

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/262

TITLE: Chubb Security Services Limited Armoured Vehicle and Other Operations (Lane Cove, Newcastle, Wollongong Branch) Enterprise Agreement 2004-2006

I.R.C. NO: IRC4/3542

DATE APPROVED/COMMENCEMENT: 14 July 2004/1 April 2004

TERM: 28

NEW AGREEMENT OR VARIATION: Replaces EA02/144

GAZETTAL REFERENCE: 8 October 2004

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF EMPLOYEES: The agreement applies to all employees employed by Chubb Services Limited, at 702, Mowbray Road, Lane Cove, 17, Ayrshire Crescent, Sandgate, and 110, Gipps Street, Wollongong, who fall within the coverage of the Transport Industry - Cash-in-Transit (State) Award and the Cash Transportation (Non-Armoured Vehicles) Interim Award No. 2

CHUBB SECURITY SERVICES LIMITED ARMoured VEHICLE & OTHER OPERATIONS (LANE COVE, NEWCASTLE, WOLLONGONG BRANCH) ENTERPRISE AGREEMENT 2004 -2006

1. Title

This agreement shall be referred to as the Chubb Security Services Limited Armoured Vehicle and Other Operations (Lane Cove, Newcastle, Wollongong Branch) Enterprise Agreement 2004 - 2006 ("Agreement").

2. Arrangement

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3. Parties to Agreement and Employees Covered

3.1. This agreement is binding on the Transport Workers Union of Australia, New South Wales Branch ("Union") and Chubb Security Services limited ("Chubb").

3.2. This agreement covers employees of Chubb employed in New South Wales at the locations set out below (whether members of a union or not) and whose employment is regulated by the Transport Industry - Cash in Transit (State) Award; the Cash Transportation (Non-Armoured Vehicles) Interim Award, as varied, and who are performing work covered by this Agreement at:

3.2.1. 702 Mowbray Road, Lane Cove;

3.2.2. 17 Ayrshire Crescent, Sandgate; and

3.2.3. 110 Gipps Street, Wollongong.

3.2.4. The parties agree to negotiate conditions for new depots opened during the life of this agreement.

4. Duration

4.1. The nominal period of operation of this Agreement shall be 28 months and the Agreement shall operate on and from 1 April 2004 and expire on 31 July 2006.

4.2. The parties commit to entering into negotiations at least three months prior to the expiration of this agreement in order to facilitate a new agreement to take effect on and from 1 August 2006.

5. Objects

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

5.1. Contract retention, future business development and strong growth by Chubb.

5.2. Job security for employees.

5.3. A good return on investment for Chubb.

5.4. Good wages and other benefits for employees.

5.5. Ongoing effective training and development of employees.

5.6. A safe and efficient work environment.

5.7. The removal of restrictive work practices.

6. Relationship to Other Awards

6.1. This agreement replaces all previous agreements and shall be read and interpreted in conjunction with the Transport Industry - Cash in Transit (State) Award provided that in relation to the matters specified above, this Agreement prevails over any provisions in the Transport Industry - Cash in Transit (State) Award or any award rescinding or replacing those awards dealing with the same subject matter.

7. Employees' Duties

7.1. Every employee must at all times:

7.1.1. perform his/her duties with due care and diligence;

7.1.2. comply with the lawful instructions of Management and the Workcover CIT Code of Practice;

7.1.3. not engage in inappropriate behaviour; and

7.1.4. comply with policies, procedures and rules in operation.

- 7.2. In respect of policies, procedures and rules, subject to the law these may deal with inter alia such matters as safe work practices; personal grooming and appearance; clothing and footwear; attendance at training programs; behaviour and performance standards; consumption of alcohol; unauthorised absences; provision of full and accurate information; and, specific work practices. If at any stage an employee is in doubt about current requirements, then he/she must seek clarification from his/her Supervisor without delay.
- 7.3. All grievances and disputes about industrial matters or any difficulty in relation to the content or application of Chubb Security Services policy and/or procedures must be handled strictly in accordance with the steps set out in the settlement of disputes procedure contained in this agreement.
- 7.4. All union or employee initiated meetings during working time for union business must be at an agreed time for a short duration and without disruption to the operations of the business. Employees shall be entitled to be paid TWU meetings per annum for a period of one hour per meeting.

8. Safety, Training and Technology

- 8.1. The parties to this agreement commit to maintaining and achieving legislated obligations to occupational health and safety, through the process of continuous improvement in safe systems of work, operating procedures, work environment and equipment.
- 8.2. The parties also agree that technological improvement is essential to develop a more safe, efficient and productive workforce. The Company undertakes to implement new and improved operational technology as appropriate and the acceptance and training of employees in this technology will be supported by all parties.
- 8.3. Chubb maintains a high commitment to training of its personnel.
- 8.4. Chubb reaffirms its policy of providing necessary training for all employees to meet operational requirements. All Chubb required and approved training will be provided at no cost to employees. Where practicable and provided there is no disruption to normal operations, training will be conducted in the period Monday to Friday.
- 8.5. Training will so far as practicable be provided during ordinary hours; however, voluntary Saturday training will be continued for employees. Payment for training on Saturdays is limited to time and a half at the ordinary rate of pay. Payment for travelling expenses to a place that is not the person's normal place of employment shall be made by the company at the appropriate Australian Tax Office kilometre rate. Alternatively the company shall provide a vehicle to transport the employee/s. Travelling time paid shall be the accrued time taken to travel from the person's normal place of work, to the place of training and return.
- 8.6. All new employees whose employment is covered by this agreement will be employed at Grade 1 level and receive the necessary training to assist in progression to a higher grade. Prior to progression to a higher grade the employee must satisfy all requirements of the Grade 1 classification as detailed at Appendix 3. Chubb commits to provide, and employees commit to participate in, training to reach higher grades. It is agreed that training in ATM and TVM servicing will occur in all Yards.
- 8.7. The Company shall promote through its training programs professional excellence, health and safety, improved understanding of the Agreement and general industrial rights and obligations, for the mutual benefit of Chubb and its employees.
- 8.8. All employees shall be trained and assessed as competent by reference to established industry competency standards. On-the-job training may be conducted by designated persons who have in the least completed the 'train the trainer' or 'training small groups' module of the VETAB Workplace Assessor Course or equivalent. A VETAB accredited trainer must complete assessments as to an employee's competence to perform cash-in-transit work, including his or her competence in the use of all safety equipment, prior to the employee concerned commencing work within the terms of this agreement.

9. Rates of Pay and Wage Increases

- 9.1. During the life of this agreement the following wage increases shall be paid to employees at Lane Cove, Newcastle and Wollongong:
 - 9.1.1. 4 % from the first full pay commencing on or after the date that the agreement is certified. In addition, employees at Lane Cove will receive a 2% increase to bring their wage rate into line with that of employees at Newcastle and Wollongong.
 - 9.1.2. 4% from the first full pay commencing one year after the date that the agreement is certified provided a minimum of 70% of all runs out of Newcastle and Wollongong are two-person operations and 50% of runs out of Lane Cove are two-person operations. If these levels are not achieved at a branch, a 3% increase shall be paid at that branch.
 - 9.1.3. 2% from the first full pay commencing two years after the date that the agreement is certified provided a minimum of 90% of all runs out of Newcastle and Wollongong are two-person operations and 60% of all runs out of Lane Cove are two-person operations. If these levels are not achieved at a branch, a 1% increase shall be paid at that branch.
- 9.2. The rates of pay applicable under this agreement are contained in Appendix 1 and the implementation of those rates of pay shall be in accordance with the "Flexible Crewing Implementation Agreement" at Appendix 5 of this agreement.
- 9.3. In addition a "Flexible Crewing Allowance" of \$2.50 per hour for all hours worked will apply for Armoured/Non-Armoured Vehicle Operators (AVO's) and Escorts actually performing two-person work. This allowance will be increased in line with the wage increases provided for in this Agreement and as indicated in Appendix 1.
- 9.4. The flexible crewing allowance shall apply to coin truck operators willing to perform two-person crew work upon achievement of a 50% roll out of two-person crewing at Lane Cove if, for operational reasons, the company cannot engage these employees in two-person crew operations.
- 9.5. Turret hands who are willing to be rostered on to two-person crewing operations will be entitled to the flexible crewing allowance once the roll out of two-person crewing has been achieved to a level of 70% at Lane Cove and 90% at Newcastle and Wollongong and has been maintained for a nine-month period.
- 9.6. This flexible crewing allowance shall not form part of the ordinary hourly rate of pay until such time as the implementation of two-person crewing has been achieved to a level of 90% of runs at Newcastle and Wollongong and 70% of runs at Lane Cove and maintained for a period of nine months or from 1 June 2005 which ever is the earliest date. At this point the flexible crewing allowance will be incorporated into the ordinary hourly rate, and shall apply to all entitlements.
- 9.7. Should two-person crewing operations cease for any reason other than that beyond the control of the employee/s, the flexible crewing allowance or flexible crewing allowance component of the ordinary hourly rate will cease to be paid to employees who will not participate in two-person operations until such time as there is a return to two-person crewing operations.

10. Ordinary Weekly Rate of Pay

- 10.1. In respect of superannuation contributions, workers' compensation payments and payments due in respect of paid leave periods and public holidays, "ordinary time" pay shall be, subject to applicable legislation, calculated only on the basis of the employee's ordinary weekly rate of pay for their classification under this agreement, plus any applicable shift loading and weekly allowances in the Transport Industry - Cash in Transit (State) Award, and exclude all extraneous allowances, loadings, bonuses, incentive payments and the like.

11. Two-Person Armoured Vehicle Operations

- 11.1. Subject to the CIT Code of Practice and awards or any other agreed legislative document that deals with crewing levels, in the context of this agreement this means:
 - 11.1.1. Two-person armoured crewing; or
 - 11.1.2. Two-person armoured crewing with escort; or
- 11.2. Leave is reserved to vary the agreement (for example, to provide for street operations on a three man out basis) by consent or where legislative or award provisions alter with respect to footpath manning levels.
- 11.3. The parties to this agreement are committed to and agree to the safe and ongoing operation of two-person armoured crewing arrangements as the primary operating crewing method utilised to provide cash in transit services.
- 11.4. This agreement eliminates any restrictions upon the level of two-person armoured crewing unless detailed separately in this agreement and does not preclude the implementation of two-person armoured crewing on a two-person out basis in relation to any particular category of work. Two-person crewing will extend to work performed for or in connection with financial institutions.
- 11.5. All employees shall participate in two-person crewing as necessary to meet the operational requirements.
- 11.6. The employees performing two-person crewing shall be properly trained and assessed in procedures and the use of safety devices. All work shall be carried out in a manner consistent with the CSI assessment and two-person crewing procedures.
- 11.7. Satisfying the aim of this agreement requires the successful introduction of standardised operational procedures, industry best practice, improved and safe methods of work, balanced risk assessments, advanced technology and suitably modified vehicles.
- 11.8. In the event of a GPS failure, each armoured vehicle operating in two-person crew mode shall cease to perform cash-in-transit work until such time as Management are able to provide resources to operate in three-person crew mode or the GPS system is restored, whereupon two-person crew operations will immediately recommence. The company delegates and the union commit to work together to devise an acceptable alternative duress system in the event of the failure of the primary duress system.

12. Two-Person Non-Armoured Vehicle Operations

- 12.1. Subject to the provisions of the CIT awards, two-person (non-armoured) operations may be performed in accordance with this agreement.
- 12.2. Employees performing non-armoured operations will be paid in accordance with the rates of pay described in Appendix 1.
- 12.3. Existing employees at the date of certification of this agreement will be required to perform two-person (non-armoured) operations only on a volunteer basis.
- 12.4. Employees covered by this agreement may be utilised to transport cash into financial institutions on behalf of commercial clients on a two-person crewing basis. Employees shall not transport cash for or on behalf of a financial institution by means of a non-armoured vehicle to or from the premises of a financial institution.
- 12.5. No multi-carries will be conducted by non-armoured operations.
- 12.6. In the event of a GPS failure each non-armoured vehicle shall cease to perform cash-in-transit work until such time the GPS system is restored. The company delegates and the union commit to work

together to devise an acceptable alternative duress system in the event of the failure of the primary duress system.

13. Classifications and Definitions

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

14. Security Licences

- 14.1. Where an employee is regularly available for operational requirements, Chubb shall agree to pay on an annual basis direct to the appropriate licensing body the employee's renewal cost for the appropriate security industry licence (Category "1A") and firearms accreditation/licence (revolver/category "H") and also the first aid accreditation that each employee must hold. All licences will be paid for upon receipt.
- 14.2. If an employee leaves the employment (excluding redundancy) of Chubb prior to the expiration of an individual licence which has been paid for by the Company, then a deduction will be made from any monies owing to that employee upon the termination of employment for the balance of any full year amount of the licence(s) fees.

15. Confidentiality and Intellectual Property

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

16. Other Matters

Other matters agreed between the parties are contained at Appendix 3.

17. Settlement of Disputes

- 17.1. Subject to the provisions of the Act, any dispute shall be dealt with in the following manner:
- 17.2. The employee or an employee/union representative on the job and the appropriate Supervisor shall attempt to resolve the matters at issue in the first place.
- 17.3. In the event of failure to resolve the dispute at job level, the matter shall be the subject of discussions between an employee or employee/union representative and the workplace manager.
- 17.4. Management, employees and union will make every endeavour to resolve the dispute via the steps at subclauses (a) and (b) within 48 hours of the dispute arising.
- 17.5. Should the dispute still remain unresolved, the employee or employee/union representative shall confer with Senior Management and, if appropriate, the union.
- 17.6. In the event of no agreement being reached at this stage, the dispute shall be referred to the Industrial Relations Commission for resolution, subject to the parties' legal rights of appeal and in general. Notwithstanding the timelines set out in this clause, a dispute may be referred to the Commission at any time.
- 17.7. All work shall continue without disruption while these discussions are taking place. Where a dispute arises and where both reasonable and practicable, the circumstances existing immediately prior to the dispute arising will remain save for where the dispute relates to a termination of employment.

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

18. Risk Assessments - Involvement of the Consultative Committees and Employee/Union and OH&S Representatives

- 18.1. All new Customer Site Inspections (CSI) will be made available by way of posting on the relevant branch notice boards for a period of no less than five working days so that the employees and the elected employee/union representatives may raise issues and objections for further consideration by the State Security Manager.
- 18.2. With respect to those sites which have been reassessed, the same process as point 18.1 shall apply. Also, a copy of the revised assessment will be provided to the elected employee/union representative. They will then discuss the assessment, where a concern arises, with the relevant Branch Supervisor.
- 18.3. If there is disagreement about the risk assessment, then it will be dealt with in accordance with the settlement of disputes process.

19. Full and Final Settlement

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

Signatories

Signed in agreement for and on behalf of the Transport Workers Union of Australia, (New South Wales Branch)

Tony Sheldon
State Secretary

Name: Tony O'Donnell
(Witness)

Dated: 21/4/04

Signed in Agreement for and on behalf of Chubb Security Services Limited

Maurice Carr
Managing Director

Name: S Farahar
(Witness)

APPENDIX 1

RATES OF PAY

The following ordinary weekly rates of pay will apply for Lane Cove, Newcastle and Wollongong Depots from the first full pay period commencing on or after the dates indicated, subject to the terms of this Agreement.

Classification	Current Rate of Pay as at 31/12/03 \$	Rate of Pay as at 1/4/04 \$	Rate of Pay as at 1/04/05 \$	Rate of Pay as at 1/04/06 \$
Trainee Hourly Rate	17.26	17.95	18.66	19.04
AVO (Two-person Armoured/Non-Armoured) Hourly Rate	19.17 (18.79 @ Lane Cove)	19.94	20.74	21.15
Operations Support (where applicable) Hourly Rate	20.33	21.14	21.98	22.42
Trainee Weekly Rate	655.69	681.92	709.19	723.38
AVO (Two-person Armoured/Non-Armoured) Weekly Rate	728.51	757.65	787.95	803.71
Operations Support (where applicable) Weekly Rate	772.40	803.30	835.43	852.14
Flexible Crew Allowance	20.00 per day	2.60 per hour	2.70 per hour	2.76 per hour

The ordinary hourly rates in the above table are to be used for the calculations of casual hourly rates, overtime and any allowances (including shift) and other payments subject to the terms of this agreement.

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

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

Any rates of pay increase resultant from the achievement of levels of two-person crewing;

Two key safe allowance;

Lunch on road allowance;

RBA allowance;

AM/PM crib payment; and

Annual leave loading.

The following payments shall remain as per the award:

Shift allowance entitlement; and

Union Picnic Day.

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

Classification	Current Casual Rate of Pay as at 31/12/04 \$	Casual Rate of Pay as at 1/4/04 \$	Casual Rate of Pay as at 1/4/05 \$	Casual Rate of Pay as at 1/4/06 \$
Trainee	19.84	20.64	21.46	21.89
AVO (Two-person Armoured/Non- Armoured)	22.05	22.93	23.85	24.32
Operations Support (where applicable)	23.38	24.31	25.28	25.79

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

The rates of pay and other payments referred to in Appendix 3 where expressed as a flat amount will be adjusted in line with the percentage increases contained in this agreement and at the operative dates indicated and payable under this agreement.

APPENDIX 2

CLASSIFICATIONS AND JOB DESCRIPTIONS

Grade 1 - Trainee

Prerequisites

Class "MR" NSW RTA Drivers Licence (within 3 months of commencement)

NSW Security Licence "1A"

NSW Firearms Licence "Category H"

NSW Firearms Accreditation

Duties

Courier

Escort

Yard Person

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

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

Grade 2 - Armoured and Non-Armoured Vehicle Operator

Prerequisites

Successful completion of competency based training as per Grade 1

Obtained "MR" Licence

Duties

AVO (including armoured and/or non-armoured operations)

Driving

Vehicle Escort

3rd Person Escort (Field Support Officer) as directed

Collection and delivery of cash and valuables

Servicing ATMs

Guarding and escort work

Rear guard (where applicable) - associated clerical work

Where required assist with operations support - pistol issue, buttons, AM/PM control, etc.

Courier

Duties of Grade 1

Other duties as reasonably requested

Grade 3 - Operations Support

Prerequisites

As per Grade 2

Must have successfully completed all relevant competency training

Others nominated by Chubb as required.

Duties

Operational support - pistol issue, buttons, AM/PM control, etc.

AVO duties and other duties as required

APPENDIX 3

OTHER MATTERS

1. Contract of Employment

- (a) Chubb Employees Must at All Times Treat the Customer, the Customer's Customers, Members of the Public, and Chubb Personnel With the Utmost Respect and Courtesy.

- (b) New weekly employees shall be employed on a minimum of three months' probation, during which time employment may be terminated on one week's notice or pay in lieu thereof.

2. Hours of Work

- (a) The "ordinary hours" of work, for full-time employees employed at the date of certification of this agreement, exclusive of meal breaks shall be an average of 38 hours consisting of eight hours per day, but may be up to 50 ordinary hours. Tea money shall apply where an employee works more than two hours after daily rostered ordinary hours.
- (b) The first two hours worked on any day Monday to Friday following an eight-hour shift shall be paid at the ordinary hourly rate of pay. Thereafter for the next two hours the rate of pay shall be time and one half and then double time. Permanent employees being provided preference for work over PPT's and Casuals.
- (c) The spread of ordinary hours shall be for armoured 0500 hours to 1930 hours and for non-armoured 0500 hours to 2000 hours, Monday to Friday. The spread of ordinary hours may be varied by an agreement in writing between the employees, the company and the union.
- (d) Starting times may vary for armoured vehicle operators within the span 0500 hours to 0930 hours and for non-armoured vehicle operators within the span 0500 hours to 1130 hours, Monday to Friday. Each full-time or part-time employee shall have a rostered starting time each day of the week, set by notice of at least seven days except, in the event of extraordinary circumstances or during periods of high operational demand, an employee's start time may be varied with less than 24 hours notice in consultation with the affected employee and if required the employee/union representative.
- (e) Shifts worked outside of the hours of operation (e.g. in relation to night processing) will be implemented in accordance with the award and in consultation with the affected employees.
- (f) The minimum break between shifts shall be eight hours.
- (g) PPT's and casuals that are employed at the date of certification of this agreement shall be guaranteed for the nominal life of this agreement a minimum of eight hours per day on any day worked.
- (h) Existing part-time employees employed at the date of certification of this agreement shall be guaranteed for the nominal life of this agreement a minimum of 24 ordinary hours per week consisting of at least three eight-hour shifts.
- (i) New permanent part time employees may be worked a minimum of three days to a total of 20 hours in any Monday to Friday week. Each day must be a minimum of six ordinary-time hours. This clause does not apply to casuals employed at the date of certification of this agreement that are converted to permanent part time.
- (j) New casual employees shall be entitled to a minimum payment of four hours for each day worked. There will be no discrimination between the categories of new and existing casuals where the purpose or effect is to avoid the engagement of casual employees entitled to eight hours minimum pay per start.
- (k) Where a permanent employee is not called in on a Public Holiday, the employee shall be paid as per the award. Where the employee is required to work, the employee shall be paid in accordance with clause 16, Holidays, in the award.
- (l) Where a system of rostered days off is applied, the employee may take a rostered day off on Monday to Friday with seven days notice unless the employer does not provide approval based on operational requirements. Notice of this non-approval shall be provided to the employee seven days prior to the proposed rostered day off. Part-time employees are not entitled to rostered days off.
- (m) Provided that once allocated, rostered days off may be varied by:
 - (i) The Supervisor, by approval of an application made by an employee based on special personal need.

- (ii) Rostered days off may be accumulated up to a maximum of 12 days (96 hours).
- (n) Where requested by the employee and agreed to by the employer, the company may pay out part of (minimum 4 days per election), or the whole, of accrued RDO's. This cash out option will only be available June and December each year. RDO accruals in excess of 96 hours will automatically be cashed out.
- (o) Work performed by an employee on a RDO will be paid at the ordinary rate of pay plus a day in lieu.
- (p) Current paid lunch breaks shall not be less than 30 minutes.

3. Weekend/Public Holiday Work

- (a) For all hours worked by an employee, including casual employees, on a weekend, a four hour minimum engagement shall apply.
- (b) For the first 10 hours worked by an employee, including casual employees, on a Saturday, the rate will be time and a half worked (i.e. 1.5 x the ordinary hourly rate) and double time for each hour worked (i.e. 2 x the ordinary hourly rate) thereafter.
- (c) For all time worked by an employee, including a casual employee, on a Sunday, the hourly rate will be double time (i.e. 2 x the ordinary hourly rate) for each hour worked.
- (d) An employee working on Christmas Day or Good Friday shall be paid double time for each hour worked.
- (e) A weekly employee who would have been rostered for work on a public holiday shall be paid the ordinary time for the day.
- (f) The weekend work payments and public holiday payments are in substitution for any other casual, weekend or overtime allowances, rates, loadings or penalties.
- (g) The amount of work rostered on a Saturday and Sunday will be determined by the client's requirements.

4. Public Holidays - Part-Time Employees

A part-time employee will be entitled to receive payment for a public holiday which does not fall on his or her ordinary rostered day on the following basis:

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

5. Overtime and General Overtime Requirements

- (a) Employees may be required to work overtime of up to 20 hours per week (irrespective of any public holidays which may fall throughout the week) to enable the completion of set Runs. These 20 hours

represent actual time worked. In exceptional circumstances of operational necessity, in consultation with the union representative and by mutual agreement with the employee, a greater amount of overtime may be worked with due consideration to occupational health and safety, RTA obligations.

- (b) Where practicable, reasonable efforts will be made for overtime to be shared by weekly employees subject to weekly employees' availability to work overtime.
- (c) It is agreed and understood that the nature of daily runs and cash-in-transit operations where customer requirements may change on short notice may require employees to work overtime on any particular day. The company agrees to schedule runs of 8.5 hours where practicable.
- (d) Any difficulty in relation to an excessive overtime requirement of employees, the unreasonable allocation of 'specials', where a daily run is claimed to be overly compressed or non-manageable or in relation to overtime more generally, the consultative process described herein will apply in order to resolve the difficulty.

6. Tvm Call-Outs

- (a) Where an employee covered by this agreement performs a TVM call-out, a flat payment per call-out will apply (currently \$54.07) for the first 1.5 hours of work (irrespective and inclusive of any other payment relating to the number of machines serviced during this time). This rate shall be increased in accordance with percentage increases contained in this agreement.
- (b) All time worked in excess of the first 1.5 hours will be paid at the appropriate ordinary rate of pay specified at Appendix 1.
- (c) Stand-by provisions will be as per the award, provided that the stand-by payment will not be forfeited in the event of a call out.

7. Recalls

- (a) Where an employee covered by this agreement performs a Recall, a minimum engagement of four hours shall apply to be paid at the rate of time and one half.

8. General Operations

- (a) Employees shall be required to immediately clock off at end of operational work availability, wash up shall be post shift and a time of 10 minutes will be added to each employee's time card per day.
- (b) Parking fines shall be paid by the Company only when incurred in the normal course of Run operations. Offences as identified in the Cash-in-Transit Industry Guidelines will only be paid by the Company under special circumstances and in consultation with union representatives.
- (c) Street directories will be issued to vehicles where appropriate by signing out/in daily.
- (d) The Company shall provide fresh and adequate supplies of tea, coffee and milk in the lunch rooms.
- (e) An employee must have completed six months employment and have an accrual of up to or in excess of two weeks' leave before being permitted to take two weeks or greater annual leave at any one time. All leave must be authorised prior to leave being taken.
- (f) Unless extraordinary circumstances exist applications for annual leave must be submitted at least 10 days prior to the proposed leave commencement and will either be approved or rejected by Management within five days from receipt of the leave application where proposed leave is taken within a month of application.
- (g) Employees are required to notify the employer of an inability to attend work and, as far as practical, state the nature of any illness or injury or the reason for non attendance. This must be done by

contacting the Supervisor as early as practical and prior to Shift start wherever practical. Failure to do this may result in the absence being unpaid.

9. Escorts

Escorts sites will be determined solely in accordance with a CSI report on a job-by-job basis and to comply with all statutory requirements.

Any dispute or difficulty regarding CSI reports and Escort allocations will be submitted to the State Security Manager for review and further recommendation to Management.

Operational procedures shall not depart from the Security Assessment where a site is determined that a third person escort is required. Security personnel may revise a site's status in relation to the use of escorts and determine a change to arrangements. Any reassessments shall take place in accordance with the appropriate provisions of this agreement.

Where a site is changed from an Escort site to a non-Escort site, Management will consult with the relevant Consultative Committee/union representatives.

10. FLR Technicians (Newcastle Only)

A First Line Recovery ('FLR') Technician shall not be required to carry a firearm in circumstances where he or she is attending an ATM facility and cash is not exposed or where cash is exposed and the work is being undertaken by a two-person crew of which he or she is part and where the second person accompanying the FLR Technician is armed.

Where cash is not exposed, an FLR Technician may work one out (without second AVO or guard).

11. Licence Fees

Should an employee leave the employment (excluding redundancy) of the employer prior to the expiration of an individual licence which has been paid for by the Company, then a deduction will be made from any monies owing to that employee upon the termination of his/her employment for the balance of any full year amounts of the licence fees.

12. Vehicle Carry and Footpath Limits

To ensure that business requirements and service levels can be planned the following will apply:

- (i) Operational Armoured footpath and vehicle carry limits as set out in the Confidential Annexure are to align with the "Company Authorised Carrying Limits" valid at the time of certification of this agreement for both commercial work and ATM's.
- (ii) Should the Company Authorised Carrying Limits be raised during the life of this agreement there shall be discussion between Management and the union representatives on operating at these limits. Limits shall be amended by mutual agreement.

13. Employment Opportunities

- (i) Alternative Duties

Where there is the necessity for rehabilitation in the workplace, the Company agrees, where operationally practical and restrictive duties permit and no compromise to security will result, to source and make available other opportunities for employment within Chubb Security Services.

Example: Cash Room Duties, Coin Room Duties, Administration Functions, Non-armoured and other opportunities which may arise from time to time. The rates provided in this agreement shall apply to these positions.

(ii) Employment Process

Evaluation Procedures for Promotion have been developed and documented to provide for a transparent and fair process for the selection and appointment of employees (including casuals) to permanent and permanent part time positions.

The minimum staffing levels for permanent full time employees will be based on the shift requirement for the lightest operational day of the week.

The procedures include:

- (a) Clearly defined selection criteria which will encompass five key areas and a process of evaluating each application:

Personal skills, 30%;

Work skills, 25%;

Personal conduct, 20%;

Availability, 15%; and

Seniority, 10%.

A short list and selection will be determined from the total number of applications by way of a process involving the following criteria:

- (a) Attendance record.
- (b) A selection process based on work performance and competency to perform the required duties.

(iii) Employment of Casuals

The employees agree to the employment of Management (does not include Contractors) to fill gaps during peak periods of operation and where practical in order to prevent the employment of casuals for short periods of time. These Management employees must be fully trained and hold the appropriate licences.

14. Redundancy

The Transport Industry - Redundancy (State) Award shall apply to redundancy situations affecting employees bound by this agreement. This redundancy agreement shall remain in effect and continue upon the commencement for the life of this agreement. It is a term of the agreement that there shall be no further claims in relation to redundancy during the life of the agreement.

APPENDIX 4

UNION DELEGATES RIGHTS AND RESPONSIBILITIES

The aim of this appendix is to outline the rights and responsibilities of the appointed NSW Branch Delegates and Co-Delegates (Delegates).

The delegates are first and foremost employees of the Company and have the normal rights and responsibilities attaching to their position. In addition, they have the following rights and responsibilities as a result of their nomination as union representatives of their members on site

Delegates Rights:

The right to be treated fairly and to perform their role as a delegate without discrimination in the workplace.

The right to formal recognition by the employer that endorsed delegates speak on behalf of the union members in the workplace.

The right to bargain collectively on behalf of those employees.

The right to consultation and access to information about the workplace and the business.

Delegates will be released for official union business for up to five days in any one year per delegate. There shall be no accrual or transfer from one delegate to another of unused time off. All further time off for these meetings/issues shall be from delegate's accrued leave (not sick leave). All time paid shall be at the ordinary time rate.

From time to time delegates shall be released for appropriate union training or development to ensure that they possess a capability and understanding of appropriate and acceptable negotiation and facilitation skills. The number of days in any one year will be dependant upon the requirements of any individual delegate as determined by joint discussion between a TWU official and the State Manager. All time paid shall be at the ordinary time rate.

The right to place union information on the appropriate notice board.

Delegates responsibilities will include:

Gaining an understanding of enterprise agreement undertakings.

Representing the views of all members.

Representing union members fairly and accurately in negotiations and with individual grievances.

Co-operating in the process of the safe, successful and timely introduction of any and all initiatives agreed within the current enterprise agreements.

Providing prior notice to the Supervisor of any period of absence from normal AVO duties as a result of the delegate responsibilities. All delegate absences from the normal place of work (including industrial relations appearances) must be notified to Site Management by a NSW TWU official in advance. It shall be the delegate's responsibility to ensure this occurs. Absence shall be without pay unless specifically authorised in advance by either the NSW Transport Manager or the NSW State General Manager. Time paid for delegates authorised to participate in such activities shall be paid for hours worked or a minimum of nine hours.

During their normal hours of duty, as employees the, delegates must wear Chubb Uniform at all times. This will include during meetings and negotiations with the Company. Following completion of meetings/discussions during normal rostered hours, delegates will immediately report back to the Supervisor to be reallocated work duties where available or to seek permission to cease work.

APPENDIX 5

ENTERPRISE IMPLEMENTATION AGREEMENT

Definition of full implementation of two-person crewing shall mean (unless defined elsewhere in this Agreement) that each and every job that is currently being performed in three-person crew mode shall be performed by a two-person crew. Field Support Officers will be provided as dictated and in accordance with the CSI.

Two-person crewing will be rolled out in the following manner:

Lane Cove Flexible Crewing Implementation Plan

No Trucks	Start Date	Mon	Tue	Wed	Thu	Fri	% Age Implemented
1	19.4.04	20.1	22.1	27.1	23.1	26.1	5%
2	26.4.04	24.1	28.1	28.1	24.1	23.1	11%
3	3.5.04	26.1	29.1	21.1	25.1	25.1	16%
4	10.5.04	28.1	23.1	22.1	27.1	28.1	21%
5	17.5.04	29.1	24.1	25.1	28.1	20.1	26%
6	24.5.04	25.1	26.1	26.1	29.1	24.1	32%
7	31.5.04	23.1	25.1	10.1	26.1	29.1	37%
8	7.6.04	10.1	10.1	1.1	22.1	27.1	42%
9	14.6.04	2.1	6.1	4.1	10.1	10.1	47%
10	21.6.04	3.1	7.1	7.1	3.1	3.1	53%
11	28.6.04	5.1	5.1	9.1	5.1	7.1	58%
12	5.7.04	6.1	2.1	6.1	6.1	6.1	63%
13	12.7.04	7.1	20.1	5.1	7.1	4.1	68%
14	19.7.04	9.1	21.1	24.1	20.1	2.1	74%
15	26.7.04	4.1	27.1	23.1	21.1	1.1	79%
16	2.7.04	21.1	1.1	20.1	2.1	22.1	84%
17	9.7.04	22.1	15.1	15.1	1.1	21.1	89%
18	16.7.04	1.1			15.1	15.1	95%
19	23.7.04	15.1					100%

Newcastle Flexible Crewing Implementation Plan

No Trucks	Start Date	Mon	Tue	Wed	Thu	Fri	% Age Implemented
1	19.4.04	84	82	81	84	83	20%
2	26.4.04	85	81	82	81	81	40%
3	3.5.04	82	85	84	83	82	60%
4	10.5.04	81	83	0	82	86	80%
5	17.5.04	83	0	0	86	85	100%

Wollongong Flexible Crewing Implementation Plan

No Trucks	Start Date	Mon	Tue	Wed	Thu	Fri	% Age Implemented
1	19.4.04	73.1	73.1	73.1	73.1	73.1	20%
2	26.4.04	75.1	75.1	75.1	75.1	75.1	40%
3	3.5.04	77.1	77.1	0	72.1	76.1	60%
4	10.5.04	77.1	77.1	0	72.1	76.1	80%
5	17.5.04	79.1	79.1	79.1	79.1	79.1	100%