

ENTERPRISE AGREEMENT

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ARMAGUARD N.S.W.

(BATEMANS BAY ROADCREW)

ENTERPRISE AGREEMENT, 1994

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ARMAGUARD NSW (BATEMANS BAY ROAD CREW)

ENTERPRISE AGREEMENT 1994

1. PARTIES TO THE AGREEMENT

This Enterprise Agreement is made pursuant to the provisions of Chapter 2 of Part 3 of Division 2 - Enterprise Agreements, of the Industrial Relations Act 1991. The Enterprise Agreement shall commence from the date of 1994 and shall be binding on Mayne Nickless Limited trading as Armaguard (the Company) at Batemans Bay, the Transport Workers Union of Australia, New South Wales Branch (the Union) and the employees of the Company employed at Batemans Bay in the classification of Road Crew and associated employees covered under the Transport Industry - Armoured Cars (State) Award.

2. TITLE OF AGREEMENT

This Enterprise Agreement shall be known as the Armaguard NSW (Batemans Bay Road Crew) Enterprise Agreement 1994.

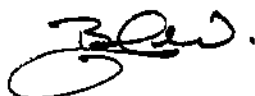
3. DURESS

The parties to this Agreement state that this Agreement was not entered into under any duress from any party.

4A. EMPLOYMENT CONDITIONS

The general terms and conditions of the Transport Industry - Armoured Cars (State) Award, excepting where specific conditions are contained in this Agreement, shall apply to all employees party to this Agreement.

4B. Sick leave shall be as prescribed by the award with the exception that any employee, other than a casual, that has taken sick leave in the first three months of continuous service will not be paid until that period of service is completed.



5. GRIEVANCE AND DISPUTE PROCEDURE

Terms of Agreement

- a) It is agreed that the provision of uninterrupted quality service to clients is of paramount importance to the long term benefit of both the Company and employees.**
- b) In the event of a question, dispute, or other difficulty arising; the following actions are to be taken, in turn, until the matter is resolved. It is expected that the majority of questions and grievances will be resolved at branch level with appropriate action under steps (i) and (ii) below.**
 - (i) The matter shall first be discussed between the relevant employee and his supervisor.**
 - (ii) The employee delegate shall consult with the branch manager on the matter.**
 - (iii) Appropriate senior management personnel shall be briefed and shall seek to resolve the matter.**
 - (iv) The delegate shall brief his Union organiser and discussions involving Union officials and Company senior management shall take place.**
 - (v) Any matter which cannot be resolved, shall be referred by either party to the NSW Industrial Relations Commission. Any decision by the Commission shall be accepted by the parties as final, subject to any appeal process which may be instituted by either party.**
 - (vi) Pending the resolution of any matter in accordance with the above procedure, work shall continue without disruption. The circumstances which applied immediately prior to the dispute arising shall, as far as possible, apply until final resolution of the matter.**

6. DISCIPLINE AND CONDUCT

- (a) It is agreed that all employees shall be subject to the Armaguard NSW Employee Code of Conduct which shall be issued to all employees.**

7. HOURS

PERMANENT EMPLOYEES

The ordinary hours of work shall be limited to eight hours on any one day, Monday to Friday inclusive, between the hours of 6.00am and 8.00pm.

Starting times for permanent employees may be fixed at any time from 6am. Once fixed, the starting time for each employee shall not be altered otherwise than by notice posted for seven days.

CASUAL EMPLOYEES

Irrespective of hours worked, casual employees shall be paid for a minimum of four (4) hours for each start. The ordinary hours of work for a casual employee, exclusive of meal breaks, shall not exceed 8 on any day.

8. OVERTIME

Overtime rates under this agreement will be:-

Time and one quarter for the first two hours each day.

Time and one half for all subsequent hours each day.

Time and one quarter for all hours worked on Saturdays and Public Holidays.

Time and one half for all hours worked on Sundays.

9. PART TIME EMPLOYEES

The ordinary hours of work for part-time employees appointed after the date of this Agreement shall not be less than 18 per week over not less than three days.

10. **MEAL BREAKS**

An unpaid meal break of 30 minutes duration is to be taken at a suitable convenient time during each shift which exceeds 5 hours. The timing of this break is to be determined mutually between individual crews and branch management, provided that where necessary the Company has the right to designate the meal break timing to ensure client requirements are met.

Through mutual agreement, the meal break may be broken, for example, into two breaks of 15 minutes, or one of 20 and one of 10 minutes.

11. **ROSTERING**

- (a) Rostering of employees to duties shall be a management responsibility, however, the Delegate or Co-Delegate shall be consulted when roster changes are required or contemplated.
- (b) Rosters shall be displayed on the Road Crew Notice Board with a minimum of seven (7) days notice for each shift.

12. **UNIFORMS**

- (a) The following uniform items are to be provided by the Company:

Shirts	Trousers	Belt Clips
Shorts	Jacket	Ties
Jumper	Socks	Raincoats (where reqd.)
Trouser Belt	Gun Belt	Hats (if worn by individual employees)

- (b) Uniforms are to be maintained and worn in a neat and professional manner as specified in the Armaguard NSW Employee Code of Conduct and Armaguard Uniform Regulations, a copy of which is attached as Schedule 1 to this Agreement.

13. **TRAINING**

Annual refresher training will be provided to all employees covering key aspects of their duties, including security and weapon training.

14. PAY DAY

Casual employees shall be paid each week on the designated pay day, or at the termination of their casual employment.

15. APPOINTMENT OF NEW PERMANENT & PART-TIME EMPLOYEES

In terms of development and building approvals initial employees needs will be drawn from the local workforce in Batemans Bay.

Thereafter positions available for new permanent and part time employees shall be advertised internally in Armaguard Batemans Bay and at the discretion of the company may also be advertised on a wider basis within Armaguard as well as externally.

16. ARMOURED VEHICLE MANNING LEVELS

Armoured vehicles are to be manned with a two man crew and are to operate under the following parameters:

- a) Armoured cars cash limits to remain as they are at present unless otherwise advised by Armaguard or the Insurance Underwriter.
- b) One crew member to remain in the armoured vehicle at all times unless otherwise authorised by Armaguard.
- c) A pavement limit of \$100,000 will apply unless otherwise advised by Armaguard or the Insurance Underwriter.
- d) Wherever practical direct line of sight between driver and crew member will be maintained.
- e) Coin trolleys will be provided for the movement of bagged coin.
- f) Two-way radio communication equipment will be provided to maintain verbal contact between crew members.
- g) Business transaction in excess of the pavement limit will be conducted in the manner prescribed by Armaguard Security Manager.

These methods and limits may vary from time to time in the future relative to Underwriter requirements.

17. EMPLOYEE MEETINGS

- (a) Paid time will be provided for employee requested branch meetings on the following basis:
 - (i) Maximum of four (4) meetings per year
 - (ii) Maximum duration of paid time to be 40 minutes per meeting
 - (iii) Consultation is to occur between Delegate and Branch Manager to determine a suitable meeting time.
- (b) Seven (7) days notice is to be given to the Company of any employee or delegates meeting, for meetings to be held in paid time.

18. WAGES

The hourly rate for permanent employees shall be:-

Hourly rate (inclusive of all allowances) \$ 14.00

The hourly rate for casual employees shall include payment for all loadings normally paid to casual employees as part of wages. The hourly rate shall be:-

Hourly rate (including casual loading) \$ 15.00

Plus 8.33% Leave Provision

19. CONFIDENTIALITY

- (a) All information provided to, or otherwise obtained by employees regarding Armaguard operations, procedures, or any other matter, is confidential and is not to be disclosed to any other person without the consent of the Company.
- (b) Similarly any information obtained about Armaguard clients, current or past, is to be regarded as confidential.

DECLARATION

- (a) This Enterprise Agreement has been negotiated through extensive consultation between management and the Union. The content of the Agreement has been canvassed widely. Both parties are entering into this Agreement with full knowledge of the content and effect of the document.
- (b) The parties declare that this Agreement:
 - a) Is not contrary to the public interest;
 - b) Is not unfair, harsh or unconscionable;
 - c) Reflects the interest and desires of the parties.

21. DURATION

The duration of this Agreement will be twelve (12) months from the date of registration of the Agreement, with the provision to commence new negotiations no later than one (1) month prior to the end of its term. In the event a new agreement has not been finalised the terms of the initial agreement will continue in effect until a new agreement is finalised.

This Agreement is DATED 13th day of May 1994

SIGNED FOR ON BEHALF OF
Armaguard (NSW)

[Signature]
DATE 17th May 1994 Witness.

NAME [Signature]
(Frank Kis, National Operations Manager)

Company Name

Armaguard (NSW)

SIGNED FOR ON BEHALF OF

[Signature]
DATE 13 May 94 Witness

Transport Workers Union of Australia

NAME STEPHEN HUTCHINS

STATE SECRETARY

[Signature]

Enterprise Agreement - Batemans Bay

