

# ENTERPRISE AGREEMENT

NO. EA 262/96

DATE REGISTERED 16-9-96

PRICE \$ 38-00

STRICTLY CONFIDENTIAL

ENTERPRISE AGREEMENT

FOR

BRINKS AUSTRALIA PTY LIMITED

ARMoured VEHICLES CREWS

ARRANGEMENT

CLAUSE	SUBJECT	PAGE
1.	PARTIES TO THE AGREEMENT .....	(1)
2.	TITLE .....	(1)
3.	OBJECTIVES AND INTENTIONS.....	(1)
4.	COVERAGE OF AGREEMENT .....	(1)
5.	CONTRACT OF EMPLOYMENT .....	(3)
6.	HARASSMENT FREE WORKPLACE.....	(4)
7.	PAYMENT OF WAGES.....	(4)
8.	HOURS OF WORK.....	(5)
9.	MEALS.....	(5)
10.	OVERTIME .....	(5)
11.	LIMITATION OF OVERTIME.....	(6)
12.	ANNUAL LEAVE.....	(6)
13.	SICK LEAVE.....	(7)
14.	COMPASSIONATE LEAVE .....	(7)
15.	JURY SERVICE.....	(8)
16.	LONG SERVICE LEAVE.....	(8)
17.	PUBLIC HOLIDAYS .....	(8)
18.	UNIFORMS AND WET WEATHER GEAR .....	(9)
19.	DISPUTES SETTLEMENT PROCEDURE .....	(10)
20.	INSURANCE AND INJURY PROVISIONS .....	(10)
21.	CONSULTATIVE COMMITTEE .....	(11)
22.	FIRST-AID OUTFIT .....	(12)
23.	TRAINING.....	(12)
24.	AWARD RELATIONSHIP CLAUSE .....	(13)
25.	NO EXTRA CLAIMS.....	(13)
26.	TERMS OF AGREEMENT .....	(13)
27.	RENEGOTIATION OF AGREEMENT.....	(13)
28.	LEAVE RESERVED .....	(13)
29.	AGREEMENT BY THE PARTIES .....	(13)



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

- Armoured Vehicle Driver
- Armoured Vehicle Messenger
- Armoured Vehicle Guard

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

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. Such vehicle to be fitted with airconditioning and two-way radio.

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 airconditioned vehicle with two-way radio (either fitted or hand-held).
- (c) All vehicles shall have an airconditioning unit installed as part of an adequate temperature controlled system.
- (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.

ENTERPRISE AGREEMENT FOR BRINKS AUSTRALIA PTY LIMITED

AA

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 shall be paid an hourly rate of \$14.65 for all hours of work, 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 of \$12.45.
- (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 malingering, inefficiency or misconduct which would warrant such immediate termination.

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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) Loss 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.

7. PAYMENT OF WAGES

Total Weekly Wage

7.1	All permanent Armoured Car Crew (as defined)	
		\$498.20

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.

The total weekly wage rate of \$498.20 per week has been calculated by increasing the maximum award wage rate by 15% and this margin will be maintained during the life of the Agreement if that current award rate is varied during that time.



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 Wednesday of each fortnightly cycle.

**8. HOURS OF WORK**

8.1 The ordinary hours of work for employees shall not exceed 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 7.00 am and 7.00 pm which do not exceed 40 hours in any one week.

8.3 Commencing and Finishing Times -

Work shall be deemed to commence when an employee enters the depot in the morning and to finish on his leaving the depot in the evening.

8.4 The Company shall have the right to fix the place at which the employee is to commence work. When once fixed, the starting place shall not be altered without seven days' 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, and this can involve the working of two separate periods in any one day where the Company and the employee agree that is necessary for the successful operation of the business.

8.6 Where an employee does not report for work at the appointed time, then the employee will only be paid for 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 No employee shall be required to work more than five hours without receiving a meal break.

**10. OVERTIME**

10.1 For all time worked before 7.00 am and after 7.00 pm overtime rates shall apply.

10.2 Any overtime worked between 7.00 am and 7.00 pm in excess of the ordinary hours of work, then overtime rates will apply.

10.3 Overtime rates shall be paid as follows:

Single time for first two (2) hours, time and a half for the next two (2) hours, and double time thereafter.

10.4 When calculating overtime in any particular 24 hour period (ie midnight to midnight) all overtime in excess of the ordinary hours of work will be calculated on the basis of the formula set out in 10.3

**11. LIMITATION OF OVERTIME**

11.1 An employee who is required to work 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.

11.3 Except in the case of accident or circumstances over which the Company has no control, an employee shall not work and the Company shall not require an employee to work more than a total of twenty (20) hours' overtime, in any one week exclusive of unpaid intervals allowed for meals.

11.4 See section 8c of the Motor Traffic Act, 1909, and the regulations thereunder as to the restrictions on driving periods for motor vehicles having unladen weight in excess of two tons.

11.5 Recall

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AA

An employee recalled for work shall be guaranteed and shall be paid for at least four (4) hours' work for each start at the appropriate rates of pay, whether the employee works for that period of time or not.

This subclause shall also apply to any employee called upon to work before his/her normal starting time, and whose overtime work does not continue up to such starting time.

**12. ANNUAL LEAVE**

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

12.2 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.

**13. 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:

13.1 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.

13.2 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.

13.3 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.

13.4 An 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.

13.5 All unused sick leave will be paid out on 23 December of each year.

13.6 Family Emergency Leave

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AA

13.6.1 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.

13.6.2 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.

**14. 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.

**15. JURY SERVICE**

15.1 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.

15.2 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.

**16. 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.

**17. PUBLIC HOLIDAYS**

17.1 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

ENTERPRISE AGREEMENT FOR BRINKS AUSTRALIA PTY LIMITED

XX

- (c) one other day prescribed by decision of the Government of the State of New South Wales, as applicable.
- 17.2 (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.
- 17.3 Where public holidays are declared or prescribed on days other than those set out in 17.1 and 17.2 above, those days shall constitute additional holidays for the purpose of this Agreement.
- 17.4 (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.
- 17.5 All work performed on any of the abovementioned days, except Christmas Day and Good Friday, shall be paid for at the rate of time and one-half extra for the actual time worked. For all work performed on Christmas Day and Good Friday the rate of double time extra shall be paid. For all work done by casual employees on any of the holidays prescribed by subclause 17.1 of this clause, double overtime rates shall be paid. 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.
- 17.6 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.
- 17.7 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.
- 17.8 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.

18. UNIFORMS AND WET WEATHER GEAR

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The Company will issue uniforms and wet weather gear as follows:

Permanent Employees

Part Time and Casual Employees

Three (3) Uniform trousers	One (1) Uniform trousers
Five (5) Short sleeved shirts	Two (2) Short sleeved
One (1) Windcheater	One (1) Windcheater
One (1) Cap	One (1) Cap
One (1) Rain poncho	One (1) Rain poncho

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

**19. DISPUTES SETTLEMENT PROCEDURE**

19.1 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.

19.2 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 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.

19.3 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.

## 20. 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:

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

20.2 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;

ENTERPRISE AGREEMENT FOR BRINKS AUSTRALIA PTY LIMITED

AA

- (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.

21. 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.

22. 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.

23. TRAINING

23.1 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.



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AA

- 23.2 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.
- 23.3 Sufficient paid time shall be allowed for all employees to undertake approved training in conjunction with the company's skills acquisition program.
- 23.4 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.

- 23.5 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.

**24. 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.

**NO EXTRA CLAIMS**

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

**OF AGREEMENT**

ment shall operate on and from the first pay period to commence from the date of of this Agreement. The Agreement shall remain in force for a period of two years registration.

ENTERPRISE AGREEMENT FOR BRINKS AUSTRALIA PTY LIMITED

XX

27. 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.

28. LEAVE RESERVED

Leave is reserved to either party to the Agreement to discuss and negotiate shift work provisions where this might become necessary during the provision of the Agreement.

29. 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.

It is further agreed that in accordance with section 125 of the Industrial Relations Act 1991, the Agreement may be varied by mutual consent of the parties. Where this becomes necessary, the requirements of section 125 of the Act will be observed with regard to the secret ballot provision.

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

)   
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.....  
Witnessed by:

Signed by: .....

Classification: .....

.....  
Witnessed by:

ENTERPRISE AGREEMENT FOR BRINKS AUSTRALIA PTY LIMITED

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*J. McNamee*  
.....

Witnessed by:

Signed by: B. SMITH

*B. Smith*  
.....

Classification:

ARMoured CAR CREW

*J. McNamee*  
.....

Witnessed by:

Signed by: R. BUTLER

*R. Butler*  
.....

Classification:

ARMoured CAR CREW

*J. McNamee*  
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Witnessed by:

Signed by: C. ENGLAND

*cg*  
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Classification:

ARMoured CAR CREW

*J. McNamee*  
.....

Witnessed by:

Signed by: P. BARNES

*P. Barnes*  
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ENTERPRISE AGREEMENT FOR BRINKS AUSTRALIA PTY LIMITED

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Classification: ARMOURD CAR CREW.

*Phillips*  
Witnessed by:

Signed by: .....

Classification: .....

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Witnessed by:

Signed by: .....

Classification: .....

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Witnessed by: