

ENTERPRISE AGREEMENT

NO: E.A. 189 /1995

DATE REGISTERED: 19.6-95

PRICE: \$ 40.00

1.0 TITLE

This Agreement shall be referred to as the Brambles Armoured, Newcastle Agreement 1994.

2.0 ARRANGEMENT

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3.0 PARTIES BOUND

This Agreement shall be binding upon:

- (a) Brambles Security Services Pty. Ltd trading as Brambles Armoured (a wholly owned subsidiary of Brambles Australia Limited), hereinafter referred to as the Company, in respect of its Newcastle Depot.
- (b) The Transport Workers Union of Australia, New South Wales Branch, its officers and members employed by the Company *and those employees of the Company eligible to be members of the Union.*

4.0 APPLICATION AND INCIDENCE

- (a) This Agreement shall be binding on the parties in respect of employees of the Company engaged at *and from* the Depot at 17 Ayreshire Crescent, Sandgate, NSW, 2304 in the classifications set out in Appendix A of this Agreement.

5.0 DURATION OF AGREEMENT

This Agreement shall come into operation from the date of registration and shall operate for a period of one year.

6.0 DURESS

This Agreement was not entered into under duress by any party to it.

7.0 RELATIONSHIP TO AWARD

- (a) The terms of employment of persons engaged under this Agreement were previously regulated by the Transport Industry - Armoured Cars & C (State) Award and the following provisions of that Award shall continue to apply:



- Jury Service
 - Notice Board
 - Pay Day
 - Right of Entry
 - Sick Leave
 - Uniforms
 - Wet Weather Clothing
 - Insurance Provision
 - Long Service Leave
- (b) Parental leave shall be in accordance with Chapter 2, Part 2, Division 3 of the NSW Industrial Relations Act 1991.
- (c) Annual leave shall be in accordance with the Annual Holiday Act. (Provided that as set out in 8(a)(ii) annual leave loading is included in the all up ordinary rate.)

8.0 MATTERS AGREED

(a) **Classifications and Wage Rates**

- (i) From the commencement of this Agreement the following classification structure and wage rates shall apply:

GRADE	WEEKLY RATE	PER HOUR
1	456.00	12.00
2	512.00	13.50
3	541.50	14.25
4	570.00	15.00
5	598.50	15.75
6	627.00	16.50

The classifications are as defined in Appendix A.

- (ii) The rates set out in sub-clause (i) are an all-up ordinary rate inclusive of all previous allowances such as 2 key safe, RBA allowance, lunch on road, meal allowances, shift allowances, annual leave loading, first aid allowance, and MCU allowance. (The reference to meal allowances includes pm crib, am crib and "no-tea taken").
- (iii) All existing ~~permanent~~ permanent and casual employees as at the commencement of the agreement will be classified as grade IV on the basis of a commitment to undertake training to the defined skill level where the company so requires.
- (iv) All new employees will move into the classification relevant to the work to be performed and for which they have received the necessary training. New employees will be required to undertake training for additional skills as necessary.
- (v) The above rates are fixed for the life of the Agreement and there shall be no further claims for wage rates, allowances or conditions except where consistent with the terms of this agreement.

Any wage adjustment defined in accordance with a State Wage Case decision during the life of this Agreement shall be absorbed against the rates set out in sub-clause (a).
- (vi) For transition to the all-up ordinary rate it is agreed that entitlements of employees to Annual Leave and Sick Leave on the day prior to the commencement of this Agreement shall remain payable in accordance with the terms of Transport Industry - Armoured Cars & C (State) Award. Pre-existing entitlements shall be utilised prior to any use of accruals arising under the new arrangements.

(b) Hours of Work

(i) Subject to sub-clause (iii), employees shall work on average of 38 ordinary hours per week, in a manner suitable to the needs of the business subject to:

- Minimum ordinary hours on any day to be four (4);
- Maximum ordinary hours on any day to be twelve (12);
- Ordinary hours to be allocated on any day in the period Monday - Friday.
- Ordinary hours will be exclusive of a 30 minute unpaid meal break.

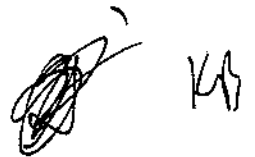
(ii) Start Times

- Start time on any one day will be between 6.00am and 10.00am with rosters for each week posted by am Wednesday of the preceding week.
- Provided that the actual starting time for any day may be varied by giving notice prior to completion of work on the previous day. Provided that such short notice of variation shall not in any week result in starting times for any day varying by more than two (2) hours in any week.

(iii) Rostered Days

A. At the commencement of this Agreement existing permanent employees shall be allowed the following options:

- No roster days to be taken and a 38 hour week;
- Six (6) roster days apply and a 39 hour week to be worked;
- Twelve (12) roster days apply and a 40 hour week to be worked.

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- B. Roster days will not accrue and must be taken in the month they become available at the Company's convenience by the giving of seven (7) days notice.
- C. The above options will not apply to new permanent employees who will commence on a standard 38 hour week.
- D. Employees who elect to take their rostered days may choose to change to a standard 38 hour week at any time during this agreement. Those with a standard 38 hour week will not have the option to change and take rostered days.
- E. Rostered days accrued at the time of the introduction of this agreement can be taken on application and at the Company's convenience but will be paid at the rate applicable prior to the introduction of this agreement.

(c) Hours in excess of Ordinary Hours

- (i) For hours in excess of the daily ordinary hours or 38 in any week payment shall be at the ordinary hourly all up rate set out in sub-clause 8(a)(i) to a maximum of 43 per week.
- (ii) For hours worked beyond 43 in any week, a loading of 20% to the ordinary rate shall apply.
- (iii) Work performed on a Saturday and Sunday shall be paid at the ordinary hourly rate set out in sub-clause 8(a)(i) within a minimum of 4 hours. Provided that where work on a Saturday or Sunday extends beyond 8 hours then a loading of 20% to the ordinary rate shall apply to such hours in excess of 8.

- (iv) Saturday and Sunday work shall be treated as additional hours and offered to permanents first. Should they decline, the work shall then be offered to casuals.

(d) **Contract of Employment**

At the commencement of this Agreement employees shall be classified as weekly, part-time or casual employees.

(i) **Weekly**

Employment shall be terminated by a week's notice on either side, given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss without notice for wilful neglect of duty or serious misconduct and in such cases, all monies due shall be paid up to the time of dismissal.

(ii) **Part-time**

- A part-time employee shall be a weekly employee with a guaranteed minimum number of hours less than 38 per week.
- A part-time employee shall have pro-rata entitlements to weekly employee conditions based upon the actual ordinary hours worked per year.
- Existing Permanent Part-Timers at the commencement of this Agreement to be offered a minimum of 24 hours per week in not more than 3 days.
- Permanent Part-timers after the commencement of this Agreement shall be offered a minimum of 18 hours per week, subject to a minimum of 6 hours work on each day.

- Additional shifts may be offered to part-time employees on the basis of a minimum of 6 ordinary hours per shift. Part-time employees may work additional ordinary hours without penalty.

(iii) Casuals

A casual employee is one engaged and paid as such subject to:

- A minimum payment of 4 hours per engagement.
- Payment shall be at the appropriate ordinary hourly rate *for the relevant classification* asset out in sub-clause 8(a)(i) and, in addition shall receive the loading prescribed by the Annual Holiday Act for ordinary hours worked Monday-Friday.
- *Provided that no casual employee shall receive less than \$14.12 per hour.*



(e) Public Holidays

The public holidays set out in Clause 8 of the Transport Industry Armoured Car & C (State) Award shall be observed as follows:

- (i) A permanent employee who would normally have worked ordinary hours on such a day had it not been a public holiday shall be paid for such hours even if not required to work.
- (ii) An employee working on a public holiday shall be paid the relevant rate according to sub-clause 8(a)(i) (minimum 4 hour call) in addition to public holiday entitlements. Provided that on Good Friday and Christmas Day an employee will be paid double time (minimum of 4 hour call) in addition to public holiday entitlements.



(iii) An employee who would not have worked ordinary hours on the Public Holiday and who does not actually work shall have no entitlement. This relates to permanent employees who have by agreement, chosen to work extended shifts of up to 12 hours on a 4 day week and the public holiday not falling on one of those working days.

(f) **Consultative Committee**

(i) A consultative committee shall be established at the Branch.

(ii) The consultative committee shall meet at least monthly to consider:

- The implementation of the provisions of this Agreement including the revised classification structure.
- Further measures which may improve branch efficiency.

(iii) A priority issue for the consultative committee shall be the development of a revised disciplinary code. The aim is that the revised disciplinary code shall be completed within 6 months of the commencement of this Agreement. A policy in regard to employees who lose their driver's licence will also be prepared in the first 6 months of the Agreement.

(g) **New Work**

Where new work outside the Company's normal operating standards, or those already agreed to, is secured, consultation shall take place as to the work arrangement to apply to such new work. Should arrangements agreed to differ from those contained in this agreement then *the parties shall undertake to formally vary this Agreement in accordance with the Industrial Relations Act 1991.*

Subject to consultation, training and regard to OH&S considerations, new technology shall be introduced to the business as it becomes available.



(h) Manning

Manning arrangements shall be determined in accordance with the following schedule.

- Suitable manning arrangement for all operations shall be formalised at Branch level during the first six months of this Agreement.
- The arrangement shall take regard of the following factors.
 - (i) The parties accept that manning is not restricted to three crew operations.
 - (ii) Discussions at the Branch Level shall at all times have regard to the following considerations:
 - A. the health, safety and security of all employees concerned;
 - B. the relevant aspects of the work concerned, including the value, the volume, the weight, the location and the method of pick-up;
 - C. the availability and implementation of back-up technology such as tracking systems, drop-safes etc; and
 - D. the need of companies in the industry to remain viable by attracting new work.
 - (iii) The following matters are already agreed:-
 - A. Armoured Vehicles travelling from secure area to secure area may be manned by 2 man crews;

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- B. Armoured vehicles operations where 2 men crews are able to exit the vehicle may, subject to Company requirements, be performed by 2 man crews.
 - C. Armoured vehicles or non-armoured vehicles conducting servicing of ATM and TVM machines may be manned 2 man crews.
 - D. Each 3 man crew performing traditional armoured vehicle work shall contain at least 2 employees classified as Grade IV or higher.
- (iv) Any dispute which cannot be resolved shall be referred to the NSW Industrial Commission whose decision, subject to any appeal process, shall be accepted as final.

(i) **Out of Hours Client Response**

- Permanent Employees shall, subject to training and availability, be allocated to a roster for the out of hours performance of ATM and TVM maintenance and other special requirements of clients which may arise.
- The roster shall specify periods of one week when the designated employee(s) shall be available to relieve and respond to calls for such work.
- Each designated employee(s) for each week shall receive a flat weekly payment of \$100. This payment shall cover the need of the employee to carry a Company supplied "pager" to answer and respond to calls.
- The company shall also supply a vehicle to the designated employee(s).
- Each response shall involve 2 persons however, where a Company employee is unavailable guarding work may be performed by a suitable contract guard.

- Payment for attendance at an out of hours response shall be:
 - (a) ATM and TVM work:
 - (i) \$35 for the employee performing the service, and
 - (ii) ~~---~~ \$30 for the guard.
 - (b) All other work \$35 for each employee.
- These payments are in all cases for up to 1 hour on the client's site. Where in excess of one hour is spent at the site an additional flat payment shall apply and after that additional payments will be made for each two (2) hours on site.

9.0 SETTLEMENT OF DISPUTES

The following procedure shall apply in the event of an industrial issue arising:

- (a) The matter shall first be discussed between the employee and his immediate supervisor.
- (b) If not settled, the matter shall be submitted by the delegate to the Manager.
- (c) If not settled, the Delegate shall seek the assistance of his Union Organiser and the Branch Manager shall seek to involve the State Manager and/or the Industrial Relations Department in this matter.
- (d) If still not resolved the Secretary of the Union shall seek discussion with the appropriate Company representatives.
- (e) Any matter which cannot be resolved shall be referred by either party to the New South Wales Industrial Relations Commission. A decision of the Commission shall be accepted by the parties as final, subject to any legal appeal procedures.

- (f) 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 apply until final resolution of this matter.

- (g) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.

10.0 NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other operation of Brambles Australia Limited.

CLASSIFICATION STRUCTURE

Grade VI

Duties:-

- As defined in grade V;
- With supervisors, oversee the daily operations;
- Receive and dispatch loads;
- Plan daily manning requirements and run schedules;
- Ensure training is provided where necessary;
- Ensure all vehicles and equipment are maintained in a satisfactory manner;
- Liaise with customers;
- As required act as a crew member in an armoured vehicle;
- Perform the work of a technical serviceman;
- Operate and monitor the radio and security systems;
- Perform basic clerical tasks associated with all duties;
- Assist in ensuring all operations procedures and statutory requirements are followed;
- Substitute for Supervisors during annual leave periods;
- Debrief armoured car crews and initiate and appropriate action required;
- Other duties as reasonably required.

Pre-Requisites:-

- As per Grade V
- Extensive knowledge of all aspects of the business;
- Complete Brambles Australia basic supervision - and "train the trainer" courses and technically trained and proficient in both ATM and TVM's work or other duties as designated.

Relativity:-

- 110%

Grade V

Duties:-

- Duties as defined in Grade IV;
- Be responsible for the armoured vehicle, its crew, contents and advice on roadworthiness and performance;
- Responsible for any on-the-job training for trainee crew persons including ATM and TVM training;
- Report on trainees;
- Maintain quality control techniques and procedures;
- Have communication skills (verbal and written) to a level suitable to liaise with management - customers and employees in respect of routine and day to day enquires;
- Have completed the company grade V armoured vehicle operators course;
- Other duties as reasonably requested.

Pre-Requisites:-

As for Grade IV and in addition:-

- Successfully complete in-house training and/or external training and be proficient in technical training in both ATM and TVM work;
- Successfully complete designated in house "train the trainer" courses in both ATM and TVM work.

Relativity:-

- 105%

Grade IV

Duties:-

- Driving;
- Collection and delivery of cash and valuables;
- Servicing ATM's and/or TVM's;
- Guarding;
- Associated Clerical Work;
- Where required vault and/or control room work including issues and run preparation;
- Other duties as reasonably requested.

Pre-Requisites:-

- Holder of a Grade 3A licence.
- Holder of NSW Security Officers Licence 1A/B;
- Successfully completed designated in-house training including technical training in either ATM or TVM work.

Relativity:-

- 100%

Grade III

Duties:-

- Support, guard and escort grade IV and V armoured vehicle operators as required from time to time;
- Perform occasional servicing of non specialist services so trained to do;
- Work in or out of armoured vehicle as required;
- Be able to drive an armoured vehicle in an emergency;
- Other duties as reasonably requested.

Pre-requisites:-

- Holder of a current 3A drivers licence;
- Holder of NSW Security Officers Licence 1A/B;
- Successfully completed Brambles Armoured's induction course and three months probation.

Relativity:-

- 95%

Grade II

Duties:-

- Perform a variety of non driving functions about a branch;
- Perform courier work and occasional clerical work as designated;
- Perform occasional support functions for grades V, IV and III and/or other armed work in or out of armoured vehicles;
- Perform other armed work for customers in non armoured vehicles

Pre-Requisites:-

- Holder of a current 1A driver licence but committed to obtain a full 3A licence to allow progress to Grade III after a suitable period;
- Successfully complete Brambles Armoured's induction course and probationary period;
- Holder of NSW Security Officers Licence 1A/B.

Relativity:-

- 90%

Grade I Guard/Trainee

Duties:-

- Perform Static Guard work as support to all armoured car duties as required or other basic roles as designated and for which qualified;
- Learn all aspects of Armoured Car work to Grade II Level;
- Other duties as requested.

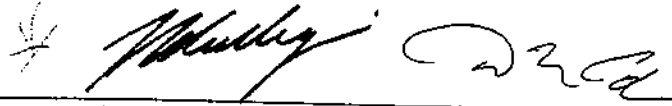
Pre-Requisites:-

- Holder of a current 1A drivers licence but committed to obtain a full 3A licence to progress to grades II and III;
- Designated in-house training;
- Holder of NSW Security Officers Licence 1A/B.

Relativity:-

- 80%

Signed



For Brambles Security Services Limited

Signed



For the Transport Workers Union Of

Australia (New South Wales Branch)

