. Street directory
  3. Mobile phone for company-use only
  4. Suitable trolley
  5. Approved First Aid Kit
  6. Fire extinguisher
  7. 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.



#### 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. 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 Messenger - As Armoured Vehicle Guard but who deals with customers as required, and is responsible for the load, paper work and receipts.

### 5. CONTRACT OF EMPLOYMENT

#### 5.1 Permanent Employees

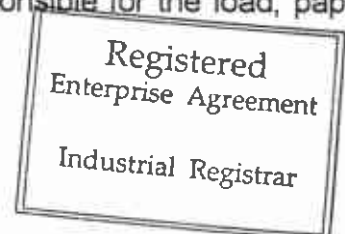
Armoured crew employees employed as permanent employees shall be employed on the basis of weekly hire. This contract may be terminated by the giving or taking of one week's notice by either party or the payment or forfeiture of one week's pay as the case may be.

#### 5.2 Casual Employees

Casual employee means an employee engaged and paid as such. They shall be employed on a daily 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 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 loadings payable in terms of the Award provisions and 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 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.



### 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.

**PAYMENT OF WAGES**

**Total Weekly Wage**

1

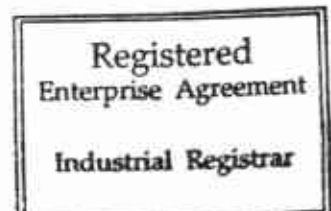
Table 1 Years of Agreement *Deleted*

Grade	Period	Year 1	Year 2	Year 3
Permanent	Hourly	\$16.85	\$17.36	<del>\$17.88</del>
	Weekly	\$674.00	\$694.40	<del>\$715.20</del>
	Yearly	\$35,048.00	\$36,108.80	<del>\$37,190.40</del>
Part-time	Hourly	\$16.85	\$17.36	<del>\$17.88</del>
Casual	0-3 months	\$15.00	\$15.45	<del>\$15.91</del>
	3-12 months	\$17.10	\$17.61	<del>\$18.14</del>
	Over 12 months	\$18.00	\$18.54	<del>\$19.10</del>

These weekly rates to be in lieu of the wage rates set out in the Award (including all extra rates and allowances) and paid to all members of the crew in return for their agreement to total flexibility as set out in the definitions.

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.



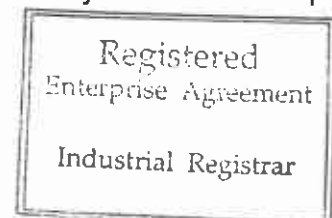
Casual employees shall be paid on a weekly basis on the Thursday of each week.

## **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 on a Monday to Friday basis. 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 8.00 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.
- 8.5 Casual Employees - A casual employee shall be paid for a minimum of 4 hours worked for each day of engagement.
- 8.6 Where an employee does not report for work at the appointed time, the employee may only be paid for the actual time worked during that day of engagement.

## **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. As part of the flexibility arrangement set out in the Agreement, this factor has been taken into account in setting the actual rates of pay.
- 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 at that time.



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.

## 10. OVERTIME

10.1 Any time worked in excess of the ordinary hours of work shall be paid at overtime rates.

10.2 Overtime rates shall be paid as follows:

- (i) First two (2) hours at single time
- (ii) Next two hours at \$19.00 per hour
- (iii) All subsequent hours at \$22.50

## 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.

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.

## 12. WEEKEND WORK

Weekend work relates to all work commenced between midnight Friday and midnight Sunday. Public holidays relate to all such holidays so gazetted in the Government Gazette.

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

- (i) First two (2) hours at \$19.00
- (ii) All subsequent hours at \$22.50

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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):

- (i) \$22.50 for all hours worked

**13. PROVISIONS FOR SHIFT WORK**

It is not the intention of this agreement to refer to work performed on a rotating shift basis.

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 12 mid-night.

Should any shift commence at or after 12 mid-night and before 5.00am an appropriate penalty rate will be negotiated by the consultative committee and Branch Manager.

13.2 **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.

**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 \$19.00 per hour.
- (b) Saturday, Sunday and Public Holidays – 4 hours paid at the appropriate rate as specified in clause 12 - Weekend Work.

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**16. ATM FIRST LINE MAINTENANCE – STANDBY AND CALL OUT**

16.1 An employee who makes themselves available to be 'at call' for the purpose of ATM first line maintenance shall be paid at the following rates:

- (a) \$10.50 for being on standby between the hours of 1600 to 2200 Monday to Friday
- (b) \$25.00 for being on standby between the hours of 0700 to 2200 Saturday, Sunday and Public Holidays.

16.2 If employees on standby are required to attend a breakdown they shall be paid, in addition to the standby allowance, at the rate of:  
\$32.50 for the first hour and a half

- (a) When time in excess of one and a half hours is spent on a callout, the excess time shall be paid at the appropriate rate as per clauses 7, 10 and 12.

**17. PAYMENT OF LICENSE FEES**

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

17.2 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.

**18. ANNUAL LEAVE**

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

18.2 A permanent 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..

**19. 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:

19.1 The employee shall not be entitled to paid leave of absence for any period in respect of



which he/she is entitled to employees compensation.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

#### 19.6 **Family Emergency Leave**

19.6.1 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, or unpaid.

19.6.2 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 likely length of time off.

### 20. **COMPASSIONATE LEAVE**

When a death occurs in a permanent or part-time employee's immediate family, 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 parents-in-law.

### 21. **JURY SERVICE**

21.1 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.

21.2 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.

## **22. 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.

## **23. PUBLIC HOLIDAYS**

23.1 An employee covered by this Agreement shall be entitled to holidays on the following days:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (b) the following days, as prescribed by decision of the Government of the State of New South Wales: Australia Day, Anzac Day, Queen's Birthday and Eight Hours Day (Labour Day); and
- (c) one other day prescribed by decision of the Government of the State of New South Wales, as applicable.

23.2 (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

(b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

(c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

23.3 Where public holidays are declared or prescribed on days other than those set out in 23.1 above, those days shall constitute additional holidays for the purpose of this Agreement.

23.4 (a) The Company, with the agreement of the employees may substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

(b) An agreement pursuant to (a) shall be recorded in writing and be available to every affected employee.



- 23.5 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.
- 23.6 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.
- 23.7 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.
- 23.8 An employee who, without permission of the Company or without reasonable cause 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, unless providing a Doctors Certificate.

## **24. UNIFORMS**

The Company will issue uniforms as follows:

### Permanent Employees

Three (3) Uniform trousers  
Five (5) Short sleeved shirts  
One (1) Woollen vest or jumper  
One (1) Jacket

### Part Time and Casual Employees

One (1) Uniform trousers  
Two (2) Short sleeved  
One (1) Woollen vest or jumper  
One (1) Jacket

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All gear remains the property of the Company and shall be returned to the Company, upon request and/or upon termination of employment.

## **25. DISPUTES SETTLEMENT PROCEDURE**

- 25.1 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.
- 25.2 It is recognised that not all problems will be resolved in this manner. Therefore the following formal procedure for the resolution of problems is agreed.

**Stage 1:** If the issue is not resolved informally between the employee and the





immediate supervisor, the employee may then seek advice from an employee representative of the consultative committee, or union delegate, and together they may approach the immediate supervisor.

**Stage 2:** If the issue is not resolved at Stage 1, the employee and the employee representative will confer with the immediate supervisor and company management.

**Stage 3:** The company and the employees are totally committed to resolving grievances within the above stages, however, if the matter cannot be settled by the parties they will agree to refer the matter to mediation. In this regard, a duly accredited mediator will be agreed between the parties to assist them resolve their differences.

Should mediation prove unsuccessful, then the matter may be referred to the Industrial Relations Commission for resolution by conciliation and/or arbitration.

25.3 In making the above commitments the parties recognise that in exercising the company's right to manage and to decide finally on the successful operation of its business, it must take due account of the undertaking of the employees to continue normal work while the matter in dispute is being resolved through the agreed procedures. The company recognises and accepts that there will be circumstances when the implementation of a contested management decision may be delayed, pending the finalisation of the matters under the agreed procedures. The employees recognise and accept that in some cases, dismissal for gross misconduct for example, implementation of the decision may occur prior to the commencement of finalisation of the agreed procedures. In these circumstances the dispute resolution procedure allows management's action to be reviewed promptly by the parties and, ultimately if necessary, by the Industrial Relations Commission, whose decision will be accepted by all.

## 26. INSURANCE AND INJURY PROVISIONS

In recognition of the fact that employees working under the provisions of this Agreement are (because the principal function of their employment is the handling and carriage of money, bullion, and the like) exposed to the hazard of armed assault upon them by persons armed with lethal weapons, the employer shall:

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

26.2 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. TRAINING**

- 30.1 Where either on the job or external training is directed by management, the employee will undertake such training as directed and required by the Company.
- 30.2 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.
- 30.3 Sufficient paid time shall be allowed for all employees to undertake approved training in conjunction with the company's skills acquisition program.
- 30.4 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 or to acquire a new higher skill and competency level and

shall not be used with a view to deskilling an employee. Deskilling 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.

30.5 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.

**31. AWARD RELATIONSHIP CLAUSE**

Where terms and conditions of this Agreement are inconsistent with the provisions of the Transport Industry - Armoured Cars, &c. (State) Award 1984 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 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 on and from the first pay period to commence ~~from the date of registration of this Agreement~~ *on or after 16 November 1995* The Agreement shall remain in force for a period of ~~three~~ *two* years from date of registration. *Atkinson*

**34. RENEGOTIATION OF AGREEMENT**

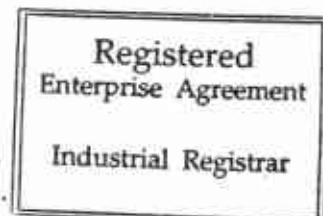
It is a term and condition of this Agreement that a renegotiation of this Agreement shall commence no later than three months before this current Agreement expires.

**35. 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, whose signature appears below, and they have also been made fully aware of the terms and conditions of the Transport Industry-- Armoured Cars etc (State) Award. In addition each employee has been provided with a copy of the Enterprise Agreement and the Award.

Signed for and on behalf of )  
Brinks (Australia) Pty Ltd

) *De Beuchemell*



**STRICTLY CONFIDENTIAL**  
**ENTERPRISE AGREEMENT FOR BRINKS AUSTRALIA PTY LIMITED**



*[Signature]*  
.....  
Witnessed by: 30-11-98

Signed by:

*L Santa Jaru*  
.....

Classification:

*Consultative Committee*  
.....

*[Signature]*  
.....  
Witnessed by:

Signed by:

*B. Smith*  
.....

Classification:

CONSULTATIVE COMMITTEE

*[Signature]*  
.....  
Witnessed by:

Signed by:

*[Signature]*  
.....

Classification:

CONSULTATIVE COMMITTEE

*[Signature]*  
.....  
Witnessed by: