

ACCC Statement of Preliminary Views Linfox
Armaguard Pty Ltd & Prosegur Australia Holdings Pty
Ltd Proposed Merger



Submission by Transport Workers' Union of Australia
Level 9, 447 Kent Street
Sydney NSW 2000

Authorised by Nick McIntosh, Assistant National Secretary, Transport Workers' Union of
Australia

About the Transport Workers' Union of Australia (TWU)

The TWU represents 70,000 transport workers across Australia's aviation, oil, waste management, gas, road freight transport, passenger vehicles, CIT and freight logistics industries. The TWU also represents workers in the emerging 'gig-economy' which include rideshare, food delivery and gig-based parcel delivery workers.

With over one hundred years' experience in conducting Australia's passenger and freight task, the TWU has been proactive in establishing industry standards that improve the lives and safety of transport workers, their families, and the community. This work has included a long history of establishing innovative systems which have, among many things, helped to ensure that all transport workers regardless of their classification have access to fair rights and entitlements.

In CIT, the TWU represents thousands of workers including subcontractors and have significant memberships at both Armaguard and Prosegur. The vast majority of Armaguard and Prosegur workers are employed under union collective agreements.

The proposed merger of Armaguard and Prosegur

An industry in crisis

The TWU welcomes the opportunity to make a submission to ACCC on the proposed merger of Armaguard and Prosegur. While the ACCC's statement of preliminary views outlines some of the underlying issues and concerns about the proposed merger, the TWU would like to provide some context on the state of the industry and request the ACCC to consider the impact that under regulated and unsustainable competition has had not only on the market but its workforce and the general public.

The CIT industry is an industry in crisis, precipitated by the pandemic. All stakeholders including customers like the big four banks and major retailers must bear some responsibility. The TWU is concerned that the submissions to date have been focused on a narrow view on the impact the move from two to one major CIT provider will have on what amounts to the customer's ability to continue to further drive down safety and industrial standards and cut contracts costs. This is not fair or sustainable competition.

Further, discussions around more cost cutting, more restructuring, diversifying, joint ventures, other possible entrants to the market should be considered in the context of the public good. CIT workers at both companies have borne the brunt of the company having to implement these measures. It has seen them lose their jobs, forced to take pay cuts, reduce their entitlements, created job insecurity, hampered their ability to bargain with their employers, and, created sub-standard safety conditions that in some instances have resulted in the loss of life.

The TWU opposes the view that two companies must be forced to continue to operate on the basis that it is 'good for competition'. This model has not worked in CIT and under the

current system the TWU cannot fathom how it could continue to work without one going into administration. If there were better enforceable regulatory standards, one that can address the link between pay and safety and hold all parties accountable there may be room in the market for two or more major suppliers of CIT services.

The issues in this industry have been well documented. The now abolished Road Safety Remuneration Tribunal (RSRT) was one such body that had within its remit to address the pressures in the industry. In 2015, it released its final report on its *Inquiry into the sectors in the cash in transit industry*, this report contains a useful summary into the issues and its intersection with competition. The report highlights that CIT is one of the most dangerous industries in Australia and the decline in safety standards and rise in subcontracting over many years can be partly attributed to the impact of client/customer pressure. A copy of the report is attached as part of this submission.

Supply chain pressures and bargaining power

It is the TWU's view that issues like declining volumes of banknotes being transported and processed and falling capacity utilisation are the consequences of the industry pressures leaving them unable to fairly negotiate or enforce terms with changing customer requirements and consumer demand. For example, a service contract with one major retail chain was once contracted for \$19 million and is now only \$9 million despite inflationary pressures and costs going up. In another case, a major bank has requested 15% worth of reductions despite the company experiencing 25% higher on costs.

While the ACCC may view this as healthy competition, it has real and serious impacts on the safety of workers and the public. The RSRT's CIT inquiry quotes from Linfox Armaguard's submission that "the practice of customer in focusing on reducing cost of services at any cost, has been detrimental to safety and security considerations for the CIT Industry."¹ The company provided further comments on its experience with customer response to safety and security considerations:

"The first common response is for customers to disregard or be unaware of their responsibilities under the WHS Act and require the CIT Business to take absolute liability for all matters, regardless as to whether the safety or security risk pertains to the CIT activities being performed at a customer's site.... The second common response is for customers to ameliorate their liability for safety and security matters by passing it off to the CIT Businesses. This includes imposing contractual conditions and indemnities on CIT Businesses for any losses suffered as a consequence of the provision of services under the Agreement with the Customer, regardless of the cause of the loss and any factors contributed to by the customer."²

This experience is supported by our members who agree that this is widespread behaviour amongst the banks and major retail chains to threaten the loss of a contract to negotiate significant discounts and outsource all responsibility. Practices like these reduces labour

¹ RSRT, *Inquiry into the sectors in the cash in transit industry, final report*, 2 March 2015, p. 38.

² *Ibid*, p.38.

costs, it reduces the ability for the CIT company to invest in safety and pushes good operators out of the sector.

It is misleading and disingenuous for major customers to minimise their bargaining power and claim price increases and a decline in service levels as reasons for the ACCC to not grant a merger as though they have played no part in driving standards and costs down. These contracts are unsustainable, and workers bear the consequences of that. The market sector where Armaguard and Prosegur have the largest market share that may be a red flag for the ACCC are not small or even medium sized businesses who have little bargaining power. The users of these services are Australia's largest most profitable corporations who can afford to absorb an increase in their contracts particularly considering how much they've cut out of it over the last decade. Price increases are not automatically anti-competitive or to the detriment of the public and service levels. It should reflect the actual cost and value of the service it provides. It should reflect fair, safe and sustainable standards for workers and the industry.

Public benefits and detriments and competitors

The TWU is alarmed by the ACCC's reference to the Deloitte's report on 'efficiencies' that could be found including site closures and reduction in fleet size. The discussion is framed around whether these efficiencies will be absorbed by the company or not. For workers it is not an argument about public versus private benefits, for them it means job losses, redundancies, redeployment away from where they have established roots, family and community, it may mean further cuts to their conditions, further compromises to safety. There are no benefits public or private unless the money used to ensure they can do their jobs properly and safely.

The TWU is also concerned by the ACCC's suggestion that safety standards should be appropriate to their [customers] business needs as if it is only up to the customer to determine. There must be industry standards where workers have a genuine voice on how their work is designed and carried out and these cannot be undercut by customers.

The TWU supports the view that cash and the distribution of it should be accessible to all – there is a social license operate in this industry. However, this should be the case regardless of which company or companies provide the service. There is scope within the government, the RBA, the banks and the retailers to ensure that this happens. The supply chain from the top needs to share in that responsibility.

If there are genuine concerns about the lack of competition or innovation in CIT, the customers themselves have the resources, financial and material, to support an existing CIT provider, start a new service or in-source. It appears that they have been unwilling to do because they know it is not a sustainable or profitable business venture to invest in. The TWU submits that there is a reason why this work was outsourced originally and urge the ACCC to consider that if some of Australia's biggest corporations have no incentive to enter or invest in the market, the existing players are unable or unwilling to secure investment to expand, the history of undercutting contracts and client pressure, then the lack of

competition (real or otherwise) will not be the cause of a decline in service levels, a lack of innovation or price increases.

The TWU doubts the merger will have a material impact on competition in this sector. The past and present behaviour of customers indicate that they will continue to outsource the work along with all the costs and risks associated with it using their size and scale to get the best deal while expecting existing players and new entrants to absorb the risks. Banks have been allowed by regulators to close numerous regional and city branches, sell of their ATMs to focus on their 'core' i.e. profitable parts of their business while using government infrastructure and support of businesses like Australia Post to support their commercial decisions.

Conclusion

Now is the time for all stakeholders in the industry (including the ACCC) to step up and support workers in this sector avoid administration and a further decline in standards. The actions of stakeholders in the supply chain have constrained the capacity of workers to bargain for better conditions. The TWU has a working relationship with both companies. Regardless of the merger decision, the TWU will be working with one or both companies along with the rest of the industry to lift standards particularly with the proliferation of unregulated soft skin work in the industry.



INQUIRY INTO THE SECTORS IN THE CASH IN TRANSIT INDUSTRY

Final Report

MELBOURNE, 2 MARCH 2015



MR STEVE HUTCHINS
MR PAUL RYAN

2 March 2015

Dear President Acton,

Final report of the inquiry into the sectors in the cash in transit industry

Further to your Statement of 9 July 2014 we now present the final report of our inquiry into the sectors in the cash in transit industry.

Following the publication of an interim report on 19 December 2015, nine parties made comments in response. These comments were considered in preparing the final report.

Consistent with the scope of the inquiry established by your Statement of 9 July 2014, the report provides an overview of the issues, incentives, pressures or practices affecting safety and fairness in the cash in transit industry that may be improved by a road safety remuneration order, as identified by parties.

Yours sincerely,

STEVE HUTCHINS

PAUL RYAN

TABLE OF CONTENTS

Contents	Page
A. Foreword	5
B. Abbreviations	6
C. Executive summary	8
D. Introduction	10
Chapter 1. Legislative framework of the Road Safety Remuneration Tribunal and background to the Inquiry	12
1.1 Background to the conduct of the inquiry	13
Chapter 2. Profile of the cash in transit (CIT) industry	15
2.1 Sectors of the CIT industry	15
2.2 Major operators in the CIT industry	16
2.3 Services provided by the CIT industry operators	18
2.4 Number of road transport drivers in the CIT industry	19
2.5 Payment methods for CIT industry workers	19
2.6 Subcontracting arrangements in the CIT industry	20
2.7 Armed Robberies in the CIT industry	21
2.7.1 Number of armed robberies in the CIT industry	21
2.7.2 Risk factors for armed robbery in the CIT industry	24
2.7.3 Safety measures used by organisations in the CIT industry	26
2.8 Summary	26
Chapter 3. Regulatory framework of the CIT industry	27
3.1 Licensing in the CIT industry	27
3.2 Other relevant regulation affecting the CIT industry	29
3.3 Summary	30
Chapter 4. Submissions regarding issues affecting safety and fairness in the CIT industry	31
4.1 Payments in the CIT industry	31
4.2 Sub-contracting	34
4.3 Higher risk operators in the CIT industry	34
4.4 Intelligent Banknote Neutralisation System technology	37

4.5	Supply chain/customer arrangements	38
4.6	Conclusion	39
Chapter 5.	Parties' proposals for matters which may be improved by a road safety remuneration order (RSRO)	41
5.1	Application and operation	43
5.2	Training and qualifications	45
5.3	Risk assessments	47
5.4	Safe operating procedures	49
5.5	Consultation	50
5.6	Vehicle standards	51
5.7	Cash limits	52
5.8	Personal protective equipment	54
5.9	Communications systems	55
5.10	Escort systems	55
5.11	Crewing levels	56
5.12	Requirements for particular categories of CIT work	56
5.13	Safe remuneration systems	57
5.14	Chain of responsibility	58
5.15	Drug and alcohol management	60
5.16	Summary	60
Chapter 6.	Conclusion	62
Appendix A.	Statement initiating the inquiry into the sectors in the cash in transit industry	76
Appendix B.	Conduct of the Inquiry	86
Appendix C.	Confidential: Overview of submissions regarding safety measures by parties in the sectors in the cash in transit industry	88
Appendix D.	Comparison of party proposed RSROs	89

List of Tables	Page
Table 2.1: Breakdown of Linfox Armaguard services by percentage	18
Table 3.1: Overview of Australian state and territory firearm and security licensing regulation	28

List of Figures	Page
Figure 2.1: Number of cash in transit armed robberies 1989–2008	23
Figure 2.2: Comparison of armed CIT operations with non-armed CIT operations in select European and South American countries	24

A. FOREWORD

Let's not lose sight on why we're here. It's the safety and wellbeing of all ...participating in this industry. ... This is what the RSRT is all about creating...

CIT is not an industry you dabble in. It's high risk and on occasions high reward to the criminals operating within our communities and worldwide...

All CIT employees deserve the right to enjoy employment in an industry that is safe, secure and rewarding as we all can possibly facilitate. Let's ensure outcomes from these proceedings have this in mind and can and will be enforceable.

—Peter Silk, Chief Operating Officer addressing the Road Safety Remuneration Tribunal Cash in Transit Inquiry on behalf of the Linfox Armaguard Group

Sydney, 13 November 2014

B. ABBREVIATIONS

APD	across-the-pavement device
ARA Security	ARA Security Services Pty Limited
ASIAL	Australian Security Industry Association Ltd
ABA	Australian Bankers' Association Incorporated
Australian Institute of Criminology report	Smith, L. and Louis E, 'Cash in transit armed robbery in Australia', <i>Trends & issues in crime and criminal justice</i> , Australian Institute of Criminology, no. 397, July 2010.
Business SA	South Australian Employers' Chamber of Commerce and Industry Incorporated t/as Business SA
CIT	cash in transit
IBNS	Intelligent Banknote Neutralisation System
Inquiry	Inquiry into the sectors in the cash in transit industry
Linfox Armaguard	Linfox Armaguard Group
Marks J decision	Industrial Relations Commission of NSW, <i>Transport Industry - Cash in Transit (State) Interim Award [2001]</i> decision, NSWIR Comm 220, Marks J, 21 September 2001.
NCR	NCR Australia Pty Ltd
OFSWQ	Office of Fair and Safe Work Queensland
Peterson Report	Industrial Relations Commission of New South Wales, <i>The Transport and Delivery of Cash and Other Valuables Industry Report to the Minister</i> , Matter no. IRC 1880 of 1995, Peterson J, 28 February 1997
PMA Protection Services	Paul Marsden & Associates Pty Limited t/as PMA Protection Services
PPE	personal protective equipment
Prosegur	Prosegur Australia Pty Limited
R & M Security Services	R & D McKenzie Security Services T/as R & M Security Services
RSR Act	<i>Road Safety Remuneration Act 2012</i> (Cth)
RSRO	road safety remuneration order
SSA	Security Specialists Australia And Security Specialists Melbourne Pty. Limited
SNP Security	Sydney Night Patrol & Inquiry Co Pty Ltd t/as SNP Security
Southern Cross Protection	Southern Cross Protection Pty Ltd
SPE	single person entry

Toll Secure

Toll Transport Pty Limited

Tribunal

Road Safety Remuneration Tribunal

TWU

Transport Workers' Union of Australia

WHS Act

Model Work Health and Safety Act 2011 (Cth)

Wilson Security

Wilson Security Australia Pty Limited

C. EXECUTIVE SUMMARY

The President of the Road Safety Remuneration Tribunal (Tribunal) initiated an inquiry into sectors in the cash in transit (CIT) industry (Inquiry) on 9 July 2014 by inviting written and oral submissions to the Tribunal on issues, incentives, pressures or practices affecting safety and fairness in the industry that may be improved by a road safety remuneration order (RSRO). The Inquiry forms part of the second annual work program of the Tribunal.

The Inquiry received 35 written submissions, held proceedings in locations across Australia to hear oral submissions, and conducted a number of site inspections. This report sets out the key submissions made by the parties.

Profile of the CIT industry

The CIT industry comprises a number of sectors, some of them overlapping, with a key sectoral distinction between the non-armoured (i.e., soft-skin) and armoured sectors of the industry.

Many parties in their submissions consider that safety and fairness in the CIT industry is being affected by the emergence of smaller operators, operators that provide CIT services as an ancillary function to their main operations, or operators remunerating CIT workers using piece rates.

In relation to the CIT industry more broadly, the Linfox Armaguard Group and Prosegur Australia Pty Limited are the major operators in Australia, while clients of CIT industry providers ranged from small retail establishments to large banks and other financial institutions and retailers.

Regulatory framework of the CIT industry

Regulatory arrangements applying to the CIT industry include the key elements of firearm and security licensing arrangements.

There are also a variety of guides, codes of practice and industrial instruments applying to the CIT industry, including instruments made under the *Fair Work Act 2009* (particularly the *Transport (Cash in Transit) Award 2010*), state based codes of practice and CIT guidance material published by Safe Work Australia.

Submissions regarding issues affecting safety and fairness in the CIT industry

The Inquiry considered submissions from a number of parties regarding issues, incentives, pressures or practices affecting safety and fairness in the CIT industry, within the broader context of the safety issues presented by armed robbery.

The impact of remuneration and payment methods—particularly piece rates—and subcontracting was discussed by participants to the Inquiry. In particular, some parties submitted that remuneration in the industry was inadequate to encourage participation in the industry by road transport drivers to improve skills and qualifications. Other parties commented that the use of piece rates may create an incentive not to engage in appropriately safe practices.

Parties also submitted that operators in some sectors of the CIT industry were more likely to engage in higher risk practices, with several submissions outlining concerns about couriers and other operators engaging in CIT services as an ancillary function to their main operations.

A theme running through a number of submissions was that the supply chain in the CIT industry had the potential to impact on the safety of road transport drivers and others in the CIT industry, as well as the general public.

Parties' proposals for matters which may be improved by a RSRO

Many parties supported the making of a RSRO for the CIT industry although there was some opposition. Five parties submitted proposed RSROs to the Inquiry, with most parties responding to the proposal provided by the Transport Workers' Union of Australia.

A comparison of the proposed RSROs indicates broad agreement on a number of terms including: remuneration systems and consultation mechanisms, personal protective equipment (PPE), crewing, training, vehicle standards, and chain of responsibility.

The proposed RSRO discussed by the parties is organised around sixteen key components. These are:

- Application and operation;
- Training and qualifications;
- Risk assessments;
- Safe operating procedures;
- Consultation;
- Vehicle standards;
- Cash limits;
- Personal protective equipment;
- Communications systems;
- Escort systems;
- Crewing levels;
- Requirements for particular categories of CIT work;
- Safe remuneration systems;
- Chain of responsibility; and
- Drug and alcohol policy.

D. INTRODUCTION

[1] On 9 July 2014, the President of the Road Safety Remuneration Tribunal (Tribunal) issued a Statement establishing an inquiry into the sectors in the cash in transit (CIT) industry (Inquiry) as part of the Tribunal's second annual work program (Statement).¹ The Statement provided for Tribunal Industry Members, Mr Steve Hutchins and Mr Paul Ryan, to conduct the Inquiry. The Tribunal's second annual work program, released on 18 December 2013, specifically identified the sectors in the CIT industry within the meaning of the *Transport (Cash in Transit) Award 2010* as a matter for inquiry by the Tribunal.²

[2] The Inquiry provided interested parties with the opportunity to make submissions on issues affecting safety and fairness in the CIT industry that may be improved by a road safety remuneration order (RSRO). The Statement directed that an interim report be provided to the President and comments invited.

[3] Prior to formally commencing the inquiry, the Tribunal wrote to participants in the CIT industry to advise them of the forthcoming inquiry and to offer them the opportunity to participate.

[4] Invitations were also extended to participants in the supply chain of the CIT industry apprising them of the opportunity to participate. This included major banks and retailers, casinos, registered clubs and industry associations.

[5] Further, the Tribunal contacted a range of regulators in the CIT industry such as police forces and occupational health and safety regulators to advise them of the existence of the Inquiry.

[6] From 28 July 2014 to 13 November 2014, the Tribunal received 26 written submissions from individuals and organisations.³ A number of parties also submitted exhibits and other ancillary documentation in support of their submissions.⁴

[7] Written submissions were received from the following organisations:

- ARA Security Services Pty Limited (ARA Security);
- Linfox Armaguard Group (Linfox Armaguard);
- Australian Security Industry Association Ltd (ASIAL);
- Australian Bankers' Association Incorporated (ABA);
- South Australian Employers' Chamber of Commerce and Industry Incorporated t/as Business SA (Business SA);
- Office of Fair and Safe Work Queensland (OFSWQ);
- Paul Marsden & Associates Pty Limited t/as PMA Protection Services (PMA Protection Services);
- Prosegur Australia Pty Limited (Prosegur);
- R & D McKenzie Security Services T/as R & M Security Services (R & M Security Services);
- Security Specialists Australia and Security Specialists Melbourne Pty Limited (SSA);

- Southern Cross Protection Pty Ltd (Southern Cross Protection);
- Sydney Night Patrol & Inquiry Co Pty Ltd t/as SNP Security (SNP Security);
- Toll Holdings Limited (Toll Secure); and
- Transport Workers' Union of Australia (TWU).

[8] The submission processes enabled parties to provide written and/or oral material to the Inquiry. An interim report was published on 19 December 2015. Nine parties made comments in response to the interim report.

[9] Having considered the material provided to the Inquiry during initial submission processes as well as comments in response to the interim report, this final report is now presented to the President of the Tribunal pursuant to the Statement.⁵

[10] This report presents the findings of the Inquiry as follows:

- Chapter 1: Legislative framework of the Tribunal and background to the Inquiry
- Chapter 2: Profile of the CIT industry
- Chapter 3: Regulatory framework of the CIT industry
- Chapter 4: Submissions regarding issues affecting safety and fairness in the CIT industry
- Chapter 5: Parties' proposals for matters which may be improved by a RSRO.

Chapter 1. Legislative framework of the Tribunal and background to the Inquiry

[11] The Tribunal is established under the *Road Safety Remuneration Act 2012* (Cth) (RSR Act)⁶ as an independent national tribunal. The Tribunal has the following functions:

- “(a) to make road safety remuneration orders under Part 2;
- (b) to approve road transport collective agreements under Part 3;
- (c) to deal with certain disputes relating to road transport drivers, their employers or hirers and participants in the supply chain under Part 4;
- (d) to conduct research into remuneration-related matters that may affect safety in the road transport industry;
- (e) any other functions prescribed by the regulations;
- (f) any other functions conferred on the Tribunal by another law of the Commonwealth.”⁷

[12] Section 3 provides that the object of the RSR Act is to ‘promote safety and fairness in the road transport industry’ by doing the following:

- “(a) ensuring that road transport drivers do not have remuneration-related incentives to work in an unsafe manner;
- (b) removing remuneration-related incentives, pressures and practices that contribute to unsafe work practices;
- (c) ensuring that road transport drivers are paid for their work, including loading or unloading their vehicles or waiting for someone else to load or unload their vehicles;
- (d) developing and applying reasonable and enforceable standards throughout the road transport industry supply chain to ensure the safety of road transport drivers;
- (e) ensuring that hirers of road transport drivers and participants in the supply chain take responsibility for implementing and maintaining those standards;
- (f) facilitating access to dispute resolution procedures relating to remuneration and related conditions for road transport drivers.”⁸

[13] The RSR Act provides that before the end of each year, the Tribunal must prepare a work program which identifies the matters the Tribunal proposes to inquire into in the next year of its operation with a view to making a RSRO in relation to any or all of these matters.⁹ The matters may include examining: a sector or sectors of the road transport industry; issues in the road transport industry or a sector of the industry; and practices affecting the road transport industry or a sector of the industry.¹⁰

1.1 Background to the conduct of the Inquiry

[14] In its second annual work program, published on 18 December 2013, the Tribunal stated that it would inquire into:

- “(a) the road transport and distribution industry within the meaning of the *Road Transport and Distribution Award 2010* as in force on 1 July 2012, in respect of the provision by a road transport driver of a road transport service wholly or substantially in relation to goods, wares, merchandise, material or anything whatsoever destined for sale or hire by a supermarket chain; and
- (b) the sectors in long distance operations in the private transport industry within the meaning of the *Road Transport (Long Distance Operations) Award 2010* as in force on 1 July 2012; and
- (c) the sectors in the cash in transit industry within the meaning of the *Transport (Cash in Transit) Award 2010* as in force on 1 July 2012.”¹¹

[15] On 9 July 2014, the President of the Tribunal issued a Statement commencing the Inquiry. The Statement outlined that the inquiry was to examine sectors of the CIT industry within the meaning of the *Transport (Cash in Transit) Award 2010* as in force on 1 July 2012.¹² The ‘CIT industry’ is defined in that Award as follows:

“the transport of cash, securities and other financial instruments, bullion and other precious goods and materials, including valuables such as gold and jewels and other commercially negotiable articles and/or transactions.”¹³

[16] A copy of the Statement can be found at Appendix A to this Report.

[17] The Statement further outlined that the Inquiry:

- was for the purpose of “informing the Tribunal as to the preparation of any proposed RSRO covering employee and/or contractor road transport drivers in the sectors in the CIT industry, their employers or hirers, and participants in the supply chain in relation to those road transport drivers”¹⁴; and
- invited written or oral submissions from interested parties “on issues, incentives, pressures or practices affecting safety and fairness” in the CIT industry that “may be improved by an RSRO covering relevant employee and/or contractor road transport drivers, their employers or hirers, and participants in the supply chain in relation to those drivers.”¹⁵

[18] In addition, proposed RSROs seeking to cover sectors of the CIT industry were submitted to the Inquiry by Linfox Armaguard, Prosegur, Toll Secure, the TWU and ASIAL. Linfox Armaguard’s, Prosegur’s and Toll Secure’s proposed RSROs used the TWU’s proposed RSRO as their starting point, though each departs from it in a number of respects. The discussion of these proposed RSROs in Chapter 5 reflects this. All written submissions and RSROs submitted to the Inquiry are available on the Tribunal’s website, www.rsrt.gov.au.

[19] Consistent with the Statement,¹⁶ an interim report was published on 19 December 2014. Written comments were sought by 30 January 2015. Nine submissions were received from the following organisations:

- Linfox Armaguard;
- Australian Business Lawyers & Advisors on behalf of NCR Australia Pty Limited (NCR);
- ASIAL;
- Business SA;
- Prosegur;
- SSA;
- SNP Security;
- TWU; and
- Wilson Security Australia Pty Limited (Wilson Security).

[20] This final report takes into account these additional comments and they have been referenced or excerpts included where relevant.

[21] In addition to written submissions, oral submissions were heard by the Inquiry between 1 September 2014 and 13 November 2014 in Melbourne, Brisbane, Sydney, Adelaide and Perth. Representatives from the TWU, Toll Secure, Prosegur, Linfox Armaguard, ASIAL, ARA Security, SSA and Southern Cross Protection appeared before the Inquiry.

[22] Parties to the Inquiry indicated that aspects of their material should be regarded as confidential on the basis that public disclosure of the material could compromise the security of their operations. As necessary, the Tribunal has taken steps to preserve the confidentiality of such material. Subject to this proviso, transcripts of oral submissions and copies of the parties' written submissions are available on the Tribunal's website.

[23] The Statement also sought suggestions on operations in the CIT industry that might be inspected as part of the Inquiry. The following sites were inspected by Mr Hutchins and Mr Ryan during September and October 2014:

- Linfox Armaguard, Essendon Fields site (VIC) (2 September 2014);
- Brinks Australia Pty Ltd, Tullamarine site (VIC) (2 September 2014);
- Toll Secure, Kingsgrove site (NSW) (4 September 2014);
- Prosegur, Lane Cove site (NSW) (4 September 2014);
- Linfox Armaguard, Camellia site (NSW) (4 September 2014);
- Linfox Armaguard, Frenchs Forrest site (NSW) (2 October 2014); and
- Linfox Armaguard, Canning Vale site (WA) (6 October 2014).

[24] Both the site visits and a number of witness statements provided by the TWU during proceedings provided useful information to assist the Tribunal's consideration of key issues.

Chapter 2. Profile of the CIT industry

[25] This chapter deals with the composition of the CIT industry as described in submissions to the Inquiry. Sectors of the CIT industry are discussed in section 2.1 below, while major operators across the entire industry are discussed in section 2.2.

[26] A number of parties made submissions about the nature of the work undertaken by CIT operators and their clients. These are discussed in section 2.3.

[27] Submissions from parties dealing with CIT worker numbers including road transport drivers, payments to CIT workers¹⁷ and subcontracting arrangements in the CIT industry are canvassed in sections 2.4, 2.5 and 2.6 respectively.

[28] Finally, issues of safety and fairness and risk management in the CIT industry as identified in submissions are discussed in section 2.7.

2.1 Sectors of the CIT industry

[29] The CIT industry is defined for the purposes of this Inquiry as:

“the transport of cash, securities and other financial instruments, bullion and other precious goods and materials, including valuables such as gold and jewels and other commercially negotiable articles and/or transactions.”¹⁸

[30] Within this definition, the CIT industry can be understood as being comprised of a range of (sometimes overlapping) sectors, each with its own characteristics and giving rise to particular issues. Amongst these, the submissions of parties to the Inquiry identified types of soft-skin (i.e., non-armoured) operations as exhibiting major safety and/or fairness concerns. These included:

- new, or smaller operators; and
- operators that provide CIT services as an ancillary function to their main operations.

[31] Information provided on the characteristics of these sectors is outlined below. Concerns raised in submissions regarding the impact these operators have had on safety in the industry are discussed in Chapter 4.

[32] A key sectoral distinction identified by Linfox Armaguard, Prosegur, Toll Secure, the TWU and other parties was between the soft-skin and armoured sectors of the industry.¹⁹

[33] Prosegur identified the following characteristics of soft-skin operations:

“ ‘Soft skin’ operations are CIT operations that have the majority of the following features: single guard rather than two or more guards; guards do not wear a uniform; an unmarked, unarmoured vehicle with limited security features; and the guard not being armed. In some soft skin operations, the guard wears a covert firearm.”²⁰

[34] The TWU submitted that:

“Historically, this [CIT] work had been completed by armoured trucks but increasingly soft skin operators have commenced completing larger amounts of work in the sector.”²¹

[35] Some parties noted the existence in the CIT industry of semi-armoured operations which share some characteristics of both armoured and soft-skin operations.²² PMA Protection Services, in its submission in reply, provided the following description of semi-armoured operations:

“These are services being delivered by vehicles with an armoured cab for the protection of the crew and safes for asset protection. These vehicles are commonly designed around Holden Combo’s and VW Caddy’s as examples. They are provided [with] the usual PPE [personal protective equipment] for the crew’s protection, including but not limited to two-way radio, duress alarm, etc. These smaller vehicles fill a specific niche in the market in servicing clients who may not otherwise be attended for services without armed guards operating an extended distance from their vehicle and in uniform. Obviously the more frequent the services, the higher the risk of robbery to those involved.

Semi-Armoured Cars operate under a Police Commissioner’s Exemption from signage and are staffed by plain-clothed personnel operating discreetly. Similarly, discreet service operatives are or should be armed for their own protection in addition to other PPE. These services are in demand by clients who believe that uniformed armed personnel draw unnecessary attention to their activities and increase the likelihood of robbery during the conduct of operations. Client sectors that operate at a higher level of risk than many others include jewellers, jewellery designers, gem dealers and bullion dealers. Dependent on the values being carried many jewellers integrate semi-armoured and traditional armoured cars into their overall security programme.”²³

[36] Linfox Armaguard, ASIAL and PMA Protection Services were among the parties to identify the emergence of new, smaller operators, or operators that conduct CIT services as an ancillary function to their main operations as emerging sectors of the CIT industry.

[37] In oral submissions, ASIAL referred to operators conducting ‘courier type activities’ described as a ‘banking service’, and submitted that this type of work should be considered CIT work.²⁴

[38] PMA Protection Services identified jewellers, and courier companies as entities who increasingly engage in CIT services as an ancillary function to their normal course of trade.²⁵

2.2 Major operators in the CIT industry

[39] Linfox Armaguard and Prosegur submitted that they were major employers in the CIT industry with a client base ranging from small businesses to major corporations.²⁶ Toll Secure described itself as having a smaller market share than Linfox Armaguard and Prosegur.²⁷

[40] Linfox Armaguard provided a historical overview of ownership arrangements of major employers in the CIT industry:

“CIT operations commenced in Australia 76 years ago, when in 1938 Mayne Nickless Group Ltd established its Armoured Car Division (Linfox Armaguard) principally to facilitate the delivery of cash payrolls to commercial businesses. This was following a spate of armed payroll robberies culminating in the fatal shooting of a Bank Manager at Hawthorn in Victoria.

In the mid to late 1960’s, American based Brink’s Armoured entered into an alliance with the local transport carrier, Brambles Industries Pty Ltd, to form a joint armoured vehicle operation known as Transurety. Shortly thereafter, the partnership dissolved with Brink’s electing to maintain a presence in Australia with minimal infrastructure, sub-contracting its domestic ground movements to Mayne Nickless Group Ltd.

With Brink’s removed from the Transurety entity, Brambles continued to operate in their own right trading as Brambles Security Services Pty Ltd.

Another Australian transport company, TNT Holdings Ltd, began operating an armoured vehicle service which was subsequently purchased by Mayne Nickless Group Ltd (Linfox Armaguard) in 1987. In the early 1990’s Brink’s re-established operations in their own right and in 2000 Brambles were purchased by Chubb Security Services Ltd. In February 2003 the logistics and armoured vehicle divisions of Mayne Nickless Group Ltd were purchased by Linfox Pty Ltd. In 2014, Chubb were purchased by the Spanish owned Prosegur Group Ltd.”²⁸

[41] Linfox Armaguard submitted that, “in excess of \$600 billion is transported, processed and stored by mainstream CIT businesses nationally each year”.²⁹

[42] Prosegur also provided information on its operations and market share in the Australian industry as follows:

“Prosegur is the second largest CIT operator in the world. With operations on four continents, nearly 5,000 vehicles, and over 155,000 employees, there is a deep, diverse knowledge of all aspects of CIT operations.”³⁰; and

“Prosegur ... has been a major operator in the Australian cash in transit (CIT) industry for over 40 years. Having previously been the Brambles Armoured division, and the Chubb Cash in Transit division, the business was purchased by Prosegur Compañía de Seguridad, S.A. in December 2013.”³¹

[43] Toll Secure acknowledged that in 2014 the majority of the CIT industry was controlled by Linfox Armaguard and Prosegur:

“Toll Secure estimates that it has a 3% share of the CIT industry. In the 2014 financial year it generated revenue of approximately \$20 million. The majority of the industry is controlled by Linfox Armaguard (c. 50%) and Prosegur (c. 22%).”³²

[44] In oral submissions, Toll Secure further clarified its understanding that it comprised three per cent of the total armoured and non-armoured CIT market and that Prosegur and

Linfox Armaguard comprised 72 per cent.³³ Toll Secure also noted that 85 per cent of its fleet is made up of armoured vehicles.³⁴

[45] In its oral submission, ASIAL submitted that it represents companies who hold around 85 per cent of the value of the industry in Australia.³⁵ Of those companies it represents, it submitted that it had 300 members who indicated that they are involved in CIT work and 120 of those who indicated they are involved in CIT work on a regular basis.³⁶ ASIAL also submitted that most of those 120 would be soft skin or non-armoured.³⁷

2.3 Services provided by CIT industry operators

[46] Linfox Armaguard and ASIAL submitted that the services provided by CIT industry operators in Australia are diverse, with clients ranging from small businesses to large companies and government departments. According to Linfox Armaguard:

“Aside from the mainstream CIT operators, there are in excess of 150 businesses, nationally, providing CIT services. These include courier and transport companies and small enterprises with employee numbers as low as 2 persons....

Clients include banks (including the Reserve Bank of Australia) and other financial institutions such as credit unions, building societies, ATM deployers, major retailers including the Wesfarmers Group and Woolworths, Australia Post and Telstra. The principal items transferred, processed and stored include notes, coin, jewellery, bullion, credit cards, passports and other negotiable instruments.”³⁸

[47] Specifically, Linfox Armaguard submitted that its own operations included entities of varying sizes and mixed industries:

“Armaguard collects and delivers cash and other valuables (CIT consignments) on behalf of customers ranging from large entities; including three of the four major banks, major retailers and government departments; to small entities; such as McDonalds’ franchisees and pubs and clubs. Armaguard transports cash to and from shopping centres, hotels, financial institutions and other vulnerable public places in armoured and non-armoured vehicles.”³⁹

[48] Linfox Armaguard also provided a percentage breakdown of their services by site and industry (Table 2.1), showing that the majority of their clients were in the retail sector, followed by ATM sites.⁴⁰

Table 2.1 Breakdown of Linfox Armaguard services by percentage

Industry Type	Percentage of total sites serviced
Retail	42%
ATMs	26.2%
Financial Institutions	14.2%
Hospitality/Sports/Leisure	7.3%
Government/Health/Community	5.5%
Miscellaneous	4.8%
Total	100%

Source: Linfox Armaguard Group submission, at p. 32, para 7.2 ‘Customer Obligations.’

[49] ASIAL submitted that its members provided a range of security services which were not exclusively related to the CIT industry but involved CIT work incidental to other security activities:

“Members of ASIAL provide, amongst other security related activities, Cash in Transit (CIT) services both armoured and non-armoured throughout Australia. Some are only engaged in CIT while others carry out CIT work incidental to other security activities.”⁴¹

[50] SSA submitted that the CIT industry was varied, and that its operations and clients were principally in the retail sector.⁴²

2.4 Number of road transport drivers in the CIT industry

[51] Prosegur submitted that, in Australia, it “operates over 200 vehicles and has over 1,000 employees”⁴³ whilst Toll Secure provided an approximate number of employees in its company:

“Toll Secure conducts both armoured and non-armoured CIT services. It employs approximately 130 employees across its operations, of whom approximately 60 are employed under the *Transport (Cash in Transit) Award 2010*, predominantly in Sydney and Melbourne.”⁴⁴

[52] SSA submitted that it has 120 employees and 88 subcontractors,⁴⁵ while WACS Security - the CIT arm of Southern Cross Protection - employs 30 employees.⁴⁶

2.5 Payment methods for CIT industry workers

[53] Some submissions discussed payment methods, predominantly for CIT industry workers. As noted above, most parties, in their submissions, did not distinguish between CIT employees and CIT drivers.

[54] ASIAL submitted that enterprise agreements ‘historically’ regulated larger CIT organisations whilst small to medium sized enterprises chiefly used the *Transport (Cash in Transit) Award 2010*.⁴⁷

[55] Linfox Armaguard, Toll Secure and SSA submitted that their workers were generally covered by enterprise agreements.⁴⁸ Southern Cross Protection noted that the New South Wales *Transport Industry – Cash-in-Transit (State) Award*⁴⁹ has provisions for soft skin vehicles.⁵⁰

[56] Linfox Armaguard submitted that their wages are paid at 50 per cent above award rates:

“On average Armaguard pays its CIT Road Crew 50% above award rates and 10% more than its closest competitor.”⁵¹

[57] In relation to employment arrangements, Linfox Armaguard submitted that its “CIT Road Crew is made up of 85% permanent employees and 15% casual employees.”⁵²

[58] TWU, Prosegur and ASIAL however pointed to the use of other wage-setting practices including the use of piece rates for CIT workers as opposed to hourly rates or salary.⁵³ Prosegur provided the following explanation of piece rate payments in the CIT industry:

“A piece rate pay method compensates employees a set amount for each unit of work completed, that is, each cash delivery completed. The concept was originally designed to operate within a manufacturing environment to incentivise employees to work harder and to create advantages for the company as they only pay employees for work actually completed.”⁵⁴

[59] ASIAL also submitted that there was an increasing level of involvement in the industry of “courier” businesses which used piece rates.⁵⁵ The submission did not specify whether these piece rates applied to contractors, employees or both.

2.6 Subcontracting arrangements in the CIT industry

[60] Submissions which dealt with subcontracting arrangements in the CIT industry generally discussed the extent of subcontracting arrangements in their respective operations.

[61] Linfox Armaguard submitted that it subcontracted less than one per cent of its CIT services and described these services:

“Armaguard currently sub-contract to a small number of companies in the north west of Western Australia, in the Kimberley and Pilbara regions, as well as Mareeba and Cooktown in Far North Queensland.

Armaguard does not allow its subcontractors to further subcontract CIT Services as we need to undertake appropriate due diligence on our subcontractors to ensure compliance with our internal safety and security policies as well as our obligations under the WHS Act and Regulations.”⁵⁶

[62] In relation to the industry more generally, Linfox Armaguard submitted that “mainstream armoured CIT businesses operate predominantly with company employees.”⁵⁷

[63] Toll Secure submitted that it subcontracts some aspects of its work, particularly in the north-west of Western Australia, but expects to be less reliant on subcontracting arrangements in the future:

“Toll Secure sub-contracts some elements of its armoured and non-armoured work, but generally only where its lack of market penetration or "density" makes it commercially unfeasible to employ people directly to perform the work. As its market penetration increases Toll Secure expects to rely less and less on subcontracted labour.”⁵⁸

[64] SSA submitted that it had entered into subcontracting arrangements with 80 or more contractors across Australia.⁵⁹

2.7 Armed Robberies in the CIT industry

[65] Submissions to the Inquiry discussed the incidence and risks of armed robberies in the CIT industry as well as risk management strategies employed by submitting parties to address issues of safety. These are discussed further below.

2.7.1 Number of armed robberies in the CIT industry

[66] The TWU, Prosegur, Linfox Armaguard and SSA made submissions regarding the number of armed robberies in the CIT industry. Several parties also commented on risk factors for armed robberies.

[67] The TWU, citing the Peterson Report, noted that between 1986 and 1996 there were 88 attacks on armoured CIT vehicles.⁶⁰ Since this report, the TWU submitted that “the number of robberies in the CIT industry in Australia has not decreased. They have, according to the statistics, actually increased in the recorded 20 year period.”⁶¹

[68] In this regard, the TWU also cited a 2010 report ‘Cash in transit armed robbery in Australia’⁶² by the Australian Institute of Criminology (Australian Institute of Criminology report) as evidence of an increase:

“A report on armed robbery in Australia prepared by the Australian Institute of Criminology in 2010 suggested the following:

- There were 61 incidents of cash in transit armed robberies from 2000-2010 with a total of 126 offenders facing criminal charges.
- A total of 89 armed robbery incidents have been recorded in the sector in the period between 1989 – 2008 by Australia’s leading CIT Companies.
- Increased incidents of armed robberies were recorded in the 2 year period between 2008 and 2010.
- Most cash in transit robbers are multiple offenders who are armed with firearms and seeking substantial gain.”⁶³

[69] The TWU also provided a list of incidents of armed robberies which it submitted had affected CIT industry workers:

- March 2005 shooting death of Erwin Kastenberger whilst completing a cash drop at the Commonwealth Bank of Australia in Blackburn North, Victoria;
- January 2008 armed robbery of CIT workers completing a cash drop to Mosman in New South Wales;
- March 2009 armed robbery of CIT worker at Sunny Bank Hills Shopping Centre in South Brisbane, Queensland;
- June 2010 shooting death of Gary Allibon whilst delivering cash at Sussex Street in Sydney;
- July 2010 death of Nathan Broadbeck after he attempted robbery of CIT workers at Dee Why RSL Club on Sydney’s northern beaches;
- June 2011 attempted armed robbery of CIT workers at Sydney Airport;

- March 2013 attempted armed robbery of CIT workers at Broadway in Sydney; and
- August 2014 armed robbery of a CIT worker delivering money to a bank at Stockland Green Hills in East Maitland, New South Wales.”⁶⁴

[70] Prosegur also cited information from the Australian Institute of Criminology report, arguing that its data concerning robberies in certain sectors of the CIT industry may be under-represented:

“According to the Australian Institute of Criminology (2010), there were 89 CIT robbery incidents recorded in Australia for the period 1989–2008. However, 61 of those incidents occurred during an eight year period from 2000–2008. **Prosegur is aware that at least a further 18 robbery incidents occurred between 2009–2013, though that number is likely to be understated as it is difficult to collect accurate data in relation to robberies committed on soft-skin operators** [emphasis added]. Attacks on armoured vans tend to be publicised and hence data can be captured with reasonable accuracy. Attacks on soft-skin operators are not as highly publicised and capturing accurate data in relation to their type and frequency is problematic.”⁶⁵

[71] Prosegur further provided an overview of the nature of CIT industry robberies, using two studies in 2001 and 2008:

“CIT armed robberies tend to be well planned, committed by professional, recidivist armed robbery offenders, and violent in their nature. Gill (2001), in a study of 341 robbers, found offenders who committed armed robberies on CIT operators were the most informed when it came to analysing and reviewing the risks associated with the robbery. Pillay (2008) expanded on Gill’s work and confirmed that CIT offenders gathered intelligence on their targets and spent time researching the movement of cash deliveries/collections and would select their targets according to the perceived risks. **The primary target selection criteria will be targets perceived as ‘soft’ with medium to high reward** [emphasis added].”⁶⁶

[72] Linfox Armaguard submitted that “in the past 8 years, there have been 93 armed robberies perpetrated on CIT Road Crews”⁶⁷ and discussed armed robbery prevention in the context of technology to improve safety. These issues of safety and fairness involving the use of technology are discussed further in section 4.5 of this report.

[73] In its submission, Prosegur reproduced a graph (Figure 2.1⁶⁸) from the Australian Institute of Criminology report showing the number of CIT armed robberies by year for the period 1989–2008.

Figure 2.1: Number of cash in transit armed robberies 1989-2008



Source: AIC; Australian CIT companies 2008 [computer file]

Source: Prosecur Australia Pty Limited submission, reproduced, p. 3 at para 7. Citing “AIC, Australian CIT companies 2008” (references omitted).

[74] Prosecur submitted that although it had been unable to obtain reliable data in relation to soft-skin armed robberies, “**there is certainly anecdotal evidence that the incidence of armed robberies on soft-skin operations has increased in recent years** [emphasis added].”⁶⁹

[75] ASIAL in its comment on the interim report, while agreeing that CIT industry workers face a higher risk of armed robbery, submitted that “no authoritative statistics have been submitted that indicate non armoured CIT activities (whether overt or covert) are any more or less of a robbery risk than armoured activities.”⁷⁰

[76] SSA provided data from the Australian Institute of Criminology’s 2014 Annual Armed Robbery Monitoring Program annual report (which deals with all armed robberies in Australia and not exclusively armed robberies involving CIT).⁷¹ SSA submitted that armed robbery in Australia was declining and that the majority of armed robbery incidents occurred in New South Wales.⁷²

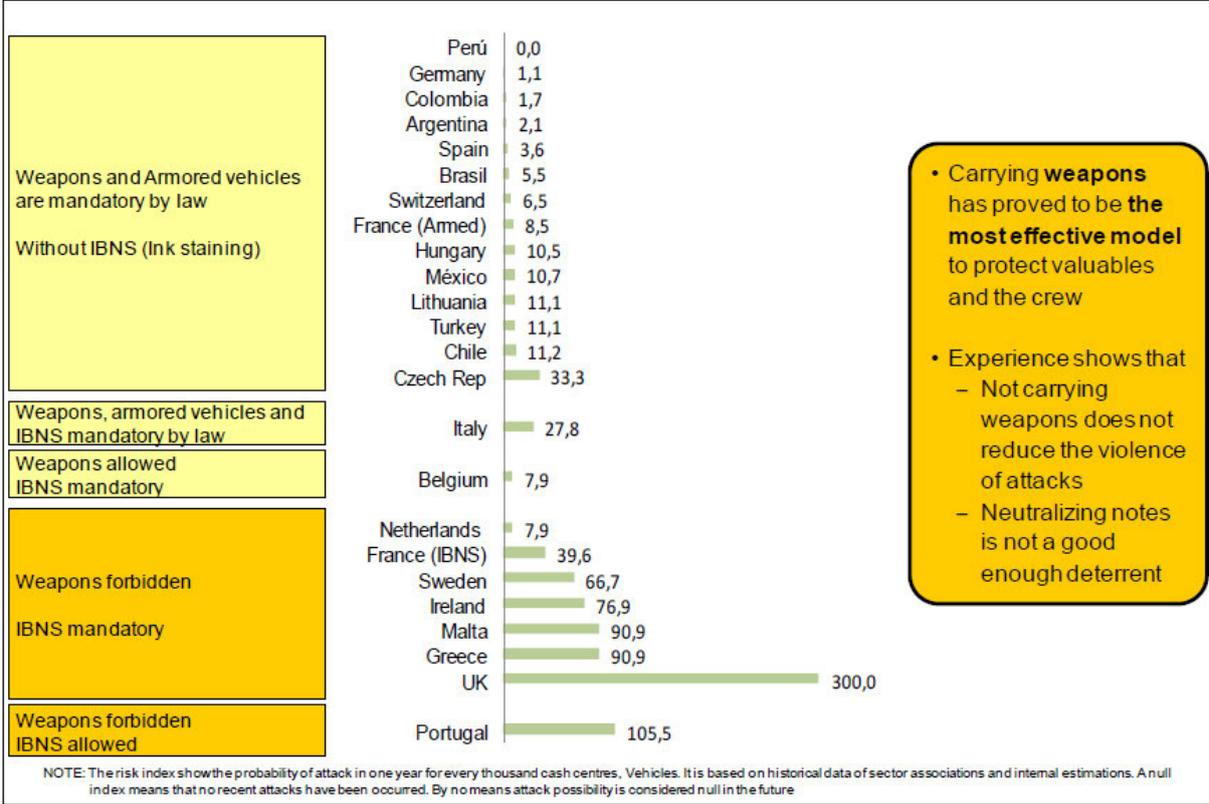
[77] SSA noted that an exception to the pattern of reduction in robbery incidents relates to licensed premises, where the 370 incidents recorded in 2010 represent a 20 percent increase on those numbers observed in 2004.⁷³

[78] It is evident that there is an absence of robust and consistent reporting of robberies and attempted robberies in the CIT industry. There would be benefit for all stakeholders in having accurate data on robberies as well as attempted robberies in the CIT industry.

2.7.2 Risk factors for armed robbery in the CIT industry

[79] Prosecur provided a summary table comparing the use of armed CIT operations in contrast with non-armed CIT operations in selected European and South American countries with armed robbery data provided against each selected country.⁷⁴ This table is reproduced in Figure 2.2.

Figure 2.2: Comparison of armed CIT operations with non-armed CIT operations in select European and South American countries



Source: Prosecur Australia Pty Limited submission, reproduced at p. 6 at para 16.

[80] Prosecur submitted that this research “provides strong evidence that unarmed CIT operations, and operations that rely on ‘across pavement devices’ result in a significant growth in CIT-related robberies.”⁷⁵ It submitted that the presence or absence of firearms was a significant factor:

“The research showed a correlation between CIT employees being armed, and generally lower incidents of armed robbery. **In those countries where IBNS [Intelligent Banknote Neutralisation System] (APD) [across-the-pavement device] technology was relied upon, the incidence of armed robbery was statistically high. The research also revealed that, contrary to belief, relying on APD technology and not carrying a firearm did not reduce the level of violence in attacks and armed robbery offenders did not perceive the APDs as a deterrent [emphasis added].** There is also an argument that unarmed guards relying on APD technology may be more susceptible to robbery by a broader range of offender, that is, beyond the traditional CIT armed robber criminal profile. Firearms are a true deterrent to all but the most seasoned of offenders. Unarmed guards may become a target for the more opportunistic offender who does not see the APD as a threat.”⁷⁶

[81] Prosegur also submitted that “prior to 2000, banks were the primary target of professional armed robbers,”⁷⁷ and that “during the late 1980s and early 1990s banks spent a lot of money and effort on improving their bank branch security.”⁷⁸ Prosegur further submitted that as a result of the increase in robberies within the CIT industry post 2000 that “...the major industry participants invested heavily in improving the safety of their employees.”⁷⁹

[82] SSA however referred to data outlined in the Australian Institute of Criminology report⁸⁰ which found that:

- “• 90% of offenders target armoured vehicles.
- 97% of robberies included multiple guards operating the vehicle.
- 59% of incidents involved attacks with three guards in operation.
- 15% occurred when four guards were present.”⁸¹

[83] SSA drew the following conclusion from this data:

“Offenders’ apparent lack of concern for guard numbers tends to suggest that this factor has little bearing on the selection of CIT targets. It also suggests that offenders are professional, not deterred by multiple guards and are capable of controlling the situation.”⁸²

[84] Also referring to the Australian Institute of Criminology report, Business SA submitted that the most significant safety issue associated with CIT industry work is armed robberies:

“The study found that armed robberies were primarily conducted by ‘professional criminals’ and took the form of ‘cross-pavement’ attacks, referring to the transporting of cash to/from the vehicle and delivery point. This is in contrast to the prevalence in other countries of on-road heist offences, where a security vehicle is forced off the roads by means of a collision or excessive violence (e.g. drive-by shooting).”⁸³ (references omitted).

[85] ARA Security submitted that the methods used to mitigate the risk of armed robbery had changed little since the CIT industry began:

“Armed security guards, in heavy armoured trucks remain as the primary method of mitigating the risk of robbery by armed offenders. Today (with few exceptions) the industry still uses the same methodology as a means to protect against robbery.”⁸⁴

[86] Linfox Armaguard submitted that, when considering the likelihood of armed robbery, different considerations applied to the transport of coin:

“... based on our industry experience and risk assessments, the likelihood of an armed attack on crews transporting coin is low due to the logistics of stealing large sums of it. The risk reward simply is not there.”⁸⁵

2.7.3 Safety measures used by organisations in the CIT industry

[87] A number of parties submitted an outline of the risk management and safety practices employed by their organisation in work involving the CIT industry. Linfox Armaguard, Prosegur, Toll Secure, Southern Cross Protection, ARA Security and SSA all provided an overview of their risk management and safety practices. Parties discussed a range of strategies that are employed to mitigate the risk of armed robbery including:

- Providing staff with Personal Protective Equipment (PPE);
- Using Intelligent Banknote Neutralisation System (IBNS) technology;
- Regular training for staff;
- Regular risk assessments of premises;
- Well designed armoured vehicles;
- Arming guards;
- Ensuring non armoured vehicles include high level safety features and functions; and
- GPS tracking.

[88] Appendix C provides a confidential detailed overview of the parties' submissions outlining safety measures used in their operations.

2.8 Summary

[89] Submissions provided information about the incidence of armed robbery in the CIT industry and the associated risk factors impacting on safety and fairness in the CIT industry.

[90] In relation to the major CIT providers in the industry, submissions were consistent in identifying major operators in the Australian CIT industry as Linfox Armaguard and Prosegur.

[91] On the other hand, the clients of CIT industry providers vary widely. They range from small businesses such as small retail establishments to large companies such as banks and major retailers, as well as government departments.

[92] Submissions generally did not deal with, or provided limited information about, CIT worker characteristics and payment methods.

[93] Submissions identified armed robbery as the most significant safety issue faced by the CIT industry, while safety measures included global positioning system (GPS) tracking systems, firearms, personal duress devices and body armour, vehicle protections and zero-tolerance drug and alcohol policies.

Chapter 3. Regulatory framework of the CIT industry

[94] This section will discuss the different arrangements in each state and territory as detailed in submissions. It will also identify workplace health and safety codes of practice and industrial instruments relevant to the parameters of the Inquiry.

[95] As noted in the Statement establishing the Inquiry, the Tribunal was aware of a number of prior inquiries into sectors of the CIT industry including the 1997 report of Justice Peterson regarding the transport and delivery of cash and other valuables industry (Peterson Report)⁸⁶ and the 2001 decision of Justice Marks which resulted in the *Cash in Transit (State) Interim Award (NSW)* (Marks J decision).⁸⁷

[96] Notwithstanding the importance placed upon the findings of the Peterson Report and the Marks J decision by some of the parties in the proceedings, the inquiry is being conducted in a different regulatory and legal environment. The Peterson Report was initiated by New South Wales Minister for Industrial Relations, the Hon. Jeff Shaw QC in August 1995. Terms of reference established for the conduct of the inquiry included:

- the adequacy of Government regulation of occupational health and safety standards in the industry;
- the adequacy of industrial regulation of the industry in relation to all issues;
- the adequacy of training and licensing procedures for workers in the industry;
- employers' employment and recruitment procedures;
- safety practices and procedures in the industry;
- the adequacy of equipment used in the industry, including firearms, body protection and the armoured vehicles; and
- the role of all parties (including clients) in enhancing safety in the industry."⁸⁸

[97] The matters for inquiry contained in the Statement differ from the Peterson Report's terms of reference.⁸⁹ In particular, unlike the terms of reference for the Peterson Report, the focus of this Inquiry is on submissions regarding issues in the CIT industry that "may be improved by an RSRO covering relevant employee and/or contractor road transport drivers, their employers or hirers, and participants in the supply chain in relation to those road transport drivers."⁹⁰ Accordingly, although there is some degree of overlap in this Inquiry's investigations when compared to those in the Peterson Report, the two inquiries do not address precisely the same matters.

3.1 Licensing in the CIT industry

[98] Written and oral submissions to the Inquiry presented an overview of the regulatory framework of the CIT industry. The TWU submitted that since the Peterson Report, a number of licensing and firearm arrangements, as well as codes of practice and workplace health and safety regulations had emerged in most Australian states and territories.⁹¹

[99] Linfox Armaguard submitted an overview of the different state and territory licensing regulations relevant to the CIT industry.⁹² Table 3.1 reproduces the material from Linfox Armaguard's submission which outlined these licensing arrangements.

Table 3.1 Overview of Australian state and territory firearm and security licensing regulation

Jurisdiction	Firearms License	Security License	Regulatory Body
ACT	<i>Firearms Act 1996 (ACT)</i>	<i>Security Industry Act 1997 (ACT)</i>	Office of Regulatory Services (ACT Government)
New South Wales	<i>Firearms Act 1996 (NSW)</i>	<i>Security Industry Act 1997 (NSW)</i>	Security Licensing & Enforcement Directorate (SLED) (Government of NSW)
Northern Territory	<i>Firearms Act 2013 (NT)</i>	<i>Private Security Act 2013 (NT)</i>	Department of Business (NT Government)
Queensland	<i>Weapons Act 1990 (Qld)</i>	<i>Security Providers Act 1993 (Qld)</i>	Queensland Police Weapons Licensing (WL) Office of Fair Trading (Government of Queensland)
South Australia	<i>Firearms Act 1977 (SA)</i>	<i>Protective Security Act 2007 (SA)</i>	Consumer and Business Services (Government of SA)
Tasmania	<i>Firearms Act 1996 (Tas)</i>	<i>Security and Investigations Agents Act 2002 (Tas)</i>	Consumer Affairs and Fair Trading (Government of Tasmania)
Victoria	<i>Firearms Act 1996 (includes amendments as at 1 July 2014) (Vic)</i>	<i>Private Security Act 2004 (Vic)</i>	Victoria Police's Licensing & Regulation Division (LRD) (Government of Victoria)
Western Australia	<i>Firearms Act 1973 (WA)</i>	<i>Security Agents Act 1976 (WA)</i>	Licensing Enforcement Division (WA Police) (Government of Western Australia)

Source: Linfox Armaguard Group submission at p.12-13.

[100] ASIAL confirmed these arrangements, submitting that:

“[i]n all states and territories businesses engaged in CIT are required to hold security business licenses and individual employees must hold a relevant security and firearms license.”⁹³

[101] The TWU outlined the development of the CIT industry regulatory framework following the Peterson Report and Marks J decision which confirmed the emergence of a range of licensing and firearm arrangements (in addition to codes of practice and workplace health and safety regulations) in most states and territories in Australia:

“Since the recommendations of the Peterson Report, sector specific legislation, regulation and codes of practice have been enacted. In almost every State and Territory of Australia there is the existence of the following:

- Security Legislation and Regulation;
- Firearm Legislation and Regulation;
- Cash In Transit Industry Codes of Practice/Guidelines; and
- Occupational Health and Safety/Workplace Health and Safety Legislation and Regulation.”⁹⁴

[102] Business SA provided detailed information on the regulatory environment for the South Australian CIT industry, including in relation to licensing and training.⁹⁵

[103] A number of parties proposed RSROs which included provisions directed at ensuring CIT operators, employees, contractors and others hold appropriate licenses. These are outlined at sections 5.2 below.

3.2 Other relevant regulation affecting the CIT industry

[104] Parties discussed the diverse range of guidance material, codes of practice and industrial instruments governing the CIT industry.

[105] The TWU submitted that:

“The decision of Justice Marks in that dispute was to enact the Cash in Transit (State) Interim Award (Interim Award). **The provisions of this Interim Award acted to consider key areas of risk and concern in the CIT sector whilst also ensuring safe procedures and fair standards for CIT workers in the sector. Further, the Interim Award included provision for supply chain accountability, which required clients like banks and clubs, to be accountable for who was completing work and how it was being subcontracted [emphasis added].** However, the award modernisation process that took place in 2010, so soon after the Interim Award had been put in place, meant that these hard fought for provisions were left behind...

The industry codes of practice developed in each state over the last decade are, in particular, of note for one key reason: a lack of provision for enforcement and accountability. It is this lack of enforcement and accountability for all supply chain participants that means that the existing codes for the sector are inadequate. They fail to appropriately enforce the standards they set and it is this lack of enforcement that renders the existing codes relatively useless.”⁹⁶ [Footnotes omitted]

[106] Business SA provided the following overview of regulation in the CIT industry:

“There is significant regulation and legislation of the CIT industry. Employers in the industry are covered by the *Fair Work Act 2009*, a range of industrial instruments such as the Transport (Cash in Transit) Award 2010 and enterprise agreements; the *Work Health and Safety Act 2012* (and equivalent); the General Guide for Managing Cash-in-Transit Security Risks 2014 from Safe Work Australia, other state-based Codes of Practice and regulations, as well as the industry’s own licensing arrangements.”⁹⁷

[107] Several other parties also commented on the guidance material for the CIT industry issued by Safe Work Australia⁹⁸ and the codes of practice in state jurisdictions. The TWU submitted that:

“There are clear gaps between the various workplace regulators currently overseeing operations in the sector with voluntary guides and codes of practice insufficient to ensure that CIT workers are appropriately remunerated and assured safe standards.”⁹⁹

[108] SSA also noted that a number of codes of practice and other guidance materials for the CIT industry have been created:

“There have been a number of COP’s [Codes of Practice] adopted in other states based on the NSW COP. Work Safe Australia [sic] developed a draft CIT COP which has now been downgraded to guidelines. SSA supports the need for a National CIT COP that covers the requirements for armoured and non-armoured operations.”¹⁰⁰

[109] The ‘Cash in Transit Code of Practice’ developed by ASIAL (which is incorporated in ASIAL’s proposed RSRO) states that it “is to be read in conjunction with the general guide for managing CIT security risks issued by Safe Work Australia in July 2014.”¹⁰¹

[110] Southern Cross Protection submitted that the New South Wales ‘Cash in Transit Code of Practice’ “provides guidance to prevent injury and illness to persons engaged in CIT operations” and that “it should be noted that the Code was developed based on the Occupational Health and Safety Act and Regulation which have now been repealed.”¹⁰²

3.3 Summary

[111] A diverse range of regulation applies to the CIT Industry, with key regulatory requirements flowing from state and territory legislation relating to licensing, firearms and security.

[112] A variety of guides, codes of practice and industrial instruments also apply to the CIT industry, including instruments made under the *Fair Work Act 2009* (particularly the *Transport (Cash in Transit) Award 2010*), state based codes of practice and CIT guidance material published by Safe Work Australia.¹⁰³

Chapter 4. Submissions regarding issues affecting safety and fairness in the CIT industry

[113] The Statement establishing the Inquiry invited submissions from parties on:

“...issues, incentives, pressures or practices affecting safety and fairness in the Cash in Transit industry that may be improved by a RSRO covering relevant employee and/or contractor road transport drivers, their employers or hirers, and participants in the supply chain in relation to those road transport drivers.”¹⁰⁴

[114] This chapter of the report outlines submissions made by parties which identified issues affecting safety and fairness in the CIT industry.

[115] As foreshadowed earlier in Section 2, the overarching safety issue parties identified in the industry was armed robbery. In particular:

- Linfox Armaguard submitted that one of the reasons that “concerns regarding the safe and secure provision of CIT Services have heightened over the past decade”¹⁰⁵ is “...an increase in the frequency of armed attacks on CIT Road Crews.”¹⁰⁶
- Prosecur submitted that investment in improving safety of CIT workers is a result of “the increase in armed robberies within the CIT industry post-2000.”¹⁰⁷
- Referring to statistics from the Australian Institute of Criminology report, the TWU submitted that the number of armed robberies in Australia “actually increased in the recorded 20-year period.”¹⁰⁸
- Business SA identified armed robberies as “the highest risk associated with CIT work.”¹⁰⁹

[116] Within the context of the overarching safety issue presented by armed robbery, a number of parties identified factors in the CIT industry which they submitted affected safety and fairness. These factors are discussed in the following sections:

- section 4.1: Payments in the CIT industry
- section 4.2: Sub-contracting
- section 4.3: Higher risk operators in the CIT industry
- section 4.4: Intelligent Banknote Neutralisation System technology
- section 4.5: Supply chain/customer arrangements.

4.1 Payments in the CIT industry

[117] The Tribunal received and heard submissions containing various views on the impact that different methods of payment for CIT road transport drivers had on safety.

[118] Linfox Armaguard, in its response to the TWU submission, strongly recommended a substantial increase in remuneration for CIT road transport drivers. In its submission Linfox Armaguard stated:

“It is difficult to understand why the rates paid under the Award are appropriate given the level of skill, qualification and risk demonstrated by competent CIT workers.

We don't consider that the rates under the Modern Award appropriately remunerate skilled and competent CIT Workers. Accordingly, the TWU should be advocating an increase to the rates of pay under the Modern Award as well as with industry participants who are paying substantially less than Linfox Armaguard and Prosegur (whose rates of pay are also substantially above the award). This would encourage participation in the industry by employees who are willing to invest the time and money in becoming appropriately qualified and skilled CIT Workers."¹¹⁰

[119] In its oral submissions, the TWU submitted that "poor remunerative practices... have come about as a result of excessive subcontracting in the CIT sector."¹¹¹ The TWU also submitted that:

"... major operators in the sector pay rates which are well in excess of the minimum award provisions. We agree with Linfox Armaguard that there is value and there is in all probability a link between payments at that superior level and retention, job security and calibre of employee that is working in the industry."¹¹²

[120] Prosegur submitted that "the correlation between low infrastructure investment, low pay for employees, and poor security practices is seen as high".¹¹³ Prosegur also submitted that the practice of some companies paying CIT workers through a piece rate system had an impact on safety in the CIT industry:

"... within an environment such as CIT [this] is highly problematic as employees and company owners become more concerned with the quantum of deliveries (the revenue and wage drivers) than the quality of deliveries (the safety factor).

The consequence of a piece rate system is that employers drive their employees to cut corners to make as many deliveries in as short a time period as possible. Employees are similarly driven to cut corners as they seek to maximise their earning potential by similarly making as many deliveries as possible in as short a time period as possible. In such an environment, little regard is had to risk management principles and the safety of employees and the general public."¹¹⁴

[121] In regards to Prosegur's comments, ASIAL discussed operators conducting 'courier type activities':

"... clearly the more deliveries you make and pickups you make the more money you earn. If you don't have a licence, if you're not trained, if you don't have a vehicle to specification that we would say would be a minimum standard, that is inherently unsafe..."¹¹⁵

[122] ASIAL also expressed concern about piece rates in the CIT industry submitting that there is an increasing level of involvement in the industry of "courier" businesses which use piece rates, stating that the activities of these courier operations in the CIT industry are "inherently unsafe":

"These groups are not paid award wages, but are paid piecework rates. They operate unlicensed and unregulated."¹¹⁶

[123] Prosecur also raised compliance issues in respect of existing awards and National Employment Standards applying in the CIT industry.¹¹⁷ They submitted that the effects of non-compliance with these Awards and standards are:

- a. Employees forced to work very long hours in order to earn a reasonable income are often fatigued
- b. Little or no training resulting in unsafe work practices
- c. Non-payment of employee entitlements such as sick leave, annual leave and superannuation
- d. Little to no investment by business owners in equipment that makes the job safer for employees
- e. Overall poor operational procedures and risk management adherence again resulting in poor work practices
- f. Potential loss of revenue by Government through the avoidance of payroll tax, PAYG income tax, etc”¹¹⁸.

[124] Prosecur submitted that “when training does occur [in the CIT industry], there is anecdotal evidence that much of the training occurs without the employees being compensated for their time.”¹¹⁹

[125] SSA said it was aware of piece rates being paid by some CIT soft skin operators. It noted that some CIT operators pay staff per collection and that others make staff use their personal vehicles to provide collections. SSA submitted that “this is not a safe and secure business practice.”¹²⁰

[126] R & M Security Services also submitted that compliance in the CIT industry was an issue, submitting that “security companies in Victoria pay what they want [and] do not pay awards” and that “Sunday rates for weekends can vary up to 15-20 dollars per hour per shift.”¹²¹

[127] Contrary to the views of the main industry participants, Business SA submitted that the *Transport (Cash in Transit) Award 2010* included measures to recognise the “unique requirements of safety in the CIT industry”¹²² and that:

“It is difficult to see how increasing the remuneration of CIT employees will have any enhanced impact on these safety factors over the existing legislation and regulations. Business SA would support a thorough assessment of the currently available moderators of regulation and legislation before the tribunal considers any remuneration order for this industry.”¹²³

[128] At the time of publication of this report, the *Transport (Cash in Transit) Award 2010* is subject to the four yearly review of modern awards by the Fair Work Commission.¹²⁴ In addition to the common issues sought to be amended in all modern awards, it is noted that applications seeking specific amendments to the *Transport (Cash in Transit) Award 2010* in relation to minimum rates of pay and other matters have been received by the Fair Work Commission.¹²⁵

4.2 Sub-contracting

[129] The Tribunal received and heard submissions from parties which expressed concerns about the impact of sub-contracting practices on safety in the CIT industry.

[130] The TWU submitted that existing regulation in the industry had not prevented safety issues arising relating to sub-contracting:

“Existing State and Territory standards are outdated and do not protect CIT workers and the public against today’s growing safety risks. As a result, certain operators are able to sub-contract CIT work to lesser qualified, or unqualified personnel, at lower rates. This fosters an increase in the operation of soft-skin operations, enabling them to cut costs, while putting CIT workers, the public and the valuable goods transported at extremely high safety risk.”¹²⁶

[131] The TWU submitted that “pushing down on price at the contracting level ... reduces labour costs; it reduces investment in safety standards and it pushes good operators out of the sector.”¹²⁷

[132] ASIAL, while recognising that there may be some sound operational reasons for supporting subcontracting,¹²⁸ submitted that it had serious concerns about the increasing level of involvement in CIT of courier businesses with subcontractors and franchisees offering services to clients and that these operations were inherently unsafe.¹²⁹

4.3 Higher risk operators in the CIT industry

[133] This section discusses parties’ submissions regarding CIT operators which they submitted did not meet best practice safety standards and engaged in higher risk activities. Parties submitted that these operators were generally non-armoured - or ‘soft-skin’ - CIT operators, and those engaged in CIT services as an ancillary function to their overarching work.

[134] The TWU submitted that “good operators ... are unable to compete with smaller CIT companies willing to engage in the work at much lower rates.”¹³⁰ In its submission, the TWU noted that “the increase in the operation of soft skin companies completing work at distinctly lower prices has the overarching effect of eroding standards in the sector,”¹³¹ explaining that:

“The inability of larger CIT operators who have invested in worker safety and specialised equipment, to compete with smaller operators who do not have the same capital investment, is clear. These operators are faced with a difficult decision. They are forced to accept work at lower prices at a loss to them or have no work at all ... this also forces those operators to skimp on safety in order to remain competitive.”¹³²

[135] Linfox Armaguard submitted that the entry of new participants to the CIT industry was one of the factors that had led to heightened safety concerns over the past decade,¹³³ with some failing to meet industry standards on security and safety criteria:

“There have also been a number of new entrants into the CIT Industry whose security operations and safety criteria do not meet the required standards of the CIT Industry.”¹³⁴

[136] Similarly, ASIAL expressed “serious concerns about the increasing level of involvement in CIT of “courier businesses”¹³⁵ and their impact on safety in the industry.

[137] PMA Protection Services provided an overview of providers and participants in the supply chain of the CIT industry that it considered were impacting safety in sectors of the CIT industry:

“Our resources dedicated to CIT have been downsized dramatically over the past two years due to:...

1a. **Jewellers nationwide**, as an example, who support the use of couriers or their own staff for CIT assignments instead of licensed and compliant security providers;

2a. **Insurance Brokers**, who provide jewellers a level of "Block" cover for underwriter approved courier companies including but not limited to; Fastaway, Toll Logistics, etc ...

3a. **Security Companies**, undertaking CIT operations without consideration to the IR Confidential Schedules or the Workcover Code of Practice and performing activities without approved vehicles or firearms effectively fly under the radar of Police Registries until they experience a robbery and the consequences of those actions...

4a. **Courier Companies** who while professing not to undertake CIT... activities [advise their customers that] they do not take responsibility for valuables or their loss, [but] do provide services that place their drivers at risk.”¹³⁶

[138] PMA Protection Services provided a further outline of security precautions it submitted some operators in the CIT industry were not providing:

“The incursion by more and more courier companies and non-compliant security companies undertaking CIT operations [that lacked] the benefit of:

- Risk Assessments by licensed security consultants
- Armed guards for large carries and therefore not audited by firearms registry as licensed security companies
- Appropriate vehicles either armoured or non-armoured in accordance with the Code of Practice
- Appropriately trained and licensed security personnel
- The absence of SOP's for the safe conduct of operations
- Regard for safe loading/unloading practices
- Necessary licenses and insurances”¹³⁷.

[139] Parties’ submissions, including those from Linfox Armaguard, Prosegur and the TWU, also addressed the issue of some soft-skin operators impacting on safety in the industry.

[140] The TWU submitted that the increased involvement of soft-skin operators in the industry had had a dual effect on safety standards in the CIT industry:

“On the one hand these operators are able to offer work at rates distinctly lower than larger operators who charge higher prices due to their significant investment in safety standards and operating equipment for the work they complete in the sector.

On the other, the increase in the operation of soft skin companies completing work at distinctly lower prices, has the overarching effect of eroding standards in the sector. The inability for larger CIT operators who have invested in worker safety and specialised equipment, to compete with smaller operators who do not have the same capital investment, is clear. These operators are faced with a difficult decision. They are forced to accept work at lower prices at a loss to them or have no work at all however; this also forces those operators to skimp on safety in order to remain competitive.”¹³⁸

[141] Linfox Armaguard submitted that:

“... the emergence of new CIT operators and non-CIT specific operators providing CIT services...has also created a preference for the use of cheaper options utilising ‘soft-skin’ or semi armoured vehicles and moving away from established safety and security procedures in circumstances where risk assessments would dictate the use of armoured vehicles [emphasis added].”¹³⁹

[142] The consequence of this, Linfox Armaguard submitted, was to place “employees, customers and the general public as well as the cash or other valuable cargo at significant risk.”¹⁴⁰

[143] Prosegur also raised the regulation of soft-skin operators in the CIT industry as a significant issue¹⁴¹ submitting that **“soft skin operations are placing CIT employees in situations of unacceptably high risk [emphasis added].”**¹⁴² In particular, Prosegur submitted that:

“... there is a clear correlation between soft skin operations and robberies as soft skin operators are seen by armed robbery offenders as ‘soft targets’; often poorly paid, poorly equipped and poorly trained.”¹⁴³

[144] Prosegur noted that attacks on soft-skin operators were not as highly publicised and therefore accurate data on their type and frequency was limited.¹⁴⁴ However, it submitted that it had received anecdotal reports of reduced safety practices in this sector of the CIT industry:

“... an increasing number of anecdotal reports over the past 18-24 months of soft skin operators who do not deploy the security practices suggested in the codes of practice, and of operators who carry materially higher values of cash than the limits discussed in this submission. Prosegur has found that soft skin operators in the marketplace have adopted a model of significantly reduced costs across each aspect of their operations [emphasis added].”¹⁴⁵

[145] Prosegur also submitted that relatively lower vehicle standards in parts of the industry had given rise to safety issues, in particular:

- “a. Poorly designed and constructed armoured vehicles that fail to provide the requisite level of armoured protection
- b. Evidence of ATM servicing from a ‘soft skin’ utility because of insufficient armoured resources
- c. Back to base alarms and engine immobilisation systems not being used at all
- d. No back to base radio communications
- e. No in-vehicle drop safe, or ‘safes’ not fit for purpose”.¹⁴⁶

4.4 Intelligent Banknote Neutralisation System technology

[146] IBNS devices are designed to improve safety and security when cash is transported to and from vehicles by causing dye/ink or smoke to be emitted, or tracking devices or sirens to be activated, if the device is triggered.¹⁴⁷

[147] A range of information was provided by parties regarding the extent to which IBNS technology can be used to promote safety and security in the CIT industry. The wide range of views on this issue were canvassed, with some parties advocating the use of IBNS technology and others expressing doubts about its role or usefulness.

[148] Toll Secure submitted that “any RSRO should at the very least encourage operators to explore if not adopt IBNS technology as a safe system of work,”¹⁴⁸ clarifying in its oral submission that it is “not ... saying that [the Tribunal] should make an order that mandates the use of IBNS technology.”¹⁴⁹

[149] Toll Secure submitted that “implementation of IBNS technology in Europe has significantly reduced ATM and CIT attacks”¹⁵⁰ and that “early adoption of the technology reduces the risk profile of CIT operations and the risk to CIT workers, customers' staff and the general public.”¹⁵¹

[150] However, Linfox Armaguard reported that it had experienced problems with IBNS devices¹⁵² and submitted that IBNS devices were “not suitable alternatives for appropriately armoured vehicles and armed CIT road crew.”¹⁵³

[151] In regards to IBNS, the TWU submitted that they “don’t see that technology ever as replacing some of the fundamental elements of PPE.”¹⁵⁴ ASIAL submitted that it believes that use of technology is “part of the risk management assessment process.”¹⁵⁵

[152] Prosegur referred to research which it said suggested there was no link between IBNS technology and improved security or safety outcomes¹⁵⁶ and submitted that IBNS technology “is highly questionable in its reduction of the incidence of robbery, or in increasing safety.”¹⁵⁷

[153] Southern Cross Protection submitted that it:

“believes that the deterrent of removing the reward through the use of IBNS technology is a significant improvement and certainly safer and more effective than adding additional armed guards to each service.”¹⁵⁸

[154] Southern Cross Protection also submitted that a report it commissioned from Eymet Security Consultants found that low volume CIT services by trained, uniformed, unarmed security operatives utilising IBNS technology, though carrying a level of risk, was “a sound strategy with relatively low risk.”¹⁵⁹

[155] The effectiveness of IBNS technology was also supported by ARA Security, which submitted that “an IBNS system used correctly as part of a total ‘End to End’ solution is a safer system of work,”¹⁶⁰ and there is “insight gleaned from international operators that utilising IBNS technology has significantly improved safety on CIT operations irrespective of the use of firearms, or not.”¹⁶¹

[156] Although no party ultimately pressed upon us a recommendation to adopt IBNS as a standard form of deterrent in the industry, we do note that the concerns of many of the participants to the inquiry about the use of IBNS without armed guards also being present.

4.5 Supply chain/customer arrangements

[157] A theme running through a number of submissions was that the supply chain in the CIT industry impacted, or had the potential to impact, on safety.

[158] Linfox Armaguard submitted that “the practice of customers in focusing on reducing cost of services at any cost, has been detrimental to safety and security considerations for the CIT Industry.”¹⁶² It submitted that, in its experience, there were two common customer responses to the safety and security risks associated with CIT industry activities:

“The first common response is for customers to disregard or be unaware of their responsibilities under the WHS Act and require the CIT Business to take absolute liability for all matters, regardless as to whether the safety or security risk pertains to the CIT activities being performed at a customer’s site....

The second common response is for customers to ameliorate their liability for safety and security matters by passing it off to the CIT Businesses. This includes imposing contractual conditions and indemnities on CIT Businesses for any losses suffered as a consequence of the provision of services under the Agreement with the Customer, regardless of the cause of the loss and any factors contributed to by the customer.”¹⁶³

[159] The TWU identified “**aggressive tendering processes [emphasis added]**” as an issue and submitted that they have a “**detrimental effect [of] pushing down ... price [emphasis added]**.”¹⁶⁴ It further submitted:

“Pushing down on price at the contracting level has several flow-on effects. It reduces labour costs; it reduces investment in safety standards and it pushes good operators out of the sector. Those good operators are all too often forced to either reduce their investment in safety equipment or lose large and important contracts as they are unable to compete with smaller CIT companies willing to engage in the work at much lower rates.

Both the Peterson Report and the Cash Transportation (Non-Armoured Vehicles) Interim Award 2002 identify client pressure as an important consideration in ensuring safety. Such historical focus on the role of the client as an important determinate factor expressly identifies the importance of the client in this inquiry. It is imperative that

such client bodies are forced to bear some responsibility for the pressure that they place on other supply chain participants.”¹⁶⁵

[160] Toll Secure submitted that “**undue practical or financial pressure on suppliers of CIT services can impair safety and fairness.**” [emphasis added] ¹⁶⁶

[161] Southern Cross Protection submitted that many clients did not understand the importance of varying timings for services but further submitted that there was a need to have flexible solutions for different clients.¹⁶⁷ The TWU in its oral submission also acknowledged that clients’ preferred time of service impacted on safety and security of CIT workers, especially when there were commercial clients who could only be serviced within a small time frame.¹⁶⁸

[162] SSA submitted that:

“There are numerous challenges which include non-cooperation at bank level, a lack of understanding by some clients in relation to [the] need to vary timings for service and demanding continuous compliance to Code of Practice from all our subcontractors who work mainly for us in Regional areas throughout Australia.”¹⁶⁹

4.6 Conclusion

[163] This chapter has discussed the key matters raised by parties relating to issues, incentives, pressures or practices affecting safety and fairness in the CIT industry.

[164] The impact of remuneration and payment methods on safety and fairness in the CIT industry as outlined in submissions was discussed in section 4.1. These submissions included that payment of employees or contractors using piece rates may create an incentive not to engage in appropriately safe practices.

[165] Submissions on the related issue of sub-contracting practices in the CIT industry were dealt with in section 4.2.

[166] Section 4.3 outlined concerns expressed by several parties that operators in some sectors of the CIT industry were more likely to be engaging in higher risk, or comparatively less safe, practices. A particular focus of these submissions was concerns about operators, such as couriers, engaging in CIT services as an ancillary function to their main operations. The proposition that these operators are generally engaged in non-armoured operators, and the ramifications of this mode of operation for safety, was also discussed.

[167] Section 4.4 presented a range of information provided by parties regarding the extent to which IBNS technology can be used to promote safety and security in the CIT industry. The wide range of views on this issue were canvassed, with some parties advocating the use of IBNS technology and others expressing considerable doubts about its role or usefulness. We note, again, the concerns about this form of technology operating as the exclusive form of deterrent for armed robbery.

[168] Finally, a theme running through a number of submissions was that in some instances the supply chain in the CIT industry had operated, or had the potential to operate, to impact on the safety of workers in the CIT industry, including drivers. Parties contended that this had

occurred through the practices of clients or acquirers of CIT services (as outlined in section 4.5), including through their interaction with CIT operators.

[169] Parties' proposals for matters which may be improved by a RSRO are discussed in Chapter 5.

Chapter 5. Parties' proposals for matters which may be improved by a RSRO

[170] This chapter of the report discusses party proposed RSROs covering road transport drivers in the CIT industry that were tendered to the Inquiry as part of submissions by the TWU, Linfox Armaguard, Prosegur, Toll Secure and ASIAL.

[171] As noted above, the scope of this Inquiry was established by the President's Statement which provided:

“[8] The inquiry is into the sectors in the Cash in Transit industry within the meaning of the *Transport (Cash in Transit) Award 2010* as in force on 1 July 2012. The Inquiry:

- (a) will have regard to the object of the *Road Safety Remuneration Act 2012* (Cth) of promoting safety and fairness in the road transport industry; and
- (b) is for the purpose of informing the Tribunal as to the preparation of any draft road safety remuneration order covering employee and/or contractor road transport drivers in the sectors in the Cash in Transit industry, their employers or hirers, and participants in the supply chain in relation to those road transport drivers.

[9] Written or oral submissions to the inquiry are invited from interested persons on issues, incentives, pressure or practices affecting safety and fairness in the Cash in Transit industry that may be improved by a RSRO covering relevant employee and/or contractor road transport drivers, their employers or hirers, and participants in the supply chain in relation to those road transport drivers.”¹⁷⁰

[172] Chapter 4 of this report detailed the issues, incentives, pressures and practices that the parties submitted affected safety and fairness in the CIT industry.

[173] In this context, we note that there has only been a limited discussion of the rates of pay for CIT road transport drivers. We note that this has occurred in the context of the Tribunal's ongoing consideration of payments for road transport drivers associated with the Second Annual Work Program.¹⁷¹

[174] Parties submitted to the Inquiry a range of proposals which they contended would improve safety and fairness in the CIT industry, in particular through the making of a number of proposed RSROs. Other parties have made comments on those party proposed RSROs. These submissions are described in this chapter.

The Inquiry's remit and submission of party proposed RSROs

[175] Before discussing the proposed RSROs submitted by parties, it is relevant to note that the Inquiry's purpose was not to create or consult on a RSRO (of the Inquiry's making or otherwise) but rather to inquire into practices in the CIT industry that parties considered could be improved by making an RSRO.

[176] The discussion in this Chapter therefore reflects the analysis and comparison the Inquiry could draw from the party proposed RSROs as informed by submissions that were received during the course of the Inquiry. Such analysis is considered useful to the extent it canvasses the views of particular parties on “...issues, incentives, pressure or practices affecting safety and fairness in the Cash in Transit industry that may be improved by a RSRO covering relevant employee and/or contractor road transport drivers, their employers or hirers, and participants in the supply chain in relation to those road transport drivers.”¹⁷²

Submissions opposing RSROs and submissions beyond the scope of RSROs

[177] It is also relevant to note that, while the discussion in Chapter 5 focuses on party proposed RSROs, the Inquiry also notes the submissions of parties who expressed doubts about or opposed the making of a RSRO for the CIT industry. One of these parties was Business SA, which expressed the view that a RSRO “is not the appropriate mechanism to manage and control the unique work health and safety risks and hazards of the industry.”¹⁷³ It submitted:

“... a holistic and multi-faceted approach is required to drive further safety improvements in the industry, incorporating appropriate measures such as collaboration between participating sectors of the industry, effective risk assessment, management and training and enhanced compliance and enforcement of existing laws and regulations, rather than the creation of additional regulation covering the industry.”¹⁷⁴

[178] SSA also submitted that it “promote[s] the establishment of a code of practice rather than an order because ... the security industry is quite diverse across the country.”¹⁷⁵

Jurisdictional Issues

[179] In comments on the interim report, SSA and Business SA raised issues relating to the jurisdiction of the Tribunal in making a RSRO. SSA submitted that the CIT industry was already subject to sufficient legislative and regulatory requirements, and warned against the Tribunal acting in a manner outside its jurisdiction.¹⁷⁶

[180] Business SA submitted that the additional requirements proposed by the TWU for ensuring regulative and legislative compliance outside of the *Fair Work Act 2009* and the WHS Act were “unreasonable and should not be considered as a feasible component for any future RSRO initiated by the RSRT.”¹⁷⁷ Further, Business SA submitted that there already existed a national guide for the CIT industry from Safework Australia, the *General Guide for Managing Cash-in-Transit Risks*.¹⁷⁸

Chapter structure

[181] This chapter discusses the proposed RSROs submitted by parties to the Inquiry within the following sections:

- section 5.1: Application and operation;
- section 5.2: Training and qualifications;
- section 5.3: Risk assessments;
- section 5.4: Safe operating procedures;

- section 5.5: Consultation;
- section 5.6: Vehicle standards;
- section 5.7: Cash limits;
- section 5.8: Personal protective equipment;
- section 5.9: Communications systems;
- section 5.10: Escort systems;
- section 5.11: Crewing levels;
- section 5.12: Requirements for particular categories of CIT work;
- section 5.13: Safe remuneration systems;
- section 5.14: Chain of responsibility; and
- section 5.15: Drug and alcohol policy.

[182] The proposed RSROs submitted by Linfox Armaguard, Prosegur and Toll Secure are based on, and respond directly to, the TWU’s proposed RSRO. Reflecting this approach, the discussion is structured according to the headings of the TWU’s proposed RSRO. To allow for comparison, ASIAL’s proposed RSRO (which incorporates the CIT industry code of practice developed by ASIAL) is also discussed in accordance with the TWU headings, although unlike the others, its structure and format does not directly reflect that of the TWU proposed RSRO. Although in some instances there is not a direct overlap between the clause numbers of the proposed RSROs, the substance of the clauses and the issues they are intended to address are sufficiently clear. A comparison of party proposed RSRO clauses is provided at Appendix D, comprising a comparative table (D.1) and a clause-by-clause comparison of the RSROs proposed by Linfox Armaguard, Prosegur, Toll Secure and ASIAL with the TWU’s proposed RSRO (D.2).

5.1 Application and operation

[183] The TWU, Linfox Armaguard, Prosegur and Toll Secure were largely in agreement on the application and operation clauses of their proposed RSROs,¹⁷⁹ including in relation to commencement date,¹⁸⁰ application¹⁸¹ and defined terms.¹⁸²

[184] These proposed RSROs sought to cover the following drivers and supply chain participants in the CIT industry:

- “3. This Order applies to a road transport driver employed or engaged in the road transport and distribution industry in respect of the provision by the road transport driver of a road transport service wholly or substantially in relation to CIT Work.
4. This Order imposes requirements on an employer or a hirer of a road transport driver to whom the Order applies, and on a participant in the supply chain in relation to a road transport driver to whom this Order applies.”¹⁸³

[185] Each of the above parties defined ‘CIT Work’ to include “the transport of cash and other valuables and ATM Work,”¹⁸⁴ with the result that their proposed RSROs would extend to specified work relating to automatic teller machines. They defined a ‘CIT Worker’ as “a person performing CIT Work and includes a Road Transport Driver,”¹⁸⁵ with ‘Road transport

driver' having the meaning given by the RSR Act.¹⁸⁶ The issue of automatic teller machines is discussed further below.

[186] The TWU, Prosegur and Linfox Armaguard excluded the transport of coin from the definition of 'CIT Work'. Linfox Armaguard submitted that this exclusion was based on its view that "the likelihood of an armed attack on crew transporting coin is low due to the logistics of stealing large sums of it."¹⁸⁷ The definition of the CIT Industry in the CIT Award 2010 covers coin.

[187] Toll Secure's proposed RSRO added a definition of 'Armoured Work' and modified the definitions of 'ATM Maintenance' and 'Client'.¹⁸⁸ Toll Secure's definition of 'Cash and other valuables' did not exclude coin unlike other proposed RSROs.¹⁸⁹ It is noted, however, that Toll Secure's proposed RSRO was submitted before the exclusion of coin from the TWU's proposed RSRO.

[188] ASIAL's proposed RSRO used different wording in relation to application and coverage. In particular, while at cl. 5 it seeks to impose obligations on "CIT Road Crew, CIT Industry Participants and acquirers of CIT Services,"¹⁹⁰ the code of practice which forms part of these requirements also includes its own provisions in relation to application and coverage. In particular, it provides that it:

"... does not apply to persons whose predominant business is not the provision of CIT services, or who are collecting, delivering or transporting valuable goods less than \$5,000 in totality (for the avoidance of doubt, not per carry)."¹⁹¹

CIT operations ancillary to core business

[189] One issue relating to coverage that emerged during proceedings was whether any RSRO made by the Tribunal to cover road transport drivers in the CIT industry should cover entities engaged in CIT work as an ancillary function, particularly couriers. Issues raised about these sectors of the CIT industry were discussed earlier in Chapter 4.

[190] In its oral submission, Southern Cross Protection submitted that "the order should apply to couriers to the extent that they carry cash."¹⁹²

[191] Likewise, ASIAL submitted that "if other parts of the transport industry want to do work in the cash in transit industry then they should be working under the same regulation as those who are deemed to be in the cash in transit industry."¹⁹³ Linfox Armaguard and the TWU essentially supported this position.

[192] SSA supported the inclusion of couriers, but in a code of practice rather than an order.¹⁹⁴ In its comments on the interim report, Prosegur submitted that any RSRO should ensure that it includes in its scope other courier and road transport driver businesses, with the critical factor being their carriage of "cash and other valuables", rather than the primary business of the carrier.

ATM maintenance work

[193] A number of parties in their comments on the interim report expressed concerns about proposals to regulate ATM maintenance work. Wilson Security submitted that the definition of ATM Maintenance Work was too prescriptive and supported a clear distinction between

maintenance work requiring access to an ATM vault and First Line Maintenance work that does not require access to the vault or deployment of armed personnel.¹⁹⁵

[194] Similarly, NCR submitted that any RSRO should not extend to ATM maintenance workers.¹⁹⁶ In particular, NCR drew attention to proposed definitions of ‘ATM work’ and ‘ATM maintenance work’, and noted that there was an overlap between the functions performed by ATM workers under each category.¹⁹⁷

[195] Accordingly, in their comments NCR proposed a revised definition of ‘ATM Maintenance work’ for the Tribunal to consider.¹⁹⁸ NCR also submitted that there are jurisdictional issues in relation to the coverage of ATM workers in the TWU’s proposed RSRO.

[196] NCR submitted that while its clients may move ATMs and other products from time to time, “its employees are not employed as ‘drivers’”¹⁹⁹ and “ATM maintenance work is not CIT Work and does not involve movement/transportation of cash or valuables.”²⁰⁰

5.2 Training and qualifications

Chapter 3 highlighted some of the regulatory framework considerations relating to training and qualifications in the CIT industry, while Chapter 4 highlighted concerns by some parties that training and qualifications in some aspects of CIT work were not standard across sectors of the CIT industry.

[197] The TWU’s proposed RSRO sought provisions for training and qualifications including obligations on CIT operators,²⁰¹ pre-employment checks²⁰² and pre-engagement training and qualification.²⁰³

[198] There was agreement in other proposed RSROs to such provisions, with only minor amendments.²⁰⁴

First aid training

[199] TWU’s proposed RSRO sought to prescribe first aid training for CIT workers.²⁰⁵ However, Toll Secure sought to exclude first aid training from the proposed provisions because there is already an existing requirement of first aid training for a CIT worker to obtain or renew their security licence, and Toll Secure submitted that a separate requirement in this section would cause duplication.²⁰⁶

[200] ASIAL submitted that “there is no need for mandatory provisions in Draft Orders dealing with ... First Aid Training (which is a licensing requirement in all states and territories).”²⁰⁷

Firearms training

[201] Some considerations regarding the use of firearms in the CIT industry were canvassed in Chapters 2 and 3 of this report. The TWU’s proposed RSRO sought to prescribe firearms training for CIT workers.²⁰⁸

[202] Southern Cross Protection, in the context of discussing the role of unarmed services in the CIT industry, sought to exclude firearms training as it is “not required when firearms are not carried.”²⁰⁹

Credit checks

[203] The TWU initially sought provisions regarding credit checks but ultimately did not pursue an obligation for a CIT operator to perform credit checks on new CIT workers.²¹⁰

[204] Linfox Armaguard sought reinstatement of the proposed requirement for credit checks, which it submitted “reflect[s] the need for probity checks ... [which] is often a mandatory requirement in customer contracts.”²¹¹ ASIAL and Toll Secure also proposed RSROs which included credit history checks.²¹² In its oral submission, Toll Secure stated that it “see[s] that a credit history check is in fact an important means by which to ascertain risk.”²¹³

[205] Prosegur submitted that it did not believe credit checks “add[ed] value to the assessment of potential employees.”²¹⁴

General comments about changes to training and qualifications for inclusion in a RSRO

[206] In its proposed RSRO, ASIAL sought provisions dealing with qualifications²¹⁵ and training.²¹⁶ The provisions sought were generally aligned with those in the TWU’s proposed RSRO, but ASIAL’s proposed RSRO did not place specific obligations on operators.²¹⁷

[207] In its oral submission Linfox Armaguard supported the New South Wales training standards as the benchmark in CIT training:

“What we’re saying is that there should be one standard and it should be the highest standard. I think I’m right in saying that that standard is the New South Wales standard.”²¹⁸

[208] Prosegur, in addition to the clauses in its proposed RSRO dealing with training, submitted that the Tribunal should consider the regulation of ongoing industry training, taking into account areas such as:

- a. Compensation for employees when engaged in training
- b. The content of ongoing training programs and who should deliver the training material
- c. The mandatory inclusion of annual scenario training programs to skill employees in armed robbery responses
- d. The frequency of training programs
- e. Who is responsible for the regulation and monitoring of the training programs, for example: ASIAL, the Security Industry Registry or some other regulatory agency”²¹⁹

5.3 Risk assessments

[209] The use of risk assessments by operators in the CIT industry was discussed earlier in Chapter 2. Risk assessments were identified by a number of parties as critical to promoting safety in the CIT industry, and all proposed RSROs included a requirement that risk assessments be performed,²²⁰ subject to the differences discussed below.

[210] The TWU's proposed RSRO contains a number of provisions for risk assessments.²²¹ These include obligations on operators to perform risk assessments before any CIT work is performed on a site,²²² as well as ongoing risk assessments by a 'competent person'²²³ and under relevant guidelines.²²⁴ The proposed RSRO also sets out what a risk assessment must include as well as specific provisions for non-armoured work²²⁵ and a requirement to provide risk assessment information to CIT workers.²²⁶

[211] In its submission, the TWU explained that "each site where a worker completes work in CIT comes with its own specific concern for worker safety"²²⁷ and that, to the extent possible, risk assessments "must be made independent of any guidance by the supply chain participants requesting the site assessment."²²⁸

[212] Although in their proposed RSROs, Linfox Armaguard, Prosegur and Toll Secure included many of the provisions proposed by the TWU,²²⁹ they differed in relation to when risk assessments should be made, who should perform them and consultation requirements relating to risk assessments.

Obligation to perform a risk assessment for new contracts

[213] The TWU's proposed RSRO sought that a further risk assessment, beyond that conducted before work is performed to or from a particular site, be carried out "at least on each occasion that a new contract is entered into for the carrying out of CIT work between each Client and CIT Operator."²³⁰

[214] Both Linfox Armaguard and Prosegur sought to exclude the proposed requirement for a further risk assessment when a new contract is entered into.²³¹ Linfox Armaguard submitted that: "it is not appropriate to have it at the renewal of a contract as CIT contracts can be for a relatively short period of time or not exist at all."²³²

[215] In its final submission, the TWU responded by submitting that:

"... such assessments are an important part of the contracting process. On each occasion a contract is entered for the performance of CIT work the client must bear some responsibility and this includes a consideration from the client about the risks associated with their sites in conjunction with CIT Operators."²³³

[216] Prosegur also sought that where workers were to be informed about risk assessments "notification only be required where the reassessment results in a change to the conclusions of the assessment."²³⁴ In response to this the TWU submitted that "such assessments must be made available even where there are no changes made to these assessments. ... [s]uch assessments are about the safety of CIT workers."²³⁵

[217] Prosegur further submitted that it is not appropriate for there to be specific determinations around risk assessments of individual client sites.²³⁶

*Consultation regarding risk assessments*²³⁷

[218] The TWU’s proposed RSRO at cl. 22 sought that:

“Where a CIT Worker believes that the results of a security assessment or review are inconsistent with the safe performance of work, the CIT Worker, their elected employee representative and/or the Transport Workers’ Union of Australia must advise the CIT Operator forthwith. When the CIT Operator is so advised:

- (a) the CIT Operator shall consult with CIT Workers about the matter and follow a clear review process to address any concerns raised by the CIT Worker, which shall be in accordance with the Workplace Health & Safety Act 2011 (Cth);
- (b) further to subclause 22(a), where any concern is raised in relation to a risk assessment, the CIT Operator must make available the competent person who conducted the assessment for consultation with the relevant CIT Workers, their elected employee representatives and/or the Transport Workers’ Union of Australia;
- (c) if the matter remains unresolved, there shall be consultations between senior officials of the relevant union and senior management of the CIT Operator; and
- (d) if the matter remains unresolved, the matter shall be referred to the Tribunal for resolution.”²³⁸

[219] Prosegur submitted that a requirement for consultation to include the relevant union:

“... in effect forces CIT operators to have union representation in their workplaces, and by extension CIT Workers to be a member of a union. While we are supportive of union activities in Prosegur workplaces, we are concerned that a clause such as this is in conflict with existing law.”²³⁹

[220] Toll Secure also expressed “concerns with union involvement being mandated”²⁴⁰ for risk assessments. Southern Cross Protection submitted that: “in relation to clause 22(a) of the TWU’s amended RSRO, [Southern Cross Protection] submits that the Tribunal has no jurisdiction to make such an order.”²⁴¹

[221] In its final submission, the TWU submitted that “it is the view of the TWU that it is appropriate to be involved in consultation for review of risk assessments, standard operating procedures, dispute handling and addressing issues by compliance with the Order.”²⁴²

Persons conducting risk assessments

[222] The TWU’s proposed RSRO sought that a risk assessment must be completed by a ‘competent person’ who holds a Certificate IV or Diploma in Security Risk and Management, is appropriately licensed and has relevant experience in the CIT industry.²⁴³ In its comments on the interim report, Linfox Armaguard supported the TWU’s assessment and requirement for “appropriately licensed, qualified and experienced persons to conduct risk assessments.”²⁴⁴

[223] Toll Secure questioned the necessity in the TWU proposed RSRO of requiring a person with relevant CIT industry experience to conduct risk assessments, seeking that this be removed.²⁴⁵ The TWU responded to this by submitting:

“The TWU submits that **it is a necessary and important requirement that any person conducting a risk assessment in the CIT sector must have the necessary knowledge and experience in relation to the operations of the sector and the nature of the work to be completed** [emphasis added]. Such experience is critical in ensuring the safety of CIT workers by way of specialised knowledge about risks and key operational needs.”²⁴⁶

[224] PMA Protection Services similarly stressed the importance of having a competently qualified person to conduct the risk assessments:

“Ultimately, the safe conduct of the CIT process falls on the detailed risk assessment undertaken by a licensed security consultant and their competency to do so. Risk assessments by consultants who do not understand the risks themselves are a liability to ... the company, the clients, the guards undertaking the services and the community.”²⁴⁷

[225] ARA Security submitted that:

“... all risks should be assessed by competent persons in the form of a risk assessment (SRA) and this documented process should be the determining factor in the level of mitigation, such as types of vehicles, cash limits and crewing levels.”²⁴⁸ SNP Security submitted that it “strongly believe(s) that the risk assessment conducted by a competent person should be the determining factor for the various considerations of a cash in transit service.”²⁴⁹

[226] ASIAL, in its proposed RSRO, also sought provisions for risk management.²⁵⁰ The proposed requirements in regards to what a risk assessment must include and the qualifications required to be held by the person completing the assessment are largely the same as those in the TWU’s proposed RSRO.²⁵¹ However, ASIAL’s proposed RSRO does not contain provisions as to what must be included in an assessment of work sites or separate proposed risk assessment provisions for non-armoured work or proposed requirements to provide risk assessment information to workers. It did not seek provisions for further risk assessments when new contracts are entered into.

5.4 Safe operating procedures

[227] In its proposed RSRO, the TWU sought provisions regarding safe operating procedures to be adopted by CIT industry operators.²⁵² It stated that operators must have these procedures in place in writing²⁵³ and sets out what they must contain, including, for example, hours of work and measures to address fatigue and stress.²⁵⁴

[228] The TWU submitted that safe operating procedures are “necessary to ensure that risks for workers in the CIT industry are addressed”²⁵⁵ and that both risk assessment and safe operating procedures are part of a “best practice” approach.²⁵⁶

[229] The TWU also submitted that “a qualified and independent person must be required to attend all sites to complete a risk assessment prior to CIT work being completed at this site.”²⁵⁷

[230] Linfox Armaguard’s, Prosecur’s and Toll Secure’s proposed RSROs supported the TWU’s safe operating procedure clauses without amendment,²⁵⁸ although Linfox Armaguard made some comments on how aspects of these clauses might operate in practice.²⁵⁹

[231] ASIAL’s proposed RSRO did not seek provisions regarding safe operating procedures.²⁶⁰

5.5 Consultation

[232] The TWU proposed RSRO sought to mandate that CIT workers and/or their representatives be consulted regarding risk assessments, systems of work and safe operating procedures,²⁶¹ as well as requirements regarding the provision of safety information to CIT workers.²⁶²

[233] The TWU submitted that “CIT workers know the dangers they face in their working lives and are best placed to provide valuable insight about the necessary standards that should be in place.”²⁶³

[234] Other proposed RSROs largely supported the consultation provisions in the TWU’s proposed RSRO,²⁶⁴ with amendments primarily directed at addressing representation and involvement by the union or employee representatives.²⁶⁵

[235] Prosecur submitted that it “[did] not agree with imposed obligation to consult with other representatives of CIT Workers, and ... view[ed] the right of CIT Workers to work with the CIT Operator as already available via the WHS legislative framework.”²⁶⁶ This was reflected in Prosecur’s proposed RSRO which did not include provisions regarding consultation with employee representatives.²⁶⁷

[236] Toll Secure’s proposed RSRO sought to include that representative consultation should occur at the request of employees.²⁶⁸ Toll Secure submitted that “[i]t’s just a question of how it’s reflected so that it can’t be regarded as a mandatory involvement of the union.”²⁶⁹

[237] ASIAL’s proposed RSRO did not seek provisions for consultation²⁷⁰ and ASIAL submitted that mandatory orders in regard to consultation were not required as this is “covered adequately in the Transport Cash in Transit Award 2010.”²⁷¹

[238] ASIAL further submitted that “there is no need for mandatory provisions in Draft Orders dealing with... the involvement of third parties in consultations unless nominated as representatives by employees”²⁷² and that this should be “determined by a risk assessment conducted by a competent person.”²⁷³

[239] In its comments on the interim report, Business SA submitted that it has “significant concerns with the legality of the proposed union right of entry provisions outlined in the TWU submission.”²⁷⁴

5.6 Vehicle standards

[240] Some issues regarding vehicle standards as well as parties' views about non-armoured or 'soft skin' vehicles were outlined in Chapter 4 above. The TWU proposed RSRO sought to mandate a range of vehicle standards for armoured²⁷⁵ and non-armoured vehicles.²⁷⁶

[241] There was broad support for these proposed provisions in other proposed RSROs, with several amendments.²⁷⁷

[242] Linfox Armaguard put the view that:

“...best practice for ensuring the safety and security of CIT Road Crew and deterring criminal attacks is through the use of appropriately designed vehicles and PPE, including firearms.”²⁷⁸

[243] In its comments on the interim report, Linfox Armaguard submitted that armoured and non-armoured were the only two vehicle types that should be made permissible in the CIT industry, as those were “recognised as industry best practice.”²⁷⁹

[244] Linfox Armaguard and Toll Secure sought that specifications for secure transfer safes not be included²⁸⁰ in any RSRO. Toll Secure submitted such specifications would preclude “some “soft” work.”²⁸¹ In their comments on the interim report, SNP Security and ASIAL submitted that having a safe fitted with a one way deposit with the key left at base was not practical. SNP Security and ASIAL also noted that storing of consignments in individual lockers was not necessary or practical.²⁸²

[245] ASIAL's proposed RSRO also sought provisions regarding vehicle safety features.²⁸³ Many of ASIAL's provisions were the same as those in the TWU proposed RSRO, however the TWU provisions regarding vehicles²⁸⁴ go beyond ASIAL's. ASIAL also submitted that there was no need for mandatory provisions regarding the type of vehicle as this “should be determined by a risk assessment conducted by a competent person.”²⁸⁵

Semi-armoured vehicles

[246] In addition to seeking some amendments to the TWU proposed RSRO regarding vehicle specifications,²⁸⁶ Prosegur's proposed RSRO also included a new vehicle standard for semi-armoured vehicles.²⁸⁷ Prosegur submit that this new inclusion was necessary because:

“... we note that semi-armoured vehicles are used extensively in the industry, and the requirement to up-spec such vehicles to be fully armoured would be a very high burden on industry participants, if indeed it is even possible to comply with before the proposed effective date of 1st July 2015. While we are very supportive of the Tribunal making clear requirements for vehicles used in the industry, we believe it is important to allow a distinction between full- and semi-armoured vehicles.”²⁸⁸

[247] In response to this, the TWU submitted that:

“The TWU rejects this insertion of an additional vehicle classification. The current position in relation to armoured and non-armoured work is given support in legislation and is the most appropriate approach in the face of ongoing security challenges.”²⁸⁹

[248] In response to the TWU's proposed RSRO, ASIAL submitted that:

“If the tribunal makes decisions that preclude non or semi armoured covert unarmed operators from providing these services, client(s) will turn to either unregulated providers or their own staff to conduct the work thereby transferring and increasing the risk.”²⁹⁰

Single person entry (SPE)

[249] A number of parties made comments about their own practices in relation to the use of single person entry (SPE), which are detailed in Appendix C. The TWU proposed RSRO sought a provision that armoured vehicles must include an SPE mantrap.²⁹¹

[250] Toll Secure sought the removal of this proposed provision. Toll Secure submitted that “Toll does not accept that mantraps should be mandatory”.²⁹²

[251] Prosegur submitted that:

“Where a vehicle has secure partitioning, our experience suggests that SPE is only needed on a risk-assessed basis. We also note that, if the Tribunal were to include such a requirement for armoured vehicles, the financial burden to the industry would be such that the vast majority of CIT operators would be likely to close down. Our conservative estimate of the cost to retrofit SPE to a single vehicle is around \$25-30,000. While we do believe that SPE is appropriate in particular circumstances, we have found that SPE provides negligible incremental deterrence in most instances, and so the commercial and competitive cost to put such an obligation on the industry is not warranted.”²⁹³

[252] Prosegur also submitted that “where vehicle standards are prescribed in a mandatory and enforceable manner, that the safety of employees would significantly improve.”²⁹⁴

Livery

[253] The TWU proposed that “company livery must be overtly displayed on the armoured vehicles or be covertly disguised without any overtly displayed company livery.”²⁹⁵

[254] Linfox Armaguard submitted that part of the TWU's proposed provision regarding company livery was in contravention of the *Security Industry Regulation 2007* (NSW), and omitted from its proposed clause the part dealing with covert disguise.²⁹⁶ Prosegur submitted that company livery must be overtly displayed on fully armoured vehicles²⁹⁷ while Toll Secure submitted that “Armoured Vehicles must by legislation be branded.”²⁹⁸

5.7 Cash limits

[255] The TWU's proposed RSRO sought limits on the amount of cash that can be transported in armoured work and non-armoured work, in vehicles and over the pavement, as part of a confidential schedule.²⁹⁹

[256] Some parties made submissions about their own practices in regard to the transport of cash, which are detailed in Appendix C. It is noted however, that operators' cash limits are

often kept confidential for security purposes. A number of parties made confidential submissions to the Inquiry regarding appropriate cash limits.

[257] The TWU submitted that limits should be introduced to ensure that workers are not required to carry excessive amounts of cash or valuables in vehicles or across the footpath, in order to minimise potential reward for robbery and enhance the safety of drivers.³⁰⁰

[258] Linfox Armaguard, Prosegur and Toll Secure expressed broad agreement in their proposed RSROs with the cash limit provisions sought by the TWU.³⁰¹ However, Prosegur supported cash limits only for non-armoured work and submitted that:

“Firstly, the nature of Armoured Work, along with the risk assessment process, means that larger cash movements, which carry more risk, will be addressed from an operational perspective through the risk assessment. Secondly, if all CIT Work has limits, it will mean that some cash movements are impossible to conduct. And finally, we consider vehicle limits for Armoured Vehicles to primarily be a question of company risk and insurance, rather than a safety consideration.”³⁰²

[259] Limits on the value of cash to be transported in CIT operations were included as a measure in all the party proposed RSROs. Drawing on the Marks J decision, Prosegur outlined the purpose of cash limits:

“In considering cash limits, Marks J acknowledged there were commercial and risk factors at play in determining what would be appropriate for footpath and cash limits. Most importantly, however, was the fact that he acknowledged a clear requirement for cash limits, something missing from existing Awards and Codes of Practice. In considering footpath and vehicle limits, it is important to understand that armed robbery offenders engaged in robbery offences within the CIT industry will generally conduct their own risk assessment. **At its lowest level, this risk assessment will include a determination of risk and reward. The higher the reward and the lower the risk, the more likely the armed robbery will be seen through to its inevitable conclusion. Therefore, footpath and vehicle limits are concerned with reducing the reward and, by effect, reducing the probability of an armed robbery. As previously discussed, soft-skin operations are generally perceived by the criminal element as lower risk in terms of robbery than armoured operations, therefore the issue of cash limits is of particular relevance to any discussion around soft-skins** [emphasis added].”³⁰³

[260] ASIAL’s proposed RSRO also only includes cash limits for non-armoured vehicles.³⁰⁴ Linfox Armaguard in its comments on the interim report indicated support for the footpath and vehicle limits submitted by ASIAL.³⁰⁵

[261] However, it is noted that ASIAL submitted that it was undertaking a review of the requirement in its proposed RSRO for footpath cash limits for non-armoured activities.³⁰⁶ More broadly, ASIAL submitted that limits on cash carried in vehicles or across the pavement should be “based on risk assessments not arbitrary limits”.³⁰⁷

[262] Toll Secure reserved its position on cash limits, and submitted:

“The amount of cash that can or should be carried at any given time will depend on a range of factors such as the site risk assessment, cash minimisation controls, PPE and

other specialised equipment used to complete the transfer and the CIT Operator's insurance arrangements. Any maximum cash limits established by a RSRO would need to be at a level to permit such variations."³⁰⁸

[263] In oral submissions, Southern Cross Protection submitted that "there should be cash limits imposed on across-the-pavement deliveries."³⁰⁹ In its comments on the interim report, SNP Security submitted that the determining factor for cash limits should be the risk assessment.³¹⁰

5.8 Personal protective equipment (PPE)

[264] Some considerations regarding the use of safety equipment submitted by parties were outlined in Chapter 4 of this report. Some parties also made submissions regarding their own practices in regards to personal protective equipment (PPE) which are detailed in Appendix C.

[265] The TWU's proposed RSRO sought provisions that all CIT workers must be armed with firearms while performing CIT work³¹¹ and must be uniformed while performing armoured work³¹² as well as provisions regarding PPE that must be provided³¹³ and carried in vehicles.³¹⁴

[266] There was general agreement on these provisions in other proposed RSROs, with some amendments.³¹⁵

[267] ASIAL's proposed RSRO includes provisions regarding PPE³¹⁶ which are also included in the TWU's proposed RSRO. However, the relevant ASIAL provisions also include "[p]ersonal body armour, where authorised by the relevant regulatory body."³¹⁷

Firearms

[268] Some comments regarding the use of firearms in the CIT industry were canvassed in Chapter 3 above. ASIAL's proposed provisions regarding firearms are contained in its 'Vehicles' clause and allows for workers performing CIT work in both armoured and non-armoured vehicles to carry firearms.³¹⁸ However, it is noted that ASIAL submitted that it was undertaking a review of the requirement in its proposed RSRO for covert non-armoured operators to carry a firearm.³¹⁹

[269] SNP Security submitted that soft skin operators carrying firearms may not be justifiable due to the level of risk involved:

"Services that are assessed as low risk are often serviced by a soft skin vehicle in a covert manner. Where this occurs, the carriage of a firearm as a safety measure may not be justified due to the level of risk, and the hazard that the firearm introduces to the activity. Additionally, the primary purpose of the firearm is to provide a deterrent and this purpose is circumvented by conducting the activity in a covert manner."³²⁰

[270] In its comments on the interim report, SNP Security submitted that "the determining factor for the use of a firearm should be the risk assessment conducted by a competent person."³²¹

[271] As outlined earlier in Chapter 2, Southern Cross Protection submitted that "soft-skin operatives should not be armed"³²² citing research by the Australian Institute of

Criminology³²³ which it submitted found that the “consequences of any attack will be significantly reduced by the removal of mandatory carriage of firearms by the security operative.”³²⁴ Further, in its reply to the TWU’s proposed RSRO, Southern Cross Protection submitted that risk assessments “should be the determining factor in application of the treatment allocation of firearms.”³²⁵ In its comments on the interim report, Business SA submitted that the firearms requirements in the TWU proposed RSRO would, for small businesses, be “costly, onerous and difficult to sustain.”³²⁶

Personal body armour

[272] Prosecur’s submissions regarding its practices around the use of personal body armour are outlined in Appendix C. Prosecur submitted that “the Tribunal [should] review the mandatory wearing of personal body armour (PBA) when engaged in armed CIT operations”³²⁷ and that “wearing PBA should be mandatory and not left to the individual operators to determine.”³²⁸ Prosecur included such a clause in its proposed RSRO.³²⁹

[273] Southern Cross Protection submitted that use of personal protective armour should be based on the risk assessment,³³⁰ while Toll Secure did not support Prosecur’s proposed provision regarding the mandatory wearing of personal body armour.³³¹

Non-slip footwear

[274] The TWU’s proposed RSRO sought to mandate that PPE provided to ‘CIT Workers’ must include, amongst other things “non-slip footwear (either provide or reimburse costs for non-slip footwear).”³³²

[275] Linfox Armaguard did not agree “that it should supply non-slip footwear as the needs of workers are many and varied.”³³³ In response to this, the TWU submitted that it “is of the view that such footwear is necessary PPE and that CIT Operators should reimburse CIT workers for the purchase of non-slip footwear.”³³⁴

5.9 Communication systems

[276] The TWU’s proposed RSRO provides that an “effective communication system” must be provided in the event that a CIT worker is isolated from assistance of other persons due to the location or nature of their work.³³⁵ The TWU sought that the communications system must include back-to-base communication equipment, personal duress alarms and arrangements for emergency communication.³³⁶

[277] An identical requirement is contained in ASIAL’s proposed RSRO.³³⁷ Prosecur’s, Linfox Armaguard’s and Toll Secure’s proposed RSROs included these clauses without amendment.³³⁸

5.10 Escort systems

[278] Escort systems refer to arrangements or processes to provide CIT workers, including road transport drivers, with an accompanying escort travelling separately to the workers, with the objective of improving the safety of that work.³³⁹

[279] The TWU proposed RSRO provides that a “CIT Operator must have a random escort system that is not readily predictable in place for every Client site,” with the proviso that an

escort must be provided if a risk assessment determines this is necessary.³⁴⁰ It submitted that this requirement reflected that “it is well known that the more eyes on the job, the more likely that hazards will be identified”³⁴¹ which would “allow workers to complete their work in a manner that is safer and more secure.”³⁴²

[280] There were a range of views on whether, and if so how, any RSRO should provide for escort systems. Linfox Armaguard and Toll Secure proposed that the requirement to provide random escort systems should be contingent on a risk assessment determining that it is required.³⁴³ Linfox Armaguard submitted that escorts, including random escorts, would be less effective if it was known that they were always present when CIT work was being undertaken.³⁴⁴

[281] Prosecur omitted any requirement around escort systems from its proposed RSRO, submitting that, in its view, there is no evidence that such systems mitigate issues of safety associated with CIT work.³⁴⁵

[282] ASIAL’s proposed RSRO does not deal with escort systems. It submitted that a requirement for escorts should be determined by a risk assessment rather than through prescription in an order³⁴⁶ and that it is “manning levels that are most effective at managing risk and worker safety, rather than escorts as a specific measure.”³⁴⁷ Similarly, Southern Cross Protection submitted that risk assessments should determine whether an escort system is necessary.³⁴⁸ SNP Security and ASIAL in their comments on the interim report, submitted that it may not be practical or necessary to have escort systems for non-armoured operations.³⁴⁹

5.11 Crewing levels

[283] Proposed RSROs submitted by Linfox Armaguard, Toll Secure and the TWU included substantively identical clauses requiring a minimum of two CIT workers in each armoured vehicle conducting ‘CIT Work’,³⁵⁰ with additional crew to be provided if a risk assessment stipulates this is necessary.³⁵¹

[284] Prosecur did not include the requirement for a minimum of two CIT workers at this item, noting however (at cl. 51) that it effectively provides a similar requirement for “Armoured work to be carried out by no less than two CIT workers.”³⁵²

[285] ASIAL’s proposed RSRO does not deal with crewing. It submitted that crewing levels should be determined in accordance with risk assessments.³⁵³

5.12 Requirements for particular categories of CIT work

[286] The TWU’s proposed RSRO specifies crewing requirements in relation to ‘Armoured work’, ‘ATM Work’ and ‘ATM Maintenance Work’³⁵⁴ and deals with when work must be conducted overtly or covertly.³⁵⁵ Work involving ATMs was discussed in Chapter 2.

[287] Linfox Armaguard, Prosecur and Toll Secure each made amendments or deletions to the TWU’s proposed RSRO, with all omitting the requirement proposed by the TWU that all non-armoured work must be covert.³⁵⁶ In this regard Prosecur submitted that:

“[A] range of state-based regulations means that the requirements for vehicles and CIT Workers to be either overt or covert vary from state to state, and are subject to change

at the whim of each state. We do not see the need for the order to address whether vehicles and CIT Workers are overt or covert, as we do not see a strong relationship between this and worker safety, as compared to the range of other matters covered by the order.”³⁵⁷

[288] Southern Cross Protection submitted that any RSRO seeking to cover the CIT industry should allow for non-armoured operations to be conducted overtly or covertly “to allow for specific service requirements.”³⁵⁸ Toll Secure also submitted that “some non-armoured work is conducted overtly, subject to appropriate risk assessments, insurance requirements and the like.”³⁵⁹

[289] ASIAL’s proposed RSRO does not specify crewing requirements in relation to the covert and overt status of particular types of CIT work.

5.13 Safe remuneration systems

[290] Regulation and practices regarding payments for workers in the CIT industry are discussed in Chapters 2, 3 and 4.

[291] Under the heading of ‘safe remuneration systems’, the TWU and Linfox Armaguard proposed RSROs each included clauses prohibiting specified CIT workers from receiving piece rates and requiring participants in the supply chain to take reasonable steps to ensure ‘CIT Workers’³⁶⁰ are remunerated in a way that ensures safety and fairness, covers all time worked and complies with any RSRO and applicable industrial instruments.³⁶¹ They sought that this requirement extend to amounts paid for CIT services.³⁶²

[292] In relation to contractor drivers engaged in providing CIT services, the TWU and Linfox Armaguard clauses sought to provide that these workers are also to receive no less than award rates plus a “reasonable profit margin.”³⁶³

[293] Toll Secure agreed with the TWU and Linfox Armaguard that piece rates for specified CIT workers should be prohibited,³⁶⁴ while Southern Cross Protection agreed “in principle” with this prohibition.³⁶⁵ Toll Secure’s proposed RSRO differed from that of the TWU in seeking that contractor drivers should receive remuneration on a cost-recovery, rather than profit margin, basis.³⁶⁶

[294] Prosegur omitted any direct requirements in relation to contractor drivers and proposed a limited scope for use of piece rates.³⁶⁷ It submitted:

“We strongly agree with the TWU’s position on piece rates, and agree that piece rates as a mechanism for determining remuneration should be banned. However we are concerned that the TWU drafting will prohibit the opportunity for employers and employees to negotiate productivity-based incentive payments above minimum base-rates which are above the applicable award. Our view is that the most appropriate approach is to have a low limit placed on the total payment of piece rates (as defined) rather than amending the definition of piece rates so as to allow appropriate incentives.”³⁶⁸

[295] Accordingly, Prosegur’s proposed RSRO sought to provide that:

“Piece Rate payments to CIT workers for CIT work cannot be more than 10% of the CIT worker’s total remuneration in a calendar year, and cannot be paid before obligations concerning minimum base rates under as prescribed within the *Transport (Cash in Transit) Award 2010* are met.”³⁶⁹

[296] ASIAL’s proposed RSRO did not address remuneration, however in oral submissions ASIAL expressed support for the proposition that CIT workers (employees or otherwise) should not receive piece rates and that CIT workers should receive payment no less than that provided under the *Transport (Cash in Transit) Award 2010* or other instrument.³⁷⁰

5.14 Chain of responsibility

[297] As discussed in Chapter 4, a number of parties identified issues regarding the operation of the supply chain and customer arrangements in the CIT industry while information provided by parties about the types of clients to which they provide services is outlined at Chapter 2.

[298] Responding to these issues, the TWU’s proposed RSRO sought to impose obligations on clients³⁷¹ to whom CIT services are provided in relation to reviewing work sites for potential hazards and risks on and auditing records and compliance of contracted CIT operators.³⁷²

[299] As to the reasons for the inclusion of these provisions, the TWU submitted that “it is imperative that ... client bodies are forced to bear some responsibility for the pressure that they place on other supply chain participants.”³⁷³ The TWU further submitted that clients “have a role to play in achieving safe and fair standards in the sector”³⁷⁴ and that “the only way that safety, fairness and sustainability can truly be achieved is for the sector clients to consider more than just price when engaging CIT companies.”³⁷⁵

[300] The TWU submitted that its proposed RSRO sought to address those pressures.³⁷⁶

[301] Requirements in relation to sub-contracting are also dealt with in this part of the TWU’s proposed RSRO, including limitations on the extent to which CIT operators and participants in the supply chain may subcontract CIT work.³⁷⁷

[302] Linfox Armaguard’s proposed RSRO is broadly consistent with the TWU’s, with its amendments dealing primarily with matters that should be considered in work site reviews by clients.³⁷⁸ Linfox Armaguard submitted that:

“...it is critically important that all members of the CIT supply chain, including head contractors, subcontractors and customers take responsibility for the safety and welfare of CIT Road Crew in performing CIT activities.”³⁷⁹

[303] Linfox Armaguard also submitted that:

“Customers must only pass off responsibility for CIT activities on their sites where they have ensured that the CIT businesses:

- comply with all laws, regulations and mandatory codes of practices applicable to the CIT Industry;

- are members of a peak industry body and compliant with any relevant codes of practice of that peak body; and
- are subject to, at minimum, annual audits of their compliance to the above,

and must have rights to terminate or suspend their agreements with CIT businesses that do not comply with the above requirements.”³⁸⁰

[304] Toll Secure submitted that the Tribunal should consider measures directed at **“ensuring that other participants in the supply chain are appropriately held accountable for the extent to which their market influence impacts on compliance in the CIT industry [emphasis added].”**³⁸¹ In this regard its proposed RSRO contains substantively identical clauses to that proposed by the TWU.³⁸²

[305] Prosecur’s proposed RSRO provides a limited requirement on clients in relation to work site reviews, seeking that clients’ obligation on engaging a CIT operator as a result of a request for tender should be to ensure that the operator holds appropriate security and firearms licences in the state or territory in which the work is to be performed.³⁸³ In support of these provisions, Prosecur submitted that:

“[C]ustomers will rarely have the required capabilities to perform risk assessments; and beyond that, even if a customer did perform a risk assessment, it would have no bearing at all on the subsequent risk assessment by the CIT operator, or on the operations of the CIT operator with regard to that site. We therefore see this as an unnecessary financial burden on customers, which will deter customers from outsourcing their CIT needs, therefore potentially causing knock-on risks to the general public.”³⁸⁴

[306] In addition, Prosecur’s proposed RSRO omits the obligation on clients to audit records and compliance of contracted CIT operators, while retaining the requirement for operators to conduct internal audits. It submitted that the TWU’s proposal would impose a significant administrative burden on operators, with larger operations facing “literally thousands of audits conducted on an annual basis,” and that details about what the audits would involve were also unclear.³⁸⁵

[307] In its final submission Prosecur submitted that:

“We believe that it is important that customers are compelled to work with CIT operators to ensure site safety based on the findings of risk assessments, and we also propose that customers should consult with CIT operators as part of any site design or redesign process – for example, when determining site locations of ATMs, so as to ensure that CIT-related risks are incorporated in the design decision making process.

As reflected in our draft RSRO, **Prosecur is of the view that customers have a clear responsibility in the management of cash in transit safety. The critical contribution of customers in this regard are twofold: (1) to play a “watchdog” role by being obliged to ensure RSRO compliance by any CIT operators that they engage, and (2) to comply with any requirements of site risk assessments, to ensure CIT worker safety [emphasis added].**”³⁸⁶

[308] ASIAL’s proposed RSRO does not deal directly with chain of responsibility in the same way as the parties discussed above. However, it did seek to impose obligations on

participants in the supply chain such as CIT operators and acquirers of CIT services, including compliance with the ASIAL code of practice which forms part of its proposed RSRO.³⁸⁷

[309] Further, in oral submissions, ASIAL expressed the view that “there should be ... an external party to audit cash in transit operators and it should be part of licensing”³⁸⁸ and that “subcontractors... should be subject to an audit as well.”³⁸⁹

[310] In relation to sub-contracting, ASIAL proposed that if a CIT operator sub-contracts to another business, it is responsible for ensuring the sub-contractor carries out its work in accordance with the ASIAL code of practice.³⁹⁰

[311] Business SA submitted that the “definition of a supply chain participant in regards to the CIT industry is extensive” and that in some instances this would “place responsibility for the safety and regulation of the CIT Industry on unqualified and (invariably) time-poor people.”³⁹¹

[312] Southern Cross Protection, commenting on the TWU proposed RSRO, submitted that while the requirement on clients to review work sites for risks and hazards may have merit in relation to financial institutions, other clients “would have no ability or knowledge in this area.”³⁹² It also expressed concerns about the scope and level of detail in some of the TWU chain of responsibility clauses.³⁹³

5.15 Drug and alcohol management

[313] Linfox Armaguard, TWU, and Toll Secure’s proposed RSROs each include an amended version of the clause on drug and alcohol management contained in the Tribunal’s *Road Transport and Distribution and Long Distance Operations Road Safety Remuneration Order 2014*.³⁹⁴

[314] Prosecur’s proposed RSRO proposes some additional changes to the *Road Transport and Distribution and Long Distance Operations Road Safety Remuneration Order 2014*,³⁹⁵ including removal of requirements in relation to consultation and reimbursement of expenses reasonably incurred by a CIT worker.³⁹⁶

[315] ASIAL does not deal with drug and alcohol management in its proposed RSRO, but submitted that:

“Employers and employees should be able to produce a policy which best meets their needs and use the products and procedures that they want to introduce for testing and how to deal with the results of testing. It should be on a workplace basis.”³⁹⁷

5.16 Summary

[316] Parties to the Inquiry submitted a range of proposed RSRO clauses which, in their view, could address issues of safety and fairness in the CIT industry. These clauses canvassed a range of possible options, but broadly included:

- Imposing greater obligations on clients and supply chain participants which would have the effect of improving safety in the cash in transit industry;

- Measures to ensure that road transport drivers in the CIT industry are paid in a way that achieves safety and fairness, including prohibiting some forms of payment such as piece rates;
- Ensuring minimum obligations apply when CIT operators sub-contract to other operators;
- Ensuring that road transport drivers in the CIT industry are trained to an appropriate standard;
- Developing mandatory procedures for the transportation of cash, such as the use of armoured vehicles or escorts;
- Providing enhanced personal protective equipment to CIT road transport drivers;
- Applying certain operating procedures, such as limiting the amount of cash which can be transported either in the vehicle or across the pavement; and
- Consideration of the role of technology in improving the safety of CIT operations.

[317] The range of proposed clauses met with different levels of support by submissions to the Inquiry. Some clauses attracted broad in principle support which is reflected in the level of commonality across the proposed RSROs submitted.

[318] As discussed above however, there were also a number of differences between them and further, although there was often support by some parties to enhance the safety of CIT operations, the proposals made by different parties were not always consistent. In some instances parties proposed mandatory standards, while others proposed the existence of a general obligation which allowed individual operators a level of discretion as to how the proposal might be implemented. There were also parties who disagreed with the need for an RSRO for the CIT industry altogether.

[319] A clause-by-clause comparison of Linfox Armaguard's, Prosegur's, Toll Secure's and ASIAL's proposed RSROs with the TWU's proposed RSRO is provided at Appendix D.

Chapter 6. Conclusion

The conduct of the Inquiry

[320] The Tribunal's Second Annual Work Program³⁹⁸ indicated that it would inquire into the sectors in the CIT industry. A Statement issued by the Tribunal's President on 9 July 2014 initiated this Inquiry and set its terms and remit.³⁹⁹

[321] The timetable which was included at Attachment B to the President's Statement indicated that written submissions to the Inquiry were due by 25 August 2014. Further, the timetable indicated that hearings would occur in most Australian capital cities in September and October 2014.

[322] The Inquiry extended beyond this initial timetable so as to afford parties a range of other opportunities to provide submissions and attend hearings. The final hearing took place on 13 November 2014.

[323] In practice, the extension to the initial timetable for filing material afforded many of the parties the opportunity to narrow the range of issues in dispute. In particular, many of the parties submitted proposed RSROs for the consideration of the Inquiry.

Unique safety issues in sectors of the CIT industry

[324] Parties who participated in the Inquiry repeatedly referred to the particular safety issues which face operators and workers in the CIT industry. A key feature of submissions was that CIT industry workers face a higher risk of armed robbery.

[325] While risk assessments are a common part of workplace health and safety measures across all workplaces, the Inquiry heard from CIT operators that they frequently conduct security risk assessments which assess the risk of attacks by armed criminals on those engaged in CIT work.

[326] The Inquiry heard from a variety of persons including operators and employee representatives about the issues, incentives, pressures and practices which affect safety and fairness in the industry. These issues, outlined at Chapter 4 above, relate to:

- the level and method of payments to road transport drivers;
- sub-contracting;
- higher risk operations;
- supply chain/customer arrangements; and
- the use of IBNS technology.

Proposed RSROs

[327] As noted previously, the purpose of this report is to inform the Tribunal as to the preparation of any proposed RSRO for the industry. To this end it is appropriate to revisit, whilst leaving to one side the terms of the proposed RSROs, the position of the parties in relation to the making of a RSRO.

[328] As discussed in Chapter 5, parties which ultimately proposed RSROs for consideration by the Inquiry were:

- TWU;
- Linfox Armaguard;
- Prosegur;
- Toll Secure; and
- ASIAL.

[329] Parties who appeared to oppose the making of a RSRO, while acknowledging the particular safety issues associated with work in the CIT industry, were Business SA and SSA. Further, Business SA in its comments on the interim report submitted that, before any RSRO is made, further analysis and consultation should be undertaken.⁴⁰⁰

[330] As foreshadowed in the Statement, the decision to make a RSRO or not will ultimately be for the Tribunal's consideration.⁴⁰¹ The Inquiry's discussion in this report of proposed RSROs is for the purpose of illuminating parties' views of the "...issues, incentives, pressure or practices affecting safety and fairness in the Cash in Transit industry that may be improved by a RSRO covering relevant employee and/or contractor road transport drivers, their employers or hirers, and participants in the supply chain in relation to those road transport drivers."⁴⁰²

Proposals to address the safety issues in the CIT industry

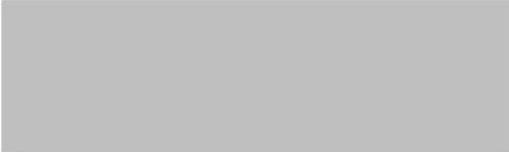
[331] Parties proposed a range of RSROs to address the safety issues that they believed are faced by persons working in the CIT industry. As detailed in Chapter 5 of this report, they include:

- The use and type of personal protective equipment, for example personal body armour;
- The use of armed crew as opposed to unarmed crew;
- The use of additional escort vehicles;
- The conditions which determine whether covert or overt operations should be utilised;
- Types of actions which could be imposed upon supply chain participants to ensure they properly appreciate the difficulties experienced by their CIT operators;
- Remuneration systems; and
- Consultation mechanisms.

[332] As noted in the material outlined in Chapters 2 to 5, parties did not tend to distinguish between the safety issues facing road transport drivers in the CIT industry as distinct from CIT workers more generally. Further, no proposed measure was endorsed in identical form by all parties. In some instances, there was broad agreement between the TWU, Linfox Armaguard, Prosegur, Toll Secure and ASIAL as to a proposed measure. In other instances, just one or two of the parties supported the proposal.

Acknowledgements

[333] We wish to thank the parties for their submissions and the opportunities provided to us to visit workplaces. In particular, we thank all of those who gave up their valuable time to assist us in understanding their businesses and the CIT industry generally.



STEVE HUTCHINS



PAUL RYAN

Endnotes:

- ¹ *Second Annual Work Program*, [2014] RSRT 4.
- ² *Second Annual Work Program*, RTP2013/1.
- ³ Submissions can be found at <http://www.rsrt.gov.au/index.cfm/annual-work-program/2nd-annual-work-program/citinquiry/submissions/>. Correspondence was also received from the Australian Bankers' Association Inc.
- ⁴ Exhibits (other than confidential exhibits) can be found at <http://www.rsrt.gov.au/index.cfm/annual-work-program/2nd-annual-work-program/citinquiry/proceedings/exhibits/>.
- ⁵ *Second Annual Work Program*, [2014] RSRT 4.
- ⁶ *Road Safety Remuneration Act 2012* (Cth), s.79.
- ⁷ *Road Safety Remuneration Act 2012* (Cth), s.80.
- ⁸ *Road Safety Remuneration Act 2012* (Cth), s.3.
- ⁹ *Road Safety Remuneration Act 2012* (Cth), ss.18(1)–(2).
- ¹⁰ *Road Safety Remuneration Act 2012* (Cth), ss.18(2)(a)–(c).
- ¹¹ *Second Annual Work Program*, RTP2013/1.
- ¹² *Second Annual Work Program*, [2014] RSRT 4.
- ¹³ *Second Annual Work Program*, [2014] RSRT 4. See also *Transport (Cash in Transit) Award 2010* [MA000042], cl. 3.1.
- ¹⁴ *Second Annual Work Program*, [2014] RSRT 4 at paragraphs 8(a)–(b).
- ¹⁵ *Second Annual Work Program*, [2014] RSRT 4 at paragraph 9.
- ¹⁶ *Second Annual Work Program*, [2014] RSRT 4 at paragraph 5.
- ¹⁷ The term 'CIT workers' is used in this interim report to refer generically to employees and/or contractors who perform CIT work.
- ¹⁸ *Transport (Cash in Transit) Award 2010* [MA000042], cl. 3; *Second Annual Work Program*, [2014] RSRT 4.
- ¹⁹ Linfox Armaguard submission at p. 8; Prosegur submission at p. 2, paragraph 6; Toll Secure submission at p. 2, paragraph 8; TWU submission at p. 5.
- ²⁰ Prosegur submission at p. 4, paragraph 10.
- ²¹ TWU submission at p. 5, paragraph 2.1.
- ²² Prosegur submission in reply at p. 3; PMA Protection Services submission at p. 1; ASIAL submission in reply at p. 1.
- ²³ PMA Protection Services submission in reply at p. 1.
- ²⁴ Transcript in RTP2013/1 at PN 1243 (Sydney, 5 September 2014).
- ²⁵ PMA Protection Services submission at p. 1, paragraph 1.
- ²⁶ Linfox Armaguard submission at p. 6; Prosegur submission at p.1, paragraphs 1–2.
- ²⁷ Toll Secure submission at p. 2, paragraph 6.
- ²⁸ Linfox Armaguard submission at p. 6, paragraph 3.1.
- ²⁹ Linfox Armaguard submission at p. 6, paragraph 3.1.
- ³⁰ Prosegur submission at p. 1, paragraph 2.
- ³¹ Prosegur submission at p. 1, paragraph 1.
- ³² Toll Secure submission at p. 2, paragraph 6.
- ³³ Transcript in RTP2013/1 at PN 581–588 (Melbourne, 1 September 2014).
- ³⁴ Transcript in RTP2013/1 at PN 587 (Melbourne, 1 September 2014).
- ³⁵ Transcript in RTP2013/1 at PN 1239 (Sydney, 5 September 2014).
- ³⁶ Transcript in RTP2013/1 at PN 1239 (Sydney, 5 September 2014).
- ³⁷ Transcript in RTP2013/1 at PN 1240 (Sydney, 5 September 2014).

- ³⁸ Linfox Armaguard submission at p. 6.
- ³⁹ Linfox Armaguard submission at p. 3.
- ⁴⁰ Linfox Armaguard submission at p. 32.
- ⁴¹ ASIAL submission at p. 1.
- ⁴² Security Specialists Australia submission in reply at p. 15.
- ⁴³ Prosegur submission at p. 1, paragraph 1.
- ⁴⁴ Toll Secure submission at p. 2, paragraph 7.
- ⁴⁵ Security Specialists Australia submission in reply at p. 8.
- ⁴⁶ Southern Cross Protection submission at p. 1, paragraph 6.
- ⁴⁷ ASIAL submission at p. 1.
- ⁴⁸ Linfox Armaguard submission at p. 31; Toll Secure has an enterprise agreement with the TWU, which is currently in the process of renegotiation: Toll Secure submission at p. 3, paragraph 11.
- ⁴⁹ NSW Industrial Relations Commission, *Transport Industry - Cash in Transit (State) Award (C1776)*, published 4 April 2003 (339 I.G. 63).
- ⁵⁰ Southern Cross Protection submission at p. 11, paragraph 42.
- ⁵¹ Linfox Armaguard submission at p. 31.
- ⁵² Linfox Armaguard submission at p. 31.
- ⁵³ Prosegur submission at p. 9, paragraph 33; and TWU submission at p. 14, paragraph 38.
- ⁵⁴ Prosegur submission at p. 9, paragraph 33.
- ⁵⁵ ASIAL submission at p. 2.
- ⁵⁶ Linfox Armaguard submission at p. 32, paragraph 7.1.
- ⁵⁷ Linfox Armaguard submission at p. 6, paragraph 3.1.
- ⁵⁸ Toll Secure submission at p. 2, paragraph 8.
- ⁵⁹ Security Specialists Australia submission at p. 3.
- ⁶⁰ Industrial Relations Commission of New South Wales, *The Transport and Delivery of Cash and Other Valuables Industry Report to the Minister*, Matter no. IRC 1880 of 1995, Peterson J, 28 February 1997 at p. 6.
- ⁶¹ TWU submission at p. 6, paragraph 2.3.
- ⁶² Smith L, Louis E (2010), *Cash in transit armed robbery in Australia. Trends and Issues in Crime and Criminal Justice* no. 397, Canberra: Australian Institute of Criminology.
- ⁶³ TWU submission at p. 6 citing Smith L, Louis E (2010), *Cash in transit armed robbery in Australia. Trends and Issues in Crime and Criminal Justice* no. 397, Canberra: Australian Institute of Criminology.
- ⁶⁴ TWU submission at p. 6, paragraph 2.3.
- ⁶⁵ Prosegur submission at p. 2, paragraph 7.
- ⁶⁶ Prosegur submission at p. 2, paragraph 6.
- ⁶⁷ Linfox Armaguard submission at p. 8.
- ⁶⁸ Prosegur submission at p. 3, paragraph 7.
- ⁶⁹ Prosegur submission at p. 4, paragraph 8.
- ⁷⁰ ASIAL” comments on interim report at p. 2.
- ⁷¹ Australian Institute of Criminology (2014), *National Armed Robbery Monitoring Program Annual Report*. Monitoring Report no. 22.
- ⁷² Security Specialists Australia and Security Specialists Melbourne Pty. Limited submission at p. 4, citing Australian Institute of Criminology (2014), *National Armed Robbery Monitoring Program Annual Report*. Monitoring Report no. 22.
- ⁷³ Security Specialists Australia submission at p. 4.
- ⁷⁴ Prosegur submission at pp. 5–6, paragraph 16.

- ⁷⁵ Prosecur submission at p. 5, paragraph 16. Note: A citation for the research was not provided.
- ⁷⁶ Prosecur submission at p. 6, paragraph 16.
- ⁷⁷ Prosecur submission at p. 3, paragraph 8.
- ⁷⁸ Prosecur submission at p. 3, paragraph 8.
- ⁷⁹ Prosecur submission at p. 3, paragraph 8.
- ⁸⁰ Smith L, Louis E (2010), *Cash in transit armed robbery in Australia. Trends and Issues in Crime and Criminal Justice* no. 397, Canberra: Australian Institute of Criminology at p. 4.
- ⁸¹ Security Specialists Australia submission at p. 6, citing Smith, L, Louis, E (2010), *Cash in transit armed robbery in Australia Trends and Issues in Crime and Criminal Justice* no. 397, Canberra: Australian Institute of Criminology at p. 4.
- ⁸² Security Specialists Australia submission at p. 6, citing Smith, L, Louis, E (2010), *Cash in transit armed robbery in Australia Trends and Issues in Crime and Criminal Justice* no. 397, Canberra, Australian Institute of Criminology at p. 4.
- ⁸³ Business SA submission at p. 7.
- ⁸⁴ ARA Security submission at p. 2.
- ⁸⁵ Linfox Armaguard submission in reply at p. 4.
- ⁸⁶ Industrial Relations Commission of New South Wales, *The Transport and Delivery of Cash and Other Valuables Industry Report to the Minister*, Matter no. IRC 1880 of 1995, Peterson J, 28 February 1997. A summary of the conclusions and recommendations of the Peterson Report can be found in the Linfox Armaguard submission at pp. 7–8.
- ⁸⁷ Industrial Relations Commission of NSW, *Transport Industry–Cash in Transit (State) Interim Award [2001]* Decision, NSWIRComm 220, Marks J, 21 September 2001. The effect of the Marks J decision is summarised at p. 8 of the TWU submission.
- ⁸⁸ Industrial Relations Commission of New South Wales, *The Transport and Delivery of Cash and Other Valuables Industry Report to the Minister*, Matter no. IRC 1880 of 1995, Peterson J, 28 February 1997 at pp. 1–2.
- ⁸⁹ Industrial Relations Commission of New South Wales, *The Transport and Delivery of Cash and Other Valuables Industry Report to the Minister*, Matter no. IRC 1880 of 1995, Peterson J, 28 February 1997 at pp. 1–2.
- ⁹⁰ *Second Annual Work Program*, [2014] RSRT 4 at paragraph 9.
- ⁹¹ TWU submission at p. 8.
- ⁹² Linfox Armaguard submission at pp. 12–25.
- ⁹³ ASIAL submission at p. 1.
- ⁹⁴ TWU submission at p. 8.
- ⁹⁵ Business SA submission at pp. 5–6.
- ⁹⁶ TWU submission at p. 8.
- ⁹⁷ Business SA submission at p. 6.
- ⁹⁸ See: <http://www.safeworkaustralia.gov.au/sites/swa/about/publications/pages/guidance-cash-in-transit>
- ⁹⁹ TWU submission at p. 4.
- ¹⁰⁰ Security Specialists Australia submission in reply at p. 12.
- ¹⁰¹ ASIAL proposed RSRO (Cash in Transit Code of Practice) at p. 4.
- ¹⁰² Southern Cross Protection submission at p. 12, paragraphs 43–44.
- ¹⁰³ See: <http://www.safeworkaustralia.gov.au/sites/swa/about/publications/pages/guidance-cash-in-transit>.
- ¹⁰⁴ *Second Annual Work Program*, [2014] RSRT 4 at paragraph 9.
- ¹⁰⁵ Linfox Armaguard submission at p. 8.
- ¹⁰⁶ Linfox Armaguard submission at p. 8.
- ¹⁰⁷ Prosecur submission at p. 3, paragraph 8.
- ¹⁰⁸ TWU submission at p. 6.
- ¹⁰⁹ Business SA submission at p. 7.
- ¹¹⁰ Linfox Armaguard submission in reply at p. 3.
- ¹¹¹ TWU submission at p. 14, paragraph 38.

- ¹¹² Transcript in RTP2013/1 at PN 598 (Sydney, 7 November 2014).
- ¹¹³ Prosegur submission at p. 6, paragraph 18.
- ¹¹⁴ Prosegur submission at p. 9, paragraphs 33–34.
- ¹¹⁵ Transcript in RTP2013/1 at PN 1243 (Sydney, 5 September 2014).
- ¹¹⁶ ASIAL submission at p. 2.
- ¹¹⁷ Prosegur submission at p. 9, paragraph 30.
- ¹¹⁸ Prosegur submission at p. 9, paragraph 32.
- ¹¹⁹ Prosegur submission at p. 8, paragraph 25.
- ¹²⁰ Security Specialists submission at p. 15.
- ¹²¹ R & M Security Services submission at p. 1.
- ¹²² Business SA submission at p.6.
- ¹²³ Business SA submission at p. 3.
- ¹²⁴ *Fair Work Act 2009*, s. 156.
- ¹²⁵ See: <https://www.fwc.gov.au/awards-and-agreements/modern-award-reviews/4-yearly-review/award-stage/award-review-documents/MA000042?m=AM2014/215>.
- ¹²⁶ TWU submission at p. 16.
- ¹²⁷ TWU submission at p. 15, paragraph 44.
- ¹²⁸ ASIAL submission at p. 1.
- ¹²⁹ ASIAL submission at p. 2.
- ¹³⁰ TWU submission at p. 15, paragraph 44.
- ¹³¹ TWU submission at p. 5, paragraph 22.
- ¹³² TWU submission at p. 5, paragraph 22.
- ¹³³ Linfox Armaguard submission at p. 8.
- ¹³⁴ Linfox Armaguard submission at p. 9.
- ¹³⁵ ASIAL submission at p. 2.
- ¹³⁶ PMA Protection Services submission at p. 1, paragraph 1.
- ¹³⁷ PMA Protection Services submission at p. 1, paragraph 2.
- ¹³⁸ TWU submission at p. 5.
- ¹³⁹ Linfox Armaguard submission at p. 9.
- ¹⁴⁰ Linfox Armaguard submission at p. 10.
- ¹⁴¹ Prosegur submission at p. 4, paragraphs 8–9.
- ¹⁴² Prosegur submission at p. 6, paragraph 18.
- ¹⁴³ Prosegur submission at pp. 6–7, paragraph 18.
- ¹⁴⁴ Prosegur submission at p. 2, paragraph 7.
- ¹⁴⁵ Prosegur submission at p. 6, paragraph 17.
- ¹⁴⁶ Prosegur submission at p. 7, paragraph 22.
- ¹⁴⁷ Linfox Armaguard submission at p. 27; Prosegur submission at pp. 6–7, paragraphs 16–17; ARA Security submission at p. 3.
- ¹⁴⁸ Toll Secure submission at p. 5, paragraph 26; also Transcript in RTP2013/1 at PN 713–714 (Sydney, 7 November).
- ¹⁴⁹ Transcript in RTP2013/1 at PN 714 (Sydney, 7 November 2014).
- ¹⁵⁰ Toll Secure submission at p. 5, paragraph 23.
- ¹⁵¹ Toll Secure submission at p. 5, paragraph 24.
- ¹⁵² Linfox Armaguard submission at p. 27.
- ¹⁵³ Linfox Armaguard submission at p. 27.

- ¹⁵⁴ Transcript in RTP2013/1 at PN783 (Sydney, 7 November 2014)
- ¹⁵⁵ Transcript in RTP2013/1 at PN 1242 (Sydney, 5 September 2014).
- ¹⁵⁶ Prosecur submission at p. 6, paragraph 16.
- ¹⁵⁷ Prosecur final submission at pp. 1–2. Prosecur comments on interim report at p. 1.
- ¹⁵⁸ Southern Cross Protection submission at p. 5, paragraph 24.
- ¹⁵⁹ Southern Cross Protection submission at 14, paragraph 58.
- ¹⁶⁰ ARA Security submission at p. 5.
- ¹⁶¹ ARA Security submission in reply at p. 2.
- ¹⁶² Linfox Armaguard submission at p. 9.
- ¹⁶³ Linfox Armaguard submission at p. 33.
- ¹⁶⁴ TWU submission at p. 15, paragraph 43.
- ¹⁶⁵ TWU submission at p. 15, paragraphs 44–45.
- ¹⁶⁶ Toll Secure submission at p. 4, paragraph 20.
- ¹⁶⁷ Southern Cross Protection submission at p. 16, paragraphs 62(h)–(i).
- ¹⁶⁸ Transcript in RTP2013/1 at PN 1602 (Sydney, 1 October 2014).
- ¹⁶⁹ Security Specialists Australia submission at p. 15.
- ¹⁷⁰ *Second Annual Work Program*, [2014] RSRT 4, at paragraphs 8- 9.
- ¹⁷¹ *Third Annual Work Program*, [2013] RSRTFB 7 at paragraphs 192–193; *Annual Work Program*, [2013] RSRTFB 3 at paragraph 49.
- ¹⁷² *Second Annual Work Program*, [2014] RSRT 4, at paragraphs 8- 9.
- ¹⁷³ Business SA submission at p. 8.
- ¹⁷⁴ Business SA submission at p. 4.
- ¹⁷⁵ Transcript in RTP2013/1 at PN970 (Sydney, 13 November 2014); Security Specialists Australia submission in reply at p. 12.
- ¹⁷⁶ Security Specialists Australia comments on interim report at p. 1.
- ¹⁷⁷ Business SA comments on interim report at p. 13.
- ¹⁷⁸ Business SA comments on interim report at p. 14.
- ¹⁷⁹ TWU proposed RSRO at cl. 1-5; Linfox Armaguard proposed RSRO at cl. 1-5; Prosecur proposed RSRO at cl. 1-5; Toll Secure proposed RSRO at cl. 1–5.
- ¹⁸⁰ TWU proposed RSRO at cl. 2; Linfox Armaguard proposed RSRO at cl. 2; Prosecur proposed RSRO at cl. 1–5; Toll Secure proposed RSRO at cl. 1–5.
- ¹⁸¹ TWU proposed RSRO at cl. 3–4.
- ¹⁸² TWU proposed RSRO at cl. 5.
- ¹⁸³ TWU proposed RSRO at cl. 3–4.
- ¹⁸⁴ TWU proposed RSRO at cl. 5; Linfox Armaguard proposed RSRO at cl. 5; Prosecur proposed RSRO at cl. 5; Toll Secure proposed RSRO at cl. 5.
- ¹⁸⁵ TWU proposed RSRO at cl. 5; Linfox Armaguard proposed RSRO at cl. 5; Prosecur proposed RSRO at cl. 5; Toll Secure proposed RSRO at cl. 5.
- ¹⁸⁶ TWU proposed RSRO at cl. 5; Linfox Armaguard proposed RSRO at cl. 5; Prosecur proposed RSRO at cl. 5; Toll Secure proposed RSRO at cl. 5.
- ¹⁸⁷ Linfox Armaguard submission in reply at p. 4.
- ¹⁸⁸ Toll Secure proposed RSRO at cl. 5.
- ¹⁸⁹ TWU proposed RSRO at cl. 5; Linfox Armaguard proposed RSRO at cl. 5; Prosecur propose RSRO at cl. 5; Toll Secure proposed RSRO at cl. 5.
- ¹⁹⁰ ASIAL proposed RSRO at cl. 5.
- ¹⁹¹ ASIAL proposed RSRO (Cash in Transit Code of Practice) at cl. 1.
- ¹⁹² Transcript in RTP2013/1 at PN859 (Sydney, 13 November 2014).

- ¹⁹³ Transcript in RTP2013/1 at PN960 (Sydney, 13 November 2014).
- ¹⁹⁴ Transcript in RTP2013/1 at PN970-971 (Sydney, 13 November 2014).
- ¹⁹⁵ Wilson Security comments on interim report at p. 1. Wilson Security provides a list of duties that their First Line ATM Maintenance staff perform on ATM machines: Wilson Security comments on interim report at pp. 2-3.
- ¹⁹⁶ NCR comments on interim report at p. 3.
- ¹⁹⁷ NCR comments on interim report at p. 3.
- ¹⁹⁸ NCR comments on interim report at pp. 4-5.
- ¹⁹⁹ NCR comments on interim report at p. 5.
- ²⁰⁰ NCR comments on interim report at p. 6.
- ²⁰¹ TWU proposed RSRO at cl. 6.
- ²⁰² TWU proposed RSRO at cl. 7.
- ²⁰³ TWU proposed RSRO at cl. 8–10.
- ²⁰⁴ Linfox Armaguard proposed RSRO at cl. 6–10, Schedule B; Prosegur proposed RSRO at cl. 6-10, Schedule B; Toll Secure proposed RSRO at cl. 6–10, Schedule B.
- ²⁰⁵ TWU proposed RSRO at cl. 6(a), Schedule B.
- ²⁰⁶ Toll Secure proposed RSRO at cl. 9, Schedule B.
- ²⁰⁷ ASIAL submission in reply at p. 2.
- ²⁰⁸ TWU proposed RSRO at cl. 6(a), Schedule B.
- ²⁰⁹ Southern Cross Protection submission at paragraph 62(o).
- ²¹⁰ TWU submission in reply at p. 2.
- ²¹¹ Linfox Armaguard proposed RSRO at cl. 7(b).
- ²¹² ASIAL proposed RSRO (Cash in Transit Code of Practice) at cl. 6; Toll Secure proposed RSRO at cl. 7.
- ²¹³ Transcript in RTP2013/1 at PN722 (Sydney, 7 November 2014).
- ²¹⁴ Prosegur submission in reply at p. 2.
- ²¹⁵ ASIAL proposed RSRO (Cash in Transit Code of Practice) at cl. 6.
- ²¹⁶ ASIAL proposed RSRO (Cash in Transit Code of Practice) at cl. 7.
- ²¹⁷ Clause 5 of the ASIAL proposed RSRO imposes requirements on “CIT Road Crew, CIT Industry Participants, Road Transport Drivers and acquirers of CIT Services.”
- ²¹⁸ Transcript in RTP2013/1 at PN508 (Perth, 7 October 2014).
- ²¹⁹ Prosegur submission at p. 8, paragraph 25.
- ²²⁰ Linfox Armaguard proposed RSRO at cl. 11–22; Prosegur proposed RSRO at cl. 11–23; Toll Secure proposed RSRO at cl. 11–22.
- ²²¹ TWU proposed RSRO at cl. 11–22.
- ²²² TWU proposed RSRO at cl. 11.
- ²²³ TWU proposed RSRO at cl. 13.
- ²²⁴ TWU proposed RSRO at cl. 14.
- ²²⁵ TWU proposed RSRO at cl. 18–19.
- ²²⁶ TWU proposed RSRO at cl. 20–22.
- ²²⁷ TWU submission at p. 10, paragraph 8.
- ²²⁸ TWU submission at p. 10, paragraph 8.
- ²²⁹ Linfox Armaguard proposed RSRO at cl. 11-22; Prosegur proposed RSRO at cl. 11-23; Toll Secure proposed RSRO at cl. 11–22; Southern Cross Protection sought amendments to cl. 20-22 of the TWU’s proposed RSRO (paragraphs (a)-(c)).
- ²³⁰ TWU proposed RSRO at cl. 12 (b).
- ²³¹ Linfox Armaguard proposed RSRO at cl. 12; Prosegur submission in reply at p. 2.
- ²³² Linfox Armaguard submission in reply at p. 2, paragraph 1(a).

- ²³³ TWU submission in reply at p. 7, paragraph 6.
- ²³⁴ Prosegur submission in reply at p. 2.
- ²³⁵ TWU submission in reply at p. 9, paragraph 8.
- ²³⁶ Prosegur submission in reply at p. 2.
- ²³⁷ See also section 5.5 of the interim report.
- ²³⁸ TWU proposed RSRO at cl. 22.
- ²³⁹ Prosegur final submission at p. 3.
- ²⁴⁰ Toll Secure proposed RSRO at cl. 22.
- ²⁴¹ Southern Cross Protection submission at p. 4 paragraph 15.
- ²⁴² TWU submission in reply at p. 9, paragraph 8; See also Linfox Armaguard comments on interim report at p. 2.
- ²⁴³ TWU proposed RSRO at cl. 13.
- ²⁴⁴ Armaguard comments on interim report at p. 2.
- ²⁴⁵ Toll Secure proposed RSRO at cl. 13.
- ²⁴⁶ TWU submission in reply at p. 10, paragraph 10.
- ²⁴⁷ PMA submission in reply at p. 1.
- ²⁴⁸ ARA Security submission in reply at p. 4.
- ²⁴⁹ SNP Security submission at p. 1.
- ²⁵⁰ ASIAL proposed RSRO (Cash in Transit Code of Practice) at cl. 2.
- ²⁵¹ ASIAL proposed RSRO (Cash in Transit Code of Practice) at cl. 2.
- ²⁵² TWU proposed RSRO at cl. 23-25.
- ²⁵³ TWU proposed RSRO at cl. 23.
- ²⁵⁴ TWU proposed RSRO at cl. 25(p).
- ²⁵⁵ TWU submission at p. 11, paragraph 7.
- ²⁵⁶ The TWU submission reference the following article in regards to ‘best practice’: Tim Prenzler and Rick Sarre, *The Evolution of the Security Industry Regulation in Australia: A Critique* (2012), *International Journal for Crime and Justice* 1, 38.
- ²⁵⁷ TWU submission at p. 10, paragraph 8.
- ²⁵⁸ Linfox Armaguard proposed RSRO at cl. 23–25; Prosegur submission in reply at p. 3; Toll Secure proposed RSRO at cl. 23-25.
- ²⁵⁹ Linfox Armaguard submission in reply at pp. 5 and 8.
- ²⁶⁰ ASIAL proposed RSRO (Cash in Transit Code of Practice).
- ²⁶¹ TWU proposed RSRO at cl. 26.
- ²⁶² TWU proposed RSRO at cl. 27–30.
- ²⁶³ TWU submission at p. 12, paragraph 21.
- ²⁶⁴ Linfox Armaguard proposed RSRO at cl. 26–30; Prosegur submission in reply at p.3; and Toll Secure proposed RSRO at cl. 26–30.
- ²⁶⁵ Prosegur submission in reply at p. 3; and ASIAL submission in reply at p. 2.
- ²⁶⁶ Prosegur submission in reply at p. 3.
- ²⁶⁷ Prosegur proposed RSRO.
- ²⁶⁸ Toll Secure proposed RSRO at cl. 26.
- ²⁶⁹ Transcript in RTP2013/1 at PN 723. (Sydney, 7 November 2014).
- ²⁷⁰ ASIAL proposed RSRO (Cash in Transit Code of Practice).
- ²⁷¹ ASIAL submission in reply at p. 2.
- ²⁷² ASIAL submission in reply at p. 2.
- ²⁷³ ASIAL submission in reply at p. 2.

- ²⁷⁴ Business SA comments on interim report at p 11.
- ²⁷⁵ TWU proposed RSRO at cl. 31-32.
- ²⁷⁶ TWU proposed RSRO at cl. 33.
- ²⁷⁷ Linfox Armaguard proposed RSRO at cl. 31-34; Prosegur proposed RSRO at cl. 32; Toll Secure proposed RSRO at cl 31. Southern Cross Protection sought amendments to cl. 33-34 of the TWU's proposed RSRO at paragraphs 62 (d)-(e).
- ²⁷⁸ Linfox Armaguard submission at p. 30.
- ²⁷⁹ Linfox Armaguard comment on interim report at p. 1.
- ²⁸⁰ Linfox Armaguard proposed RSRO at cl. 31(c).
- ²⁸¹ Toll Secure proposed RSRO at cl. 33(a).
- ²⁸² SNP Security comments on interim report at p. 1; and ASIAL comments on interim report, p at 4.
- ²⁸³ ASIAL proposed RSRO at cl. 4.
- ²⁸⁴ TWU proposed RSRO at cl. 31-34.
- ²⁸⁵ ASIAL submission in reply at p. 2.
- ²⁸⁶ Prosegur submission in reply at p. 3.
- ²⁸⁷ Prosegur proposed RSRO at cl. 34.
- ²⁸⁸ Prosegur proposed RSRO at cl. 34; and Prosegur comments on interim report at p. 1.
- ²⁸⁹ TWU submission in reply at p. 9, paragraph 8.
- ²⁹⁰ ASIAL submission in reply at p.1.
- ²⁹¹ TWU proposed RSRO at cl. 31(b).
- ²⁹² Linfox Armaguard submission in reply at paragraph 1(b); and Toll Secure proposed RSRO at cl. 31.
- ²⁹³ Prosegur final submission at p. 3.
- ²⁹⁴ Prosegur submission at p. 7, paragraph 22.
- ²⁹⁵ TWU proposed RSRO at cl. 32.
- ²⁹⁶ Linfox Armaguard proposed RSRO at cl. 32.
- ²⁹⁷ Prosegur proposed RSRO at cl. 33.
- ²⁹⁸ Toll Secure proposed RSRO at cl. 32.
- ²⁹⁹ TWU proposed RSRO at cl. 35-37; Schedule A.
- ³⁰⁰ TWU submission at p. 13, paragraph 27; See also Transcript in RTP2013/1 at PN 1487–1488 (Sydney, 1 October 2014).
- ³⁰¹ Linfox Armaguard proposed RSRO at cl. 35-37, Schedule A (see also its earlier submission in reply at p. 2, paragraph 1(c)); Prosegur proposed RSRO at cl. 37-40; Toll Secure proposed RSRO at cl. 35-37; Southern Cross Protection sought amendments to cl. 37 of the TWU's proposed RSRO at paragraph 62(f).
- ³⁰² Prosegur submission in reply at p. 6.
- ³⁰³ Prosegur submission at p. 5, paragraph 13.
- ³⁰⁴ ASIAL proposed RSRO at cl. 2.3..
- ³⁰⁵ Linfox Armaguard comments on interim report at p. 1
- ³⁰⁶ ASIAL submission in reply at p. 3.
- ³⁰⁷ ASIAL comments on interim report at p. 4.
- ³⁰⁸ Toll Secure proposed RSRO at cl. 37.
- ³⁰⁹ Transcript in RTP2013/1 at PN854 (Sydney, 13 November 2014).
- ³¹⁰ SNP Security comments on interim report at p. 3.
- ³¹¹ TWU proposed RSRO at cl. 38. See also Armaguard comments on interim report at p. 1.
- ³¹² TWU proposed RSRO at cl. 38–39.
- ³¹³ TWU proposed RSRO at cl. 40.
- ³¹⁴ TWU proposed RSRO at cl. 41.

- ³¹⁵ Linfox Armaguard proposed RSRO at cl. 38–42; Prosegur proposed RSRO at cl. 41–44; Toll Secure proposed RSRO at cl. 38–41; Southern Cross Protection sought amendments to cl. 38 of the TWU’s proposed RSRO at paragraph 62(g).
- ³¹⁶ ASIAL proposed RSRO (Cash in Transit Code of Practice) at cl. 8.
- ³¹⁷ ASIAL proposed RSRO (Cash in Transit Code of Practice) at cl. 8.
- ³¹⁸ ASIAL proposed RSRO (Cash in Transit Code of Practice) at cl. 4.
- ³¹⁹ ASIAL submission in reply at p. 3.
- ³²⁰ SNP Security submission at p. 1; and SNP Security comments on interim report at p. 2.
- ³²¹ SNP Security comments on interim report at p. 3.
- ³²² Southern Cross Protection submission at p. 13, paragraph 52.
- ³²³ Lance Smith and Erin Louis (2010), *Cash in transit armed robbery in Australia, Trends & Issues in Criminal Justice* no. 397.
- ³²⁴ Southern Cross Protection submission at p. 13, paragraph 47.
- ³²⁵ Southern Cross Protection submission at Appendix C.
- ³²⁶ Business SA comments on interim report at p.11.
- ³²⁷ Prosegur submission at p. 7, paragraph 24.
- ³²⁸ Prosegur submission at p. 7, paragraph 24; also Transcript in RTP2013/1 at PN 640 (Sydney, 7 November 2014).
- ³²⁹ Prosegur proposed RSRO at cl. 43 and Prosegur comments on interim report at p. 1.
- ³³⁰ Southern Cross Protection submission at Appendix C.
- ³³¹ Prosegur proposed RSRO at cl. 41–45; and Toll Secure proposed RSRO at cl. 38–41.
- ³³² TWU proposed RSRO at cl. 40(c). The term ‘CIT workers’ is defined at cl. 5.
- ³³³ Linfox Armaguard submission in reply at p. 2, paragraph 5.
- ³³⁴ TWU submission in reply at p. 8, paragraph 6.
- ³³⁵ TWU proposed RSRO at cl. 43.
- ³³⁶ TWU proposed RSRO at cl. 43–45; and TWU submission at pp. 13–14 at paragraphs 31–33.
- ³³⁷ ASIAL proposed RSRO (Cash in Transit Code of Practice) at cl. 5.
- ³³⁸ Prosegur proposed RSRO at cl. 46–48; Prosegur submission in reply at p. 4; Linfox Armaguard proposed RSRO at cl. 43–48; and Toll Secure proposed RSRO at cl. 42–44.
- ³³⁹ TWU submission in reply at p. 14, paragraphs 35–37.
- ³⁴⁰ TWU proposed RSRO at cl. 46–47.
- ³⁴¹ TWU submission at p. 14, paragraph 37.
- ³⁴² TWU submission at p. 14, paragraph 37.
- ³⁴³ Linfox Armaguard proposed RSRO at cl. 46–47; and Toll Secure proposed RSRO at cl. 45–46.
- ³⁴⁴ Linfox Armaguard submission in reply at p. 2.
- ³⁴⁵ Prosegur submission in reply at pp. 4–5; and Prosegur Australia Pty Limited final submission at p. 2.
- ³⁴⁶ ASIAL submission in reply at p. 2.
- ³⁴⁷ Prosegur submission in reply, Appendix A at cl. 23; TWU RSRO cl. 45; also Transcript in RTP2013/1 at PN656 (Sydney 7 November 2014).
- ³⁴⁸ Southern Cross Protection submission at Appendix C.
- ³⁴⁹ SNP Security comments on interim report at p. 2; and ASIAL comments on interim report at p. 5.
- ³⁵⁰ See Toll Secure proposed RSRO at cl. 47.
- ³⁵¹ Linfox Armaguard proposed RSRO at cl. 48–50; Toll Secure proposed RSRO at cl. 47–49; and TWU proposed RSRO at cl. 48–50.
- ³⁵² Prosegur proposed RSRO at cl. 51; and Prosegur submission in reply at p. 5.
- ³⁵³ ASIAL submission in reply at p. 2.
- ³⁵⁴ These terms are defined at cl. 5 of the TWU proposed RSRO.
- ³⁵⁵ TWU proposed RSRO at cl. 51–54.

- ³⁵⁶ Linfox Armaguard proposed RSRO at cl. 51–54; Prosegur proposed RSRO at cl. 51–53; and Toll Holdings Limited proposed RSRO at cl. 50–51.
- ³⁵⁷ Prosegur submission in reply at p. 5.
- ³⁵⁸ Southern Cross Protection submission at paragraph 62(h).
- ³⁵⁹ Toll Secure proposed RSRO at cl. 50.
- ³⁶⁰ ‘CIT Worker’ is a defined term at cl. 5 of the TWU and Linfox Armaguard proposed RSROs.
- ³⁶¹ Linfox Armaguard proposed RSRO at cl. 55; and TWU proposed RSRO at cl. 55.
- ³⁶² Linfox Armaguard proposed RSRO at cl. 56(a); and TWU proposed RSRO at cl. 56(a).
- ³⁶³ Linfox Armaguard proposed RSRO at cl. 56(b); and TWU proposed RSRO at cl. 56(b).
- ³⁶⁴ Toll Secure proposed RSRO at cl. 52(a).
- ³⁶⁵ Southern Cross Protection submission at Appendix C, comment on cl. 55.
- ³⁶⁶ Toll Secure proposed RSRO at cl. 52–53.
- ³⁶⁷ Linfox Armaguard proposed RSRO at cl. 55–56; and Prosegur RSRO at cl. 54–55.
- ³⁶⁸ Prosegur submission in reply at p. 5.
- ³⁶⁹ Prosegur proposed RSRO at cl. 54(a).
- ³⁷⁰ ASIAL submission in reply at p. 2; and ASIAL submission in reply at p. 2.
- ³⁷¹ ‘Client’ is defined in the TWU proposed RSRO at cl. 5.
- ³⁷² TWU proposed RSRO at cl. 57–68.
- ³⁷³ TWU submission at p. 15, paragraph 45.
- ³⁷⁴ TWU submission at p. 15, paragraph 40.
- ³⁷⁵ TWU submission at p. 15, paragraph 42.
- ³⁷⁶ TWU submission at p. 15, paragraphs 45–46.
- ³⁷⁷ TWU proposed RSRO at cl. 66–68.
- ³⁷⁸ Linfox Armaguard proposed RSRO at cl. 57–68.
- ³⁷⁹ Linfox Armaguard submission at p. 32.
- ³⁸⁰ Linfox Armaguard submission at p. 34.
- ³⁸¹ Toll Secure submission at p. 2, paragraph 9.
- ³⁸² Toll Secure proposed RSRO at cl. 54–65.
- ³⁸³ Prosegur proposed RSRO at cl. 57.
- ³⁸⁴ Prosegur final submission at pp. 2–3.
- ³⁸⁵ Prosegur submission in reply at p. 6.
- ³⁸⁶ Prosegur final submission at p. 3.
- ³⁸⁷ ASIAL proposed RSRO at cl.5; and proposed RSRO (Cash in Transit Code of Practice) at cl. 3.1.
- ³⁸⁸ Transcript in RTP2013/1 at PN 1248 (Sydney, 5 September 2014).
- ³⁸⁹ Transcript in RTP2013/1 at PN 1249 (Sydney, 5 September 2014).
- ³⁹⁰ ASIAL proposed RSRO (Cash in Transit Code of Practice) at cl. 5.
- ³⁹¹ Business SA comments on interim report at p. 7.
- ³⁹² Southern Cross Protection submission at paragraph 62(i).
- ³⁹³ Ibid at paragraphs 62(k)-(m).
- ³⁹⁴ *Road Transport and Distribution and Long Distance Operations Road Safety Remuneration Order 2014*, PR350280, at paragraph 12.
- ³⁹⁵ *Road Transport and Distribution and Long Distance Operations Road Safety Remuneration Order 2014*, PR350280, at paragraph 12.
- ³⁹⁶ Prosegur proposed RSRO at cl. 67–70. ‘CIT Worker’ is defined in the Prosegur proposed RSRO at cl. 5
- ³⁹⁷ Transcript in RTP2013/1 at PN622 (Sydney, 7 November 2014).

³⁹⁸ *Annual Work Program*, [2013] RSRTFB 14.

³⁹⁹ *Second Annual Work Program*, [2014] RSRT 4, at paragraph 9.

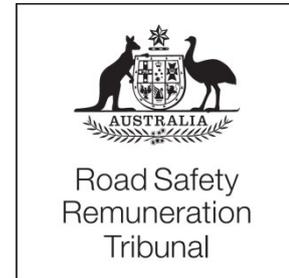
⁴⁰⁰ Business SA comment on interim report at p. 9.

⁴⁰¹ *Second Annual Work Program*, [2014] RSRT 4, at paragraph 4.

⁴⁰² *Second Annual Work Program*, [2014] RSRT 4, at paragraphs 8–9.

Statement initiating the inquiry into the sectors in the Cash in Transit industry

[2014] RSRT 4



STATEMENT

Road Safety Remuneration Act 2012

s.18 - Preparation and publication of annual work program

Second Annual Work Program

(RTP2013/1)

PRESIDENT ACTON

MELBOURNE, 9 JULY 2014

Introduction

[1] This Statement advises of the commencement of an inquiry into the sectors in the Cash in Transit industry by the Road Safety Remuneration Tribunal (the Tribunal).

[2] The inquiry is part of the second annual work program¹ of the Tribunal.²

[3] The annual work program of the Tribunal identifies the matters the Tribunal proposes to inquire into with a view to making a road safety remuneration order (RSRO) in relation to any or all of the matters.³ A RSRO may contain any provision that the Tribunal considers appropriate in relation to remuneration and related conditions for road transport drivers to whom the RSRO applies.⁴ A RSRO may impose requirements on an employer or hirer of the road transport drivers, or a participant in the supply chain in relation to the road transport drivers.⁵

[4] Before making a RSRO, the Tribunal must prepare and consult on a draft RSRO.⁶ The Tribunal must also ensure that all persons likely to be affected if a RSRO based on the draft RSRO were to be made have a reasonable opportunity to make written submissions to the Tribunal in relation to the draft RSRO and to comment on any written submissions received.⁷ The Tribunal may subsequently decide to make a RSRO based on the draft RSRO or to make no RSRO.⁸

[5] The inquiry into the sectors in the Cash in Transit industry will be conducted by two industry members of the Tribunal, Mr Hutchins and Mr Ryan, with the support of a secretariat of existing staff. They will provide an interim and final report on their inquiry.

[6] The final report from the inquiry into the sectors in the Cash in Transit industry will inform the Tribunal as to the preparation of any RSRO for the industry.

[7] The scope of the inquiry is at Attachment A and the initial timetable and processes for the inquiry are at Attachment B.

Scope of the inquiry

[8] The inquiry is into the sectors in the Cash in Transit industry within the meaning of the *Transport (Cash in Transit) Award 2010* as in force on 1 July 2012. The inquiry:

- (a) will have regard to the object of the *Road Safety Remuneration Act 2012* (Cth) of promoting safety and fairness in the road transport industry; and
- (b) is for the purpose of informing the Tribunal as to the preparation of any draft road safety remuneration order covering employee and/or contractor road transport drivers in the sectors in the Cash in Transit industry, their employers or hirers, and participants in the supply chain in relation to those road transport drivers.

[9] Written or oral submissions to the inquiry are invited from interested persons on issues, incentives, pressures or practices affecting safety and fairness in the Cash in Transit industry that may be improved by a RSRO covering relevant employee and/or contractor road transport drivers, their employers or hirers, and participants in the supply chain in relation to those road transport drivers.

[10] All submissions received will be published on the Tribunal's website, provided that the Tribunal will not publish a submission, or may restrict the publication of a submission in whole or part, if satisfied it is desirable to do so because it is of a confidential nature.

[11] Suggestions are also sought from interested persons about operations in the Cash in Transit industry that might be inspected by the Tribunal as part of the inquiry.

[12] An interim report from the inquiry will be presented to the President of the Tribunal and published on the Tribunal's website for comment by interested persons, before the final report from the inquiry is presented and published.

[13] The Cash in Transit industry means the transport of cash, securities and other financial instruments, bullion and other precious goods and materials, including valuables such as gold and jewels and other commercially negotiable articles and/or transactions.⁹

[14] Section 3 of the *Road Safety Remuneration Act 2012* (Cth) provides that:

“The object of this Act is to promote safety and fairness in the road transport industry by doing the following:

- (a) ensuring that road transport drivers do not have remuneration-related incentives to work in an unsafe manner;
- (b) removing remuneration-related incentives, pressures and practices that contribute to unsafe work practices;
- (c) ensuring that road transport drivers are paid for their work, including loading or unloading their vehicles or waiting for someone else to load or unload their vehicles;
- (d) developing and applying reasonable and enforceable standards throughout the road transport industry supply chain to ensure the safety of road transport drivers;
- (e) ensuring that hirers of road transport drivers and participants in the supply chain take responsibility for implementing and maintaining those standards;
- (f) facilitating access to dispute resolution procedures relating to remuneration and related conditions for road transport drivers.”

[15] A RSRO may contain any provision the Tribunal considers appropriate in relation to remuneration and related conditions for road transport drivers to whom the RSRO applies and the Tribunal may make provision in the RSRO in relation to any or all of the following:

- (a) conditions about minimum remuneration and other entitlements for employee road transport drivers, additional to those set out in any modern award relevant to the road transport industry;
- (b) conditions about minimum rates of remuneration and conditions of engagement for contractor road transport drivers;
- (c) conditions for loading and unloading vehicles, waiting times, working hours, load limits, payment methods and payment periods;
- (d) ways of reducing or removing remuneration-related incentives, pressures and practices that contribute to unsafe work practices.

[16] A RSRO may impose requirements, in relation to a matter for which provision is made, on any or all of the following:

- (a) an employer or hirer of a road transport driver to whom the RSRO applies;
- (b) a participant in the supply chain in relation to a road transport driver to whom the RSRO applies.

[17] It is understood that an inquiry into the cash and other valuables industry in New South Wales was conducted by his Honour, Justice Peterson of the Industrial Relations Commission of New South Wales between 1995 and 1997. That inquiry culminated in a

Report to the New South Wales Minister for Industrial Relations regarding the transport and delivery of cash and other valuables industry dated 28 February 1997.¹⁰ A link to that report and its recommendations is available on the Tribunal's website and at [http://www.lawlink.nsw.gov.au/lawlink/irc/ll_irc.nsf/vwFiles/Pubn_%20Trnspt_%20Inq_1997.pdf/\\$file/Pubn_%20Trnspt_%20Inq_1997.pdf](http://www.lawlink.nsw.gov.au/lawlink/irc/ll_irc.nsf/vwFiles/Pubn_%20Trnspt_%20Inq_1997.pdf/$file/Pubn_%20Trnspt_%20Inq_1997.pdf)

[18] It is also understood that a uniform code of practice for safety and security standards in the Cash in Transit industry, and its enforcement, is currently being considered by interested persons.

[19] These matters, amongst others, are expected to form part of the Tribunal's inquiry into the sectors in the Cash in Transit industry.

Initial timetable and processes

[20] The Tribunal invites those wanting to make a written submission to the inquiry into the sectors in the Cash in Transit industry to lodge their written submission with the Tribunal by 25 August 2014.

[21] The Tribunal will conduct proceedings for the purpose of receiving oral submissions to the inquiry at the following locations, times and dates:

Melbourne	11 Exhibition Street, Melbourne	10:00am, 1 September 2014
Brisbane	66 Eagle Street, Brisbane	10:00am, 3 September 2014
Sydney	80 William Street, East Sydney	10:00am, 5 September 2014
Adelaide	Level 6, Riverside Centre North Terrace, Adelaide	10:00am, 3 October 2014
Perth	111 St Georges Terrace, Perth	10:00am, 7 October 2014
Darwin	22 Mitchell Street, Darwin	10:00am, 13 October 2014

[22] Persons wanting to make oral submissions to the inquiry at any of the above locations and dates, or at other locations, must advise the Tribunal by 28 August 2014.

[23] Arrangements for the receipt of oral submissions at other locations will be made as necessary and published on the Tribunal's website.

[24] The locations, times and dates for any inspections of operations in the Cash in Transit industry will be published on the Tribunal's website.

[25] Further processes in respect of the inquiry will also be published on the Tribunal's website.

Conclusion

[26] This Statement has set out the scope and initial timetable and processes for the inquiry by the Tribunal into the sectors in the Cash in Transit industry.

[27] Information about the inquiry will be published on the Tribunal's website, and updates on the progress of the inquiry provided by email to subscribers. Subscription to the Tribunal's email service can be made through the website.

[28] Relevant addresses and contacts for the inquiry are as follows:

Website:	www.rsrt.gov.au
Email:	inquiries@rsrt.gov.au
Facsimile:	(03) 9655 0401
Post:	Road Safety Remuneration Tribunal GPO Box 1994 Melbourne VIC 3001
Telephone:	1300 778 954

PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code C, PR350302>

Endnotes:

¹ *Second Annual Work Program*, RTP2013/1.

² *Second Annual Work Program*, RTP2013/1.

³ *Road Safety Remuneration Act 2012* (Cth), s.18(2).

⁴ *Road Safety Remuneration Act 2012* (Cth), s.27(1).

⁵ *Road Safety Remuneration Act 2012* (Cth), s.27(3).

⁶ *Road Safety Remuneration Act 2012* (Cth), s.22.

⁷ *Road Safety Remuneration Act 2012* (Cth), s.24.

⁸ *Road Safety Remuneration Act 2012* (Cth), s.26.

⁹ *Road Safety Remuneration Act 2012* (Cth), s.4 and *Transport (Cash in Transit) Award 2010* (as in force on 1 July 2012), cl.3.

¹⁰ Industrial Relations Commission of New South Wales, Matter No. IRC1880 of 1995.

SCOPE OF THE ROAD SAFETY REMUNERATION TRIBUNAL INQUIRY INTO THE SECTORS IN THE CASH IN TRANSIT INDUSTRY

Pursuant to its second annual work program, the Road Safety Remuneration Tribunal (the Tribunal) is conducting an inquiry into the sectors in the Cash in Transit industry within the meaning of the *Transport (Cash in Transit) Award 2010* as in force on 1 July 2012.¹ The inquiry:

- (a) will have regard to the object of the *Road Safety Remuneration Act 2012* (Cth) of promoting safety and fairness in the road transport industry;² and
- (b) is for the purpose of informing the Tribunal as to the preparation of any draft road safety remuneration order (RSRO) covering employee and/or contractor road transport drivers in the sectors in the Cash in Transit industry, their employers or hirers, and participants in the supply chain in relation to those road transport drivers.

Written or oral submissions to the inquiry are invited from interested persons on issues, incentives, pressures or practices affecting safety and fairness in the Cash in Transit industry that may be improved by a RSRO covering relevant employee and/or contractor road transport drivers,³ their employers or hirers, and participants in the supply chain in relation to those road transport drivers.⁴

All submissions received will be published on the Tribunal's website, provided that the Tribunal will not publish a submission, or may restrict the publication of a submission in whole or part, if satisfied it is desirable to do so because it is of a confidential nature.

Suggestions are also sought from interested persons about operations in the Cash in Transit industry that might be inspected by the Tribunal as part of the inquiry.

An interim report from the inquiry will be presented to the President of the Tribunal and published on the Tribunal's website for comment by interested persons, before the final report from the inquiry is presented and published.

Relevant addresses and contacts for the inquiry are as follows:

Website:	www.rsrt.gov.au
Email:	inquiries@rsrt.gov.au
Facsimile:	(03) 9655 0401
Post:	Road Safety Remuneration Tribunal GPO Box 1994 Melbourne VIC 3001
Telephone:	1300 778 954

Notes

1. The Cash in Transit industry is defined in the *Transport (Cash in Transit) Award 2010* as in force on 1 July 2012 as meaning “the transport of cash, securities and other financial instruments, bullion and other precious goods and materials, including valuables such as gold and jewels and other commercially negotiable articles and/or transactions”.
2. Section 3 of the *Road Safety Remuneration Act 2012* (Cth) provides that:

“The object of this Act is to promote safety and fairness in the road transport industry by doing the following:

 - (a) ensuring that road transport drivers do not have remuneration-related incentives to work in an unsafe manner;
 - (b) removing remuneration-related incentives, pressures and practices that contribute to unsafe work practices;
 - (c) ensuring that road transport drivers are paid for their work, including loading or unloading their vehicles or waiting for someone else to load or unload their vehicles;
 - (d) developing and applying reasonable and enforceable standards throughout the road transport industry supply chain to ensure the safety of road transport drivers;
 - (e) ensuring that hirers of road transport drivers and participants in the supply chain take responsibility for implementing and maintaining those standards;
 - (f) facilitating access to dispute resolution procedures relating to remuneration and related conditions for road transport drivers.”
3. A RSRO may contain any provision the Tribunal considers appropriate in relation to remuneration and related conditions for road transport drivers to whom the RSRO applies and the Tribunal may make provision in the RSRO in relation to any or all of the following:
 - (a) conditions about minimum remuneration and other entitlements for employee road transport drivers, additional to those set out in any modern award relevant to the road transport industry;
 - (b) conditions about minimum rates of remuneration and conditions of engagement for contractor road transport drivers;

- (c) conditions for loading and unloading vehicles, waiting times, working hours, load limits, payment methods and payment periods;
 - (d) ways of reducing or removing remuneration-related incentives, pressures and practices that contribute to unsafe work practices.
- 4. A RSRO may impose requirements, in relation to a matter for which provision is made, on any or all of the following:
 - (a) an employer or hirer of a road transport driver to whom the RSRO applies;
 - (b) a participant in the supply chain in relation to a road transport driver to whom the RSRO applies.

ATTACHMENT B

**INITIAL TIMETABLE AND PROCESSES FOR THE ROAD SAFETY
REMUNERATION TRIBUNAL INQUIRY INTO THE SECTORS IN THE CASH IN
TRANSIT INDUSTRY**

Date	Process
<p>By no later than 25 August 2014</p>	<p>Written submissions to the inquiry are invited from interested persons on issues, incentives, pressures or practices affecting safety and fairness in the Cash in Transit industry.</p> <p>Written submissions are due by 25 August 2014.</p> <p>Written submissions can be forwarded to the Tribunal by email, facsimile transmission or post to the following:</p> <p align="center">Email—inquiries@rsrt.gov.au Facsimile—(03) 9655 0401 Post—Road Safety Remuneration Tribunal GPO Box 1994, Melbourne VIC 3001</p> <p>Material which is forwarded to the Tribunal will generally be published on the Tribunal’s website.</p>
<p>By no later than 28 August 2014</p>	<p>Proceedings for oral submissions to the inquiry will be held in most capital cities, and other regions as appropriate, during September and October 2014.</p> <p>Persons wanting to make oral submissions must advise the Tribunal by 28 August 2014 by email, facsimile transmission, post or telephone to the following:</p> <p align="center">Email—inquiries@rsrt.gov.au Facsimile—(03) 9655 0401 Post—Road Safety Remuneration Tribunal GPO Box 1994, Melbourne VIC 3001 Telephone—1300 778 954</p>
<p>1 September 2014</p>	<p>The Tribunal will conduct proceedings for the purpose of receiving oral submissions at:</p> <p align="center">10 am, 1 September 2014 11 Exhibition Street, Melbourne</p>

Date	Process
3 September 2014	<p>The Tribunal will conduct proceedings for the purpose of receiving oral submissions at:</p> <p>10 am, 3 September 2014 66 Eagle Street, Brisbane</p>
5 September 2014	<p>The Tribunal will conduct proceedings for the purpose of receiving oral submissions at:</p> <p>10 am, 5 September 2014 80 William Street, East Sydney</p>
3 October 2014	<p>The Tribunal will conduct proceedings for the purpose of receiving oral submissions at:</p> <p>10 am, 3 October 2014 Level 6, Riverside Centre North Terrace, Adelaide</p>
7 October 2014	<p>The Tribunal will conduct proceedings for the purpose of receiving oral submissions at:</p> <p>10 am, 7 October 2014 111 St Georges Terrace, Perth</p>
13 October 2014	<p>The Tribunal will conduct proceedings for the purpose of receiving oral submissions at:</p> <p>10 am, 13 October 2014 22 Mitchell Street, Darwin</p>

Conduct of the Inquiry

[29] The Inquiry received written submissions, oral submissions and conducted site visits.

Written submissions

[30] Written submissions were received from the following organisations:

- ARA Security Services Pty Limited (ARA Security);
- Linfox Armaguard Group (Linfox Armaguard);
- Australian Security Industry Association Ltd (ASIAL);
- South Australian Employers' Chamber of Commerce and Industry Incorporated t/as Business SA Business SA;
- Office of Fair and Safe Work Queensland (OFSWQ);
- Paul Marsden & Associates Pty Limited t/as PMA Protection Services (PMA Protection Services);
- Prosecur Australia Pty Limited (Prosecur);
- R & M Security Services;
- Security Specialists Australia and Security Specialists Melbourne Pty. Limited (SSA);
- Southern Cross Protection Pty Ltd (Southern Cross Protection);
- Sydney Night Patrol & Inquiry Co Pty Ltd t/as SNP Security (SNP Security);
- Toll Holdings Limited (Toll Secure); and
- Transport Workers' Union of Australia (TWU).

Oral submissions

[31] The Inquiry heard oral submissions from the following persons (representing the following organisations):

- Mr M. Kaine, Ms L. Biviano, Mr J. Parker, Mr P. Dalrymple, Mr E. Lawrie, Mr S. Connolly, Mr S. Matthews, Mr K. Suesse, Mr C. Kaka, Mr C. Williams, Mr C. Mackay, Mr S. McIntyre, Mr Z. Dib, Mr D. West, Mr D. Edmondson, Mr M. Danalis, Mr D. Studdert, Mr I. Smith, Mr M. Spring, Mr. B Egan, Mr J. Curtrali, Mr R. Monkhouse and Mr G. Bratcher (TWU);
- Mr P. Silk, Ms K. Hutchins and Mr D. Waters (Linfox Armaguard);
- Mr D. Sloan, Ms K. Alam, Ms D. McGrouther and Mr D. Thompson (Toll Secure);
- Mr B. Cross, Mr N. Stevens and Mr O. Somerville (Prosecur);
- Mr C. Delaney (ASIAL);
- Mr M Huggett (SSA); and

- Mr M Baroni (Southern Cross Protection).

Site visits

[32] The following sites were inspected by Mr Hutchins and Mr Ryan during September and October 2014:

- Linfox Armaguard, Essendon Fields site (VIC) (2 September 2014);
- Brinks Australia Pty Ltd, Tullamarine site (VIC) (2 September 2014);
- Toll Secure, Kingsgrove site (NSW) (4 September 2014);
- Prosegur, Lane Cove site (NSW) (4 September 2014);
- Linfox Armaguard, Camellia site (NSW) (4 September 2014);
- Linfox Armaguard, Frenchs Forrest site (NSW) (2 October 2014); and
- Linfox Armaguard, Canning Vale site (WA) (6 October 2014).

APPENDIX C

Confidential: Overview of submissions regarding safety measures by parties in the sectors in the cash in transit industry

The material contained in Appendix C is confidential. Any party wishing to view the material from Appendix C must make application to the Road Safety Remuneration Tribunal.

APPENDIX D

Comparison of party proposed RSROs

This attachment provides a comparison of the proposed RSROs submitted to the Inquiry by the Linfox Armaguard Group (Linfox Armaguard),¹ Prosegur Australia Pty Ltd (Prosegur),² Toll Holdings Limited (Toll Secure)³ and Australian Security Industry Association Ltd (ASIAL)⁴ with the Transport Workers' Union of Australia (TWU) proposed RSRO⁵.

Chapter 5 of the report focused on the proposed RSROs submitted to the Inquiry and, in particular, the points of broad agreement and of difference between them in terms of provisions sought to improve the safety and fairness in the CIT industry. The chapter also noted the views of parties which opposed, or had concerns about, the making of an RSRO for the CIT industry. While the discussion in Chapter 5 was undertaken by themes provided by the parts of the TWU proposed RSRO, the comparison in this attachment is undertaken on a clause-by-clause basis.

Provided below is a comparative table of party proposed RSROs (D.1) and a full text comparison of the TWU Proposed RSRO with relevant clauses in other party proposed RSROs (D.2).

As noted in the Inquiry's report, Linfox Armaguard, Toll Secure and Prosegur submitted that they had framed their proposed RSROs using the TWU proposed RSRO as a starting point.⁶ The TWU submitted several iterations of its proposed RSRO during the course of the Inquiry. The table and full text comparison below are therefore drafted to reflect differences between the final proposed draft submitted by the TWU (TWU20) and those of the other parties. In some instances these differences reflect that a party had adopted a clause that was proposed by the TWU in an earlier version, but that was not included or not consistent in its final draft.

Unlike the other proposed RSROs submitted to the Inquiry, the structure and format of ASIAL's proposed RSRO does not directly reflect that of the TWU, with a key difference being that ASIAL incorporates its 'Cash in Transit Code of Practice'. However, while the ASIAL proposed RSRO is not directly comparable with the TWU proposed RSRO, they address many of the same issues. This means that it is possible in many instances to determine whether the clause proposed by ASIAL is consistent or inconsistent with the clause dealing with the same issue in the TWU proposed RSRO. Where the ASIAL proposed RSRO does not include provisions on an issue dealt with in the TWU proposed RSRO, this is denoted in the table with 'NA'.

The full text document at D.2 sets out those clauses in proposed RSROs submitted by Linfox Armaguard, Prosegur, Toll Secure and ASIAL which were not consistent with the relevant clause in the TWU proposed RSRO. This document is provided as a resource only and does not indicate a preferred position or recommendation of this Inquiry.

D.1 Comparative table of proposed RSROs

The table below compares the TWU Proposed RSRO submitted on 12 November 2014 with proposed RSROs submitted by Linfox Armaguard (11 November 2014), Prosegur (31 October 2014) Toll Secure (6 November 2014) and ASIAL (26 September 2014).

Clauses have been described as ‘Consistent’ where the wording used is the same as that of the corresponding clause in the TWU proposed RSRO. However, it is noted that the interaction of these clauses with other parts of the respective proposed RSROs (for example relating to coverage or defined terms) may mean that, while wording is consistent, the operation or effect of the clauses differ.

Where the wording of a clause of a proposed RSRO is dissimilar to that of the TWU proposed RSRO, this has been referred to as ‘Not consistent.’

<u>TWU proposed RSRO</u> (12 November 2014)	<u>Linfox Armaguard proposed RSRO</u> (11 November 2014)	<u>Toll Secure proposed RSRO</u> (6 November 2014)	<u>Prosegur proposed RSRO</u> (31 October 2014)	<u>ASIAL proposed RSRO</u> (26 September 2014)
A. Application and operation				
Clause 1	Consistent	Consistent	Consistent	Not consistent (cl. 1)
Clause 2	Consistent	Consistent	Consistent	Consistent (cl. 2)
Clause 3	Consistent	Consistent	Consistent	Not consistent (cl. 4.1)
Clause 4	Consistent	Consistent	Consistent	Not consistent (cl. 4.2)
Clause 5	Consistent	Not consistent (‘Armoured Work’, ‘ATM Maintenance Work’, ‘Client’)	Not consistent (‘Armoured vehicle’, ‘Armoured work’)	Not consistent (cl. 3)
B. Training and qualifications				
Clause 6	Consistent	Not consistent (cl. 6(c))	Consistent	Not consistent (code of practice, cl. 7)
Clause 7	Not consistent (cl. 7. (b))	Consistent	Consistent	Not consistent (code of practice, cl. 6)
Clause 8	Consistent	Consistent	Consistent	Not consistent (code of practice, cl. 6)
Clause 9	Consistent	Not consistent (cl. 9 (i))	Consistent	Not consistent (code of practice, cl. 7)

Clause 10	Consistent	Not consistent (cl. 10)	Not consistent	Not consistent (code of practice, cl. 7)
C. Risk assessments				
Clause 11	Not consistent	Consistent	Consistent	Not consistent (code of practice cl. 2.2)
Clause 12	cl. 12(b)	Consistent	cl. 12(b) not included	NA
Clause 13	Consistent	Not consistent (cl. 13(b))	Consistent	Not consistent (code of practice cl. 2.2)
Clause 14	Consistent	Consistent	Consistent	Not consistent (code of practice cl. 2.2)
Clause 15	Consistent	Consistent	Consistent	Not consistent (code of practice cl. 2.1)
Clause 16	Not consistent (cl. 16(e))	Consistent	cl. 16(k) not included	Not consistent (code of practice cl. 2.1)
Clause 17	Consistent	Consistent	Consistent	NA
Clause 18	Not consistent (cl. 18(a), 18(b))	Consistent	Not consistent (cl. 18(b), 19)	NA
Clause 19	Consistent	Consistent ⁷	Consistent (cl. 20)	NA
Clause 20	Not consistent (cl. 20)	Not consistent (cl. 20)	Not consistent (cl. 21)	NA
Clause 21	Not consistent	Not consistent (cl. 21)	Consistent (cl. 22)	NA
Clause 22	Not consistent (cl. 22(b))	Position reserved	Not consistent (cl. 23)	NA
D. Safe operating procedures				
Clause 23	Consistent	Consistent	Consistent	NA
Clause 24	Consistent	Consistent	Consistent	NA
Clause 25	Consistent	Not consistent (25(a))	Consistent	Not consistent (code of practice, cl. 2)
E. Consultation				
Clause 26	Not consistent	Not consistent (cl. 26, cl. 26(c))	Not consistent (cl. 27)	NA
Clause 27	Consistent	Consistent	Consistent (cl. 28)	NA
Clause 28	Consistent	Consistent	Consistent (cl. 29)	NA

Clause 29	Not consistent (cl. 29(b))	Not consistent (cl. 29 (a))	Not consistent (cl. 30)	NA
Clause 30	Consistent	Not consistent	Consistent (cl. 31)	NA
F. Vehicle standards				
Clause 31	Not consistent (cl. 31(c), 31(e))	Not consistent (cl. 31(b), 31(d))	Not consistent (cl. 32(b) - (m))	Not consistent (code of practice, cl. 4)
Clause 32	Not consistent (cl. 32)	Not consistent (cl. 32)	Not consistent (cl. 33)	Not consistent (code of practice, cl. 4)
Clause 33	Consistent	Not consistent (31(a), 31(b), 31(c))	Not consistent (cl.36(a)-(i)).	Not consistent (code of practice, cl. 4)
Clause 34	Not consistent (cl. 34)	Consistent	Not included	Not consistent (code of practice, cl. 4)
G. Cash limits				
Clause 35	Consistent	Position reserved	Consistent (cl. 38)	Not consistent (code of practice, cl. 2.3)
Clause 36	Consistent	Position reserved	Consistent (cl. 39)	NA
Clause 37	Consistent	Position reserved	Not consistent (cl. 40)	NA
H. Personal protective equipment				
Clause 38	Consistent	Not consistent (cl. 38)	Consistent	NA
Clause 39	Consistent	Consistent	Consistent	Consistent (code of practice, cl. 4)
Clause 40	Not consistent (cl. 40(b))	Consistent	Not consistent (cl. 44)	Not consistent (code of practice, cl. 8)
Clause 41	Consistent	Consistent	Consistent (cl. 45)	NA
Clause 42	Consistent	Not included	Not included	NA
I. Communication systems				
Clause 43	Consistent	Consistent	Consistent	Consistent
Clause 44	Consistent	Consistent	Consistent	Consistent
Clause 45	Consistent	Consistent	Consistent	Consistent
Clause 46	Not consistent (cl. 46)	Not consistent (cl. 45)	Not included	NA
Clause 47	Not consistent	Consistent	Not included	NA

	(cl. 47)			
--	----------	--	--	--

K. Crewing levels				
Clause 48	Consistent	Not consistent (cl. 50)	Not included	NA
Clause 49	Consistent	Consistent	Consistent	NA
Clause 50	Consistent	Consistent	Consistent	NA
L. Requirements for particular categories of CIT work				
Clause 51	Not included	Not consistent (cl. 50)	Not included	Not consistent (code of practice, cl. 4)
Clause 52	Consistent	Not included	Consistent	NA
Clause 53	Consistent	Consistent	Consistent	NA
Clause 54	Not consistent (cl. 53)	Not included	Consistent	NA
M. Safe remuneration systems				
Clause 55	Consistent	Consistent	Not consistent (cl. 54(a))	NA
Clause 56	Consistent	Not consistent (cl. 56 (b)(ii))	Not consistent. (cl. 55(a))	NA
N. Chain of responsibility				
Clause 57	Consistent	Consistent	Consistent	NA
Clause 58	cl 58(e), (f), (g), (h) and (j) not included. Not consistent (cl. 58; cl. 58(a), (b) (c), (d))	Consistent	Not consistent (cl. 57)	NA
Clause 59	Not consistent (cl. 59(b))	Consistent	Consistent.	Not consistent (cl. 5;
Clause 60	Consistent	Consistent	Not included	NA
Clause 61	Consistent	Consistent	Not included	NA
Clause 62	Consistent	Consistent	Not included	NA
Clause 63	Consistent	Consistent	Consistent	NA
Clause 64	Consistent	Consistent ((Position reserved - see note to cl. 61)	Consistent	NA
Clause 65	Consistent	Consistent	Consistent	NA
Clause 66	Consistent	Consistent	Not consistent (cl. 64).	NA
Clause 67	Consistent	Consistent	Consistent	NA
Clause 68	Consistent	Consistent	Consistent	NA

O. Drug and alcohol policy				
Clause 69	Consistent	Consistent	Not consistent (cl. 67(a))	NA
Clause 70	Consistent	Not included	Not included	NA
Clause 71	Consistent	Consistent	Consistent	NA
Clause 72	Consistent	Consistent	Consistent	NA
Clause 73	Consistent	Not included	Not included	NA
Clause 74	Consistent	Not consistent (cl. 69(a) and (c))	Not consistent (cl. 70(c))	NA
Schedule A - Cash limits				
A.1	Not consistent (item (A.1))	Consistent (Position reserved - see note to Schedule A)	Not consistent (item (A.1))	Not consistent (code of practice, cl. 2.3)
A.2	Not consistent (item (A.2))	Consistent (Position reserved - see note to Schedule A)	Not consistent (item (A.1))	Not consistent (code of practice, cl. 2.3)
A.3	Consistent	Consistent (Position reserved - see note to Schedule A)	Not included	Not consistent (code of practice, cl. 2.3)
A.4	Not consistent (item (A.4))	Consistent (Position reserved - see note to Schedule A)	Not included	Not consistent (code of practice, cl. 2.3)
Schedule B - Prescribed training				
Security Training	Consistent	Not consistent (item (b))	Consistent	NA
Firearms Training	Consistent	Not consistent (item (b))	Not consistent (item (b))	NA

D.2 Comparison of other party proposed RSROs with the TWU Proposed RSRO

The document below reproduces the TWU Proposed RSRO submitted on 12 November 2014 and provides a comparison with proposed RSROs submitted by Linfox Armaguard (11 November 2014), Prosegur (31 October 2014) Toll Secure (6 November 2014) and ASIAL (26 September 2014).

To note:

- Where only text from the TWU proposed RSRO is provided, this indicates other parties proposed wording was *consistent* with the clause;
- Where a party proposed wording *not consistent* with the TWU proposed RSRO, the party's alternative proposed wording is provided; and
- Where a party's proposed RSRO omitted a clause included in the TWU proposed RSRO, this is indicated with the words *not included* or (in relation to ASIAL, given the different structure and format of its proposed RSRO) *not applicable*.

ROAD TRANSPORT (CASH IN TRANSIT) ORDER

A. Application and operation

1. This order is the *Road Transport (Cash in Transit) Order*.

Not consistent

ASIAL:

1. This Order is the Cash-in-Transit Road Safety Remuneration Order 2014.

2. This order commences on 1 July 2015 and expires on 31 July 2018.
3. This Order applies to a road transport driver employed or engaged in the road transport and distribution industry in respect of the provision by the road transport driver of a road transport service wholly or substantially in relation to CIT Work.

Not consistent

ASIAL:

- 4.1 This Order covers CIT Road Crew in the CIT Industry, in respect of the provision by the CIT Road Crew of a CIT Services or by the road transport drivers of a road transport service involved either principally or incidentally in the transportation of cash and other valuables such as securities, jewels, bullion and other financial instruments.

4. This Order imposes requirements on an employer or a hirer of a road transport driver to whom the Order applies, and on a participant in the supply chain in relation to a road transport driver to whom this Order applies.

Not consistent

ASIAL:

4.2 This Order imposes requirements on CIT Road Crew, CIT Industry Participants and acquirers of CIT Services.

5. For the purposes of this Order:

Act means the Road Safety Remuneration Act 2012 (Cth).

Armoured vehicle means a vehicle specifically designed for the transportation of cash and other valuables.

ATM means automatic teller machine.

ATM Work means work which involves a crew in shutting down an ATM (disengaging the ATM from online status), performing a variety of tasks including the removal of depleted cassettes and replacement with replenished cassettes, clearing deposits lodged, purged notes and captured cards) and on completion returning the ATM to online status. For the avoidance of doubt, this does not include ATM Maintenance Work.

ATM Maintenance Work means work in relation to the maintenance of an ATM which causes the vault of the ATM to be unlocked.

Cash and other valuables means cash (other than coin), securities and other financial instruments, bullion and other precious goods and materials, including valuables such as gold and jewels and other commercially negotiable articles and/or transactions but excluding in production polymer notes.

CIT Operator means the employer of a CIT Worker who is an employee or the Hirer of a CIT Worker who is not an employee but does not include an OEM.

CIT Work means the transport of cash and other valuables and ATM Work.

CIT Worker means a person performing CIT Work and includes a Road Transport Driver.

Client means the client on whose behalf the CIT Work is ultimately being performed.

Hirer has the meaning given by the Act.

Non-armoured vehicle means a vehicle other than an armoured vehicle.

Non-armoured work means CIT Work carried out in a non-armoured vehicle.

OEM means the original equipment manufacturer of an ATM, where they provide ongoing maintenance services to a Client.

Piece Rate means a rate of pay based on output or production or any other method of payment by results.

Relevant CIT Workers means the workers who perform the work of transporting cash and valuables.

Road transport driver has the meaning given by the Act.

Supply Chain Participant has the meaning given by the Act.

Not consistent

TOLL SECURE:

Armoured Work means CIT Work which is required to be performed with an Armoured Vehicle.

[**Toll Secure note:** This definition is required due to the several instances of the term “Armoured Work” appearing in the RSRO.]

ATM Maintenance Work means work in relation to the maintenance of an ATM which causes the vault of the ATM to be unlocked but which does not involve the movement of cash.

Client means the person with whom a CIT Operator has contracted to provide CIT Work.

PROSEGUR:

Armoured vehicle means a Fully Armoured Vehicle or a Semi-Armoured Vehicle specifically designed for the transportation of cash and other valuables.

Armoured work means CIT Work performed in an Armoured Vehicle.

ASIAL:

3. Definitions and interpretation

In this Order, unless the contrary intention appears:

Act means the Road Safety Remuneration Act 2012 (Cth).

Cash in Transit – Mandatory Code of Practice for Safety Standards in the CIT Industry means the document annexed to this Order at Annexure A.

Cash-in-Transit Industry or CIT has the meaning given to that term in the Transport (Cash in Transit) Award 2010.

CIT Industry Participant means any person, corporation or other entity engaged in the business of providing CIT Services.

CIT Road Crew means an individual who is employed by, contracted to provide or otherwise engaged the provision of CIT Services.

CIT sector of the road transport industry means the cash in transit industry within the meaning of the Transport (Cash in Transit) Award 2010 as in force on 1 July 2012 and as applicable any meaning prescribed by the Road Safety Remuneration Regulation 2012 by reference to a modern award specified in the regulation.

CIT Services means the transport of cash and other valuables such as securities, jewels,

bullion and other financial instruments.

Consignor or consignee means a person who is the consignor or consignee of a thing in respect of which CIT Road Crew is providing CIT Services.

Contract means an agreement or arrangement between a CIT Industry participant and a third party for the provision of CIT Services, including a reference to a condition or collateral arrangement that relates to the contract.

Order means a Road Safety Remuneration Order made under Part 2 of the Road Safety Remuneration Act 2012 (Cth).

Road transport driver means:

1. (a) an individual, other than a related individual of a corporation who drives one or more of the corporation's vehicles, who engages in the road transport industry by driving a vehicle to transport things by road, provided the individual does so:

- (i) as an employee of a constitutional corporation, the Commonwealth, a Commonwealth authority, a Territory or a Territory authority; or
- (ii) under a road transport contract the other party to which is a constitutional corporation, the Commonwealth, a Commonwealth authority, a Territory or a Territory authority; or
- (iii) under a contract entered into in a Territory; or
- (iv) under a contract at least one of the parties to which is an individual who is resident in, or a body corporate that has its principal place of business in, a Territory; or
- (v) for the purposes of a business undertaking of a constitutional corporation; or
- (vi) for the purposes of the Commonwealth, a Commonwealth authority, a Territory or a Territory authority; or
- (vii) in the course of or in relation to constitutional trade or commerce; or
- (viii) under a road transport contract the other party to which is a corporation that has entered into the contract for the purposes of the business of that corporation.

2. (b) a corporation that engages in the road transport industry by transporting things by road using one or more vehicles supplied by the corporation or a related individual, provided:

- (i) the vehicle or each vehicle is mainly driven by a related individual; and
- (ii) the related individual's principal occupation is driving the vehicle or vehicles; and
- (iii) the corporation is a constitutional corporation.

B. Training and Qualifications

6. A CIT operator must:

- (a) ensure that CIT Workers performing the work receive the prescribed training set out in Schedule B of this Order and have demonstrated the required competencies to fulfill the inherent requirements of a fully competent CIT Worker;
- (b) ensure that CIT Workers are engaged only for duties consistent with their qualifications and training and continually monitor their performance to ensure that they carry out their duties in a lawful and competent manner;

- (c) ensure that a person who is gaining experience to perform any CIT Work is under the supervision of a competent person for either a minimum of three months or until such time as the CIT Worker demonstrates competence to perform the service;
- (d) review and monitor systems of work and control measures and must provide, at least annually, refresher training as set out in clause 10 and Schedule B to ensure those systems and safe operating procedures are being followed, including in the use of appropriate PPE; and
- (e) remunerate CIT Workers for all time spent in training at their prescribed rate of pay.

Not Consistent

TOLL SECURE:

6. A CIT operator must:

- (c) ensure that a person who is gaining experience to perform any CIT Work is under the guidance of a competent person (who may be another CIT Worker) for either a minimum of three months or until such time as the CIT Worker demonstrates competence to perform the service;

ASIAL:

7. Training

Training at the workplace must be provided:

- Annually to workers engaged by a CIT business or undertaking, who participate in activities which have the potential to expose them to risk of injury or work related illness;
- Annually to managers and supervisors of workers carrying out CIT activities considered at risk of injury or work-related illness from robbery and/or who have responsibility for implementing safe work procedures;
- Regularly to staff responsible for purchasing plant, PPE and for designing, scheduling and organizing work activities;
- Annually Safety and security risk assessors.

Training programs must include:

- The work health and safety duties of everyone involved in cash-in-transit activities;
- Firearms accreditation;
- Heavy vehicle training;
- Security awareness training;
- The nature and extent of hazards identified in relation to the work performed;
- How to respond during a robbery or violent incident;

- Hazard and incident reporting systems which include the arrangements for reporting defects in plant or equipment used for CIT work; any other hazards which may present a risk to health and safety (for example hazardous manual tasks); hold-ups, attempted robbery, vehicle collision or other type of incident;
- Safe work procedures and other control measures adopted to minimise the risk or effects of robbery, other incidents, injury or illness. This includes instruction on:
 - Departure, arrival and on-site procedures
 - Staffing levels
 - Communication systems (including a secondary system)
 - Cash limits
 - The use and operation of vehicles and their safety features
 - Plant and associated equipment
 - When and how to use PPE including the selection, fitting, proper care and maintenance of PPE
 - Correct use of firearms
 - Confidentiality
 - How to access health and safety information
 - Procedures to be adopted in the event of a hold-up or other emergency, vehicle collision or breakdown and/or other type of incident
 - The effects of robbery on affected workers and/or others undertaking CIT activities
 - AUSTRAC Compliance programmes A and B to ensure staff understand their legislative requirements and are fully compliant.

Pre-employment checks

7. A CIT Operator must carry out the following due diligence enquiries prior to the engagement or promotion of any CIT Worker:
- (a) criminal history check (which includes a 100 point identification check); and
 - (b) prior work reference checks.

Not Consistent

LINFOX ARMAGUARD:

7. A CIT Operator must carry out the following due diligence enquiries prior to the engagement or promotion of any CIT Workers:

- (a) ?
- (b) credit history check; and

[The above requirement has been re-instated to reflect the need for probity checks for CIT Workers, this is often a mandatory requirement in customer contracts.]

ASIAL:

6. Employees

All employees engaged in the provision of CIT services must hold firearms and security licences applicable to the relevant State or territory in which they operate. CIT businesses must carry out the following due diligence enquiries prior to employment or promotion of any employees:

- Criminal history check (which includes a 100 point identification check);
- Credit history check;
- Prior work reference checks.

Pre-engagement training and qualification

8. A CIT Operator must ensure that all CIT Workers engaged by the CIT Operator prior to undertaking CIT Work:
- (a) hold the firearms and security licences applicable to the relevant State or territory in which they operate; and
 - (b) hold appropriate qualifications in accordance with security industry, firearms and other applicable legislation.

Not Consistent

ASIAL:

6. Employees

All employees engaged in the provision of CIT services must hold firearms and security licences applicable to the relevant State or territory in which they operate. CIT businesses must carry out the following due diligence enquiries prior to employment or promotion of any employees:

- Criminal history check (which includes a 100 point identification check);
- Credit history check;
- Prior work reference checks.

9. A CIT Operator must ensure that any CIT Worker engaged by the CIT Operator has, before commencing CIT Work, received training dealing with at least the following matters:
- (a) the work health and safety responsibilities of CIT Operators and CIT Workers;
 - (b) the nature and extent of hazards identified in relation to the work performed;
 - (c) hazard and incident reporting systems which include but are not limited to the arrangements for reporting:
 - i. defects in plant or equipment used for CIT work;
 - ii. any other hazards which may present a risk to health and safety (eg. Manual handling);

- iii. hold-ups, attempted robbery, vehicle collision or other type of incident.
- (d) safe operating policies, procedures and other measures adopted to minimise the risk, or effects of robbery, other incidents, injury or illness. This must include, but is not limited to, instruction on:
- i. departure, arrival and on-site procedures;
 - ii. manning levels;
 - iii. communication systems;
 - iv. cash limits;
 - v. the use and operation of vehicles and their safety features; plant and associated equipment;
 - vi. when and how to use PPE including the correct use of firearms and selection, fitting, proper care and maintenance of PPE;
 - vii. confidentiality;
 - viii. how to access health and safety information; and
 - ix. procedures to be adopted in the event of a hold-up or other emergency, vehicle collision or breakdown and/or other type of incident.
- (e) the effects of robbery on CIT Workers;
- (f) responding during a robbery or violent incident, including scenario training approved and/or provided by a Registered Training Organisation;
- (g) firearms accreditation;
- (h) vehicle training appropriate to the vehicle(s) that the CIT Worker will operate;
- (i) first aid training;
- (j) security awareness training; and
- (k) AUSTRAC compliance training.

Not Consistent

TOLL SECURE:

9. A CIT Operator must ensure that any CIT Worker engaged by the CIT Operator has, before commencing CIT Work, received training dealing with at least the following matters:

~~(i) first aid training;~~

[**Toll Secure note:** First aid training is a requirement for a CIT Worker to obtain/renew his or her security licence. To avoid the perception that separate or additional training is required, Toll Secure suggests that the reference be removed from clause 9.]

ASIAL:

7. Training

Training at the workplace must be provided:

- Annually to workers engaged by a CIT business or undertaking, who participate in activities which have the potential to expose them to risk of injury or work related illness;
- Annually to managers and supervisors of workers carrying out CIT activities considered at risk of injury or work-related illness from robbery and/or who have responsibility for implementing safe work procedures;
- Regularly to staff responsible for purchasing plant, PPE and for designing, scheduling and organizing work activities;
- Annually Safety and security risk assessors.

Training programs must include:

- The work health and safety duties of everyone involved in cash-in-transit activities;
- Firearms accreditation;
- Heavy vehicle training;
- Security awareness training;
- The nature and extent of hazards identified in relation to the work performed;
- How to respond during a robbery or violent incident;
- Hazard and incident reporting systems which include the arrangements for reporting defects in plant or equipment used for CIT work; any other hazards which may present a risk to health and safety (for example hazardous manual tasks); hold-ups, attempted robbery, vehicle collision or other type of incident;
- Safe work procedures and other control measures adopted to minimise the risk or effects of robbery, other incidents, injury or illness. This includes instruction on:
 - Departure, arrival and on-site procedures
 - Staffing levels
 - Communication systems (including a secondary system)
 - Cash limits
 - The use and operation of vehicles and their safety features
 - Plant and associated equipment
 - When and how to use PPE including the selection, fitting, proper care and maintenance of PPE
 - Correct use of firearms
 - Confidentiality

- How to access health and safety information
- Procedures to be adopted in the event of a hold-up or other emergency, vehicle collision or breakdown and/or other type of incident
- The effects of robbery on affected workers and/or others undertaking CIT activities

AUSTRAC Compliance programmes A and B to ensure staff understand their legislative requirements and are fully compliant.

10. A CIT Operator must ensure that any CIT Worker engaged by the CIT Operator received refresher training in relation to each of the matters listed at clauses 8, 9 and 10 of this Order at least once every twelve months.

Not Consistent

TOLL SECURE

10. A CIT Operator must ensure that any CIT Worker engaged by the CIT Operator undertakes refresher training in relation to each of the matters listed at clauses 8, 9 and 10 of this Order at least once every twelve months.

ASIAL:

7. Training

Training at the workplace must be provided:

- Annually to workers engaged by a CIT business or undertaking, who participate in activities which have the potential to expose them to risk of injury or work related illness;
- Annually to managers and supervisors of workers carrying out CIT activities considered at risk of injury or work-related illness from robbery and/or who have responsibility for implementing safe work procedures;
- Regularly to staff responsible for purchasing plant, PPE and for designing, scheduling and organizing work activities;
- Annually Safety and security risk assessors.

Training programs must include:

- The work health and safety duties of everyone involved in cash-in-transit activities;
- Firearms accreditation;
- Heavy vehicle training;
- Security awareness training;
- The nature and extent of hazards identified in relation to the work performed;
- How to respond during a robbery or violent incident;
- Hazard and incident reporting systems which include the arrangements for reporting defects in plant or equipment used for CIT work; any other hazards which may present a risk to health and safety (for example hazardous manual tasks); hold-ups, attempted robbery, vehicle collision or other type of incident;
- Safe work procedures and other control measures adopted to minimise the risk or

effects of robbery, other incidents, injury or illness. This includes instruction on:

- Departure, arrival and on-site procedures
- Staffing levels
- Communication systems (including a secondary system)
- Cash limits
- The use and operation of vehicles and their safety features
- Plant and associated equipment
- When and how to use PPE including the selection, fitting, proper care and maintenance of PPE
- Correct use of firearms
- Confidentiality
- How to access health and safety information
- Procedures to be adopted in the event of a hold-up or other emergency, vehicle collision or breakdown and/or other type of incident
- The effects of robbery on affected workers and/or others undertaking CIT activities

AUSTRAC Compliance programmes A and B to ensure staff understand their legislative requirements and are fully compliant.

C. Risk Assessments

11. Before any CIT Work is performed to or from a particular site, the CIT Operator must conduct a risk assessment in relation to the work.
12. A further risk assessment must be carried out:
 - (a) whenever necessary, including (but not limited to) whenever the risk profile of existing work changes—for example, following changes to the physical layout of a site or a robbery or other safety or security incident occurs on site; and
 - (b) at least on each occasion that a new contract is entered into for the carrying out of CIT work between each Client and CIT Operator.

Not Included

LINFOX ARMAGUARD:

Clause 12(b)

PROSEGUR:

Clause 12(b)

Not Applicable

ASIAL

13. A risk assessment must be completed in writing by a competent person. The person must as a minimum:
 - (a) hold a Certificate IV or Diploma in Security Risk and Management;

- (b) be appropriately licensed; and
- (c) have relevant experience in the CIT industry.

Not Consistent

TOLL SECURE:

13. A risk assessment must be completed in writing by a competent person. The person must as a minimum:

- (a) hold a Certificate IV or Diploma in Security Risk and Management; and
- (b) be appropriately licensed; ~~and~~
- ~~(b) have relevant experience in the CIT industry.~~

[**Toll Secure note:** Toll Secure has 2 concerns with the third proposed requirement. Firstly, a person may be competent and qualified to undertake the risk assessments without necessarily having a background in the CIT industry. Secondly, the phrase “relevant experience in the CIT industry” is a nebulous one and has the potential to cause confusion and disputation.]

ASIAL:

2.2 Assessing the risks

Risk assessments must be carried out for all sites prior to CIT services commencing. In the case of an urgent or on-off job, a risk assessment must be conducted prior to accepting or undertaking the job. This must determine the level of risk posed and appropriate methods of elimination and/or control of risks, and depending on the circumstances may not require a visit.

Risk Assessments must be:

- Conducted by persons holding a Certificate IV or Diploma in Security Risk and Management, and relevant experience in the CIT industry, and must be appropriately licenced in the state or territory of operation to conduct risk assessments;
- Subject to re assessment in a changing threat environment and review of the effectiveness of risk controls applied;
- Assessment should be completed using a Risk Management – Principles and Guidelines approach (AS/NZS ISO 31000:2009).

- 14. The risk assessment must be completed using a Risk Management – Principles and Guidelines approach consistent with the relevant Australian Standard (AS/NZS ISO 31000:2009).

Not Consistent

ASIAL:

2.2 Assessing the risks

Risk assessments must be carried out for all sites prior to CIT services commencing. In the case of an urgent or on-off job, a risk assessment must be conducted prior to accepting or undertaking the job. This must determine the level of risk posed and appropriate methods of elimination and/or control of risks, and depending on the circumstances may not require a visit.

Risk Assessments must be:

- Conducted by persons holding a Certificate IV or Diploma in Security Risk and Management, and relevant experience in the CIT industry, and must be appropriately licenced in the state or territory of operation to conduct risk assessments;
- Subject to re assessment in a changing threat environment and review of the effectiveness of risk controls applied;
- Assessment should be completed using a Risk Management – Principles and Guidelines approach (AS/NZS ISO 31000:2009).

15. The risk assessment must include (without limitation) assessment of the following potential hazards:
- (a) robberies and armed hold-ups;
 - (b) worker fatigue and stress;
 - (c) manual tasks;
 - (d) exposure to temperature variations;
 - (e) traffic hazards;
 - (f) slips, trips and falls; and
 - (g) use of firearms.

Not Consistent

ASIAL:

2.1 Identifying the hazards

Identifying hazards in the workplace involves finding risks and situations that could potentially cause harm to people.

Hazards associated with CIT activities can include:

- Robberies and armed hold-ups;
- Worker fatigue and stress;
- Manual tasks;
- Exposure to temperature variations;
- Traffic hazards;
- Slips, trips and falls;
- Use of firearms.

Potential hazards may be identified by:

- Inspecting the client work sites.
- Inspecting vehicles and equipment.
- Observing the systems of work and work practices.
- Assessing the routes for CIT transfers.
- Talking to workers about any problems they have noticed.
- Reviewing incident, injury and dangerous occurrence reports (e.g. hold ups).
- Determining the levels of training, experience and competence for the tasks.

16. A risk assessment must include (without limitation):

- (a) assessment of the work site or sites;
- (b) inspection and operation of the client site, vehicles and other equipment;
- (c) assessment of the routes to be taken in carrying out the work;
- (d) observation of systems of work and work practices at the work sites;
- (e) review of incident, injury and dangerous occurrence reports (e.g. hold ups);
- (f) assessment of the levels of training, experience and competence for the tasks;
- (g) identification of radio reception “black spots” and the implementation of alternative means of communication;
- (h) consideration of technology systems in place and/or required to control risks;
- (i) assessment of the use of randomised delivery times;
- (j) assessment of appropriate manning levels; and

- (k) assessment as to the necessity of the use of a random escort.

Not Consistent

LINFOX ARMAGUARD

16. A risk assessment must include (without limitation):

- (e) review of incident, injury and dangerous occurrence reports (e.g. hold ups) if provided by the client;

ASIAL:

2.1 Identifying the hazards

Identifying hazards in the workplace involves finding risks and situations that could potentially cause harm to people.

Hazards associated with CIT activities can include:

- Robberies and armed hold-ups;
- Worker fatigue and stress;
- Manual tasks;
- Exposure to temperature variations;
- Traffic hazards;
- Slips, trips and falls;
- Use of firearms.

Potential hazards may be identified by:

- Inspecting the client work sites.
- Inspecting vehicles and equipment.
- Observing the systems of work and work practices.
- Assessing the routes for CIT transfers.
- Talking to workers about any problems they have noticed.
- Reviewing incident, injury and dangerous occurrence reports (e.g. hold ups).
- Determining the levels of training, experience and competence for the tasks.

Not Included

PROSEGUR:

Clause 16(k)

17. An assessment of work sites must include (without limitation) consideration of the following matters:

- (a) whether the route to the site or the timing is predictable;
- (b) traffic in the area including any current road works or obstacles;
- (c) the location of parking, client entrances, vehicle entries and exits;
- (d) slips, trips or fall hazards which could make a security worker vulnerable to robbery;

- (e) lighting at entrance points, service points and where the vehicle will be parked;
- (f) areas where offenders could be concealed including inside the service point;
- (g) high people density at the site with the potential for disguised offenders;
- (h) whether the service point requires keys, codes or ID passes which could cause excessive entry delay, and
- (i) emergency exits that are clearly marked and accessible.

Not Applicable

ASIAL

Risk assessments for non-armoured work

18. In addition to the requirements of clauses 15, 16 and 17, whenever a CIT Operator is considering the performance of CIT Work in a non-armoured vehicle, the risk assessment must address (without limitation) the following matters:
- (a) whether it is safe in all the circumstances for the cash to be transported by a nonarmoured vehicle rather than an armoured vehicle;
 - (b) whether the job should be performed by one, two or more persons;
 - (c) whether the work to be performed is best suited to be performed at a particular time of the day or within a particular period of time, and if so what that time of the day or period of time is (on the basis that ordinarily the work will be routinely varied and not performed at a fixed time);
 - (d) whether parking is available or should by necessity be available in close proximity to the pick-up/delivery point;
 - (e) whether patrol and other security work should be performed together with CIT Work covered by this Order.

Not Consistent

LINFOX ARMAGUARD:

18. In addition to the requirements of clauses 15, 16 and 17, whenever a CIT Operator is considering the performance of CIT Work in a non-armoured vehicle, the risk assessment must address (without limitation) the following matters:
- (a) whether it is safe in consideration of the circumstances for the cash to be transported by a non-armoured vehicle rather than an armoured vehicle;

PROSEGUR:

18. In addition to the requirements of clauses 15, 16 and 17, whenever a CIT Operator is considering the performance of CIT Work in a non-armoured vehicle, the risk assessment must address (without limitation) the following matters:

(b) whether, if the operation is to be covert, the employees involved should carry firearms;

19. Except for ATM Maintenance Work, patrol and other security work must not be performed together with CIT Work covered by this Order.

Not Applicable

ASIAL

19. CIT Work shall not be carried out in a non-armoured vehicle until the above procedure is followed to completion.

Provision of risk assessment information to CIT Workers

20. The CIT Operator must supply affected CIT Workers providing services at a site with the results of any initial risk assessment prior to the commencement of CIT Work at that site, and within 5 business days of a risk assessment review or re-assessment.

Not Consistent

LINFOX ARMAGUARD:

20. The CIT Operator must supply affected CIT Workers providing services at a site with the results of any initial risk assessment prior to the commencement of CIT Work at that site, and within 5 business days after a risk assessment review or re-assessment.

TOLL SECURE:

20. The CIT Operator must supply affected CIT Workers providing services at a site with the results of any initial risk assessment prior to the commencement of CIT Work at that site, and within 5 business days after a risk assessment review or re-assessment in respect of that site.

PROSEGUR:

21. The CIT Operator must supply affected CIT Workers providing services at a site with the results of any initial risk assessment prior to the commencement of CIT Work at that site, and within 10 business days of a risk assessment review or re-assessment where the re-assessment results in a change to the original assessment.

Not Applicable

ASIAL

21. The CIT Operator must brief each CIT Worker as to the contents of the risk assessment applying to a site when each CIT Worker first begins to perform work in relation to that site and at any time requested by any CIT Worker.

Not Consistent

LINFOX ARMAGUARD:

21. The CIT Operator must inform each CIT Worker as to the contents of the risk assessment applying to a site when each CIT Worker first begins to perform work in relation to that site and at any time requested by any CIT Worker.

TOLL SECURE:

The CIT Operator must inform each CIT Worker as to the contents of the risk assessment applying to a site when each CIT Worker first begins to perform work in relation to that site and at any other time as requested by any CIT Worker.

Not Applicable

ASIAL

22. Where a CIT Worker believes that the results of a security assessment or review are inconsistent with the safe performance of work, the CIT Worker, their elected employee representative and/or the Transport Workers' Union of Australia must advise the CIT Operator forthwith. When the CIT Operator is so advised:
- (a) the CIT Operator shall consult with CIT Workers about the matter and follow a clear review process to address any concerns raised by the CIT Worker, which shall be in accordance with the Workplace Health & Safety Act 2011 (Cth);
 - (b) further to subclause 22(a), where any concern is raised in relation to a risk assessment, the CIT Operator must make available the competent person who conducted the assessment for consultation with the relevant CIT Workers, their elected employee representatives and/or the Transport Workers' Union of Australia;
 - (c) if the matter remains unresolved, there shall be consultations between senior officials of the relevant union and senior management of the CIT Operator; and
 - (d) if the matter remains unresolved, the matter shall be referred to the Tribunal for resolution.

Not Consistent

LINFOX ARMAGUARD:

22. Where a CIT Worker believes that the results of a security assessment or review are inconsistent with the safe performance of work, the CIT Worker or his/her Union must advise the CIT Operator forthwith. When the CIT Operator is so advised:

- (b) further to subclause 22(a), where any concern is raised in relation to a risk assessment, the CIT Operator must make available the competent person who conducted the assessment for consultation with the relevant CIT Workers and/or their

elected employee representatives and/or the Transport Workers' Union, as applicable;

PROSEGUR:

23. Where a CIT Worker believes that the results of a security assessment or review are inconsistent with the safe performance of work, the CIT Worker must advise the CIT Operator forthwith. When the CIT Operator is so advised the CIT Operator shall consult with CIT Worker about the matter and follow a clear review process to address any concerns raised by the CIT Worker, which shall be in accordance with the *Workplace Health & Safety Act 2011* (Cth).

Position Reserved

TOLL SECURE:

Clause 22

Not Applicable

ASIAL

D. Safe Operating Procedures

23. The CIT Operator must have in place written safe operating procedures in respect of CIT Work which are consistent with the CIT Operator's risk assessments.

Not Applicable

ASIAL

24. All CIT Work must be performed in accordance with relevant safe operating procedures.

Not Applicable

ASIAL

25. The safe operating procedures must (without limitation) provide for:

- (a) clearly defined and communicated roles and duties of each CIT Worker (eg. Whether their role is as a driver, cash escort, cash carrier, guard or control room operator);
- (b) pre-departure checklists;
- (c) regular testing of all safety features such as communication devices and duress alarms;
- (d) regular inspections and maintenance of the vehicles and personal protective equipment and other equipment used;
- (e) procedures to maintain confidentiality such as description of sites by code rather than name;

- (f) variation in delivery/pick up times and routes, where possible;
- (g) systems for communication with base, including provision for daily welfare checks;
- (h) identification of radio reception “black spots” and implementation of alternative means of communication;
- (i) procedures to defer the site attendance, or make arrangements for back up, in instances where suspicious behaviour or other potential hazards have been identified at the site;
- (j) procedures for vehicle collision and/or vehicle or equipment breakdown;
- (k) adherence to determined cash limits;
- (l) hold-up and post hold-up procedures, including emergency procedures to apply in the event of a robbery, assault, or other incident, including procedures for the appropriate medical treatment of injured persons;
- (m) hazard and incident reporting procedures;
- (n) manual handling procedures;
- (o) hours of work;
- (p) measures to address fatigue and stress;
- (q) systems for regular monitoring and review of all systems and procedures incorporating hazard and incident reports from the CIT Operator, clients and Police; and
- (r) mechanisms for ensuring that any CIT Worker involved in an incident of robbery, armed robbery or attempted robbery or armed robbery; are provided with post incident support including (but not limited to) counselling services, any necessary time off work and the making of appropriate adjustments to support a return to work.

Not Consistent

TOLL SECURE:

25. The safe operating procedures must (without limitation) provide for:

(a) clearly defined and communicated roles and duties of each CIT Worker (~~eg. Whether their role is as a driver, cash escort, cash carrier, guard or control room operator~~);

[**Toll Secure note:** The definition of “CIT Worker” stands on its own. Further, control room operators are not CIT Workers.]

ASIAL:

2. Risk Management

2.1 Identifying the hazards

Identifying hazards in the workplace involves finding risks and situations that could potentially cause harm to people. Hazards associated with CIT activities can include:

- Robberies and armed hold-ups;
- Worker fatigue and stress;
- Manual tasks;
- Exposure to temperature variations;
- Traffic hazards;
- Slips, trips and falls;
- Use of firearms.

Potential hazards may be identified by:

- Inspecting the client work sites.
- Inspecting vehicles and equipment.
- Observing the systems of work and work practices.
- Assessing the routes for CIT transfers.
- Talking to workers about any problems they have noticed.
- Reviewing incident, injury and dangerous occurrence reports (e.g. hold ups).
- Determining the levels of training, experience and competence for the tasks.

2.2 Assessing the risks

Risk assessments must be carried out for all sites prior to CIT services commencing. In the case of an urgent or on-off job, a risk assessment must be conducted prior to accepting or undertaking the job. This must determine the level of risk posed and appropriate methods of elimination and/or control of risks, and depending on the circumstances may not require a visit.

Risk Assessments must be:

- Conducted by persons holding a Certificate IV or Diploma in Security Risk and Management, and relevant experience in the CIT industry, and must be appropriately licenced in the state or territory of operation to conduct risk assessments;
- Subject to re assessment in a changing threat environment and review of the effectiveness of risk controls applied;
- Assessment should be completed using a Risk Management – Principles and Guidelines approach (AS/NZS ISO 31000:2009).

2.3 Value

The Risk Assessments will determine the value of cash to be transported both over the pavement and within the vehicle. The appropriate mode of transportation (armoured/non-armoured) will then be evident.

- i. Valuable goods to be collected and transported across-the-pavement during non-armoured operations must not exceed \$XX,000;
- ii. Valuable goods to be collected utilising a non armoured vehicle must not exceed \$XX,000 in total vehicle limits;
- iii. If limits described in points 2.3(i) or 2.3(ii) are exceeded, armoured vehicles must be used.

Limits

Limits should always be determined in accordance with:

- A risk assessment;
- Industry operational needs;
- This code and;
- Insurance provider requirements.

E. Consultation

26. CIT Workers, their elected employee representatives and/or the Transport Workers' Union of Australia must, at least, be consulted about the following:
- (a) risk assessments;
 - (b) systems of work;
 - (c) safe operating procedures and other risk control measures; and
 - (d) safe operating procedures, policies, systems of work and risk assessments; in accordance with this Order and must have an opportunity to work with the CIT Operator in relation to any concerns arising with the information provided.

Not Consistent

LINFOX ARMAGUARD:

26. CIT Workers, their elected employee representatives and/or the Transport Workers' Union of Australia must, at least, be consulted about the following:
- (a) risk assessments;
 - (b) systems of work;
 - (c) safe operating procedures and other risk control measures; and
 - (d) safe operating procedures, policies, systems of work and risk assessments;
- in accordance with this Order and must have an opportunity to work with the CIT Operator in relation to any concerns arising with the information provided.

TOLL SECURE:

26. CIT Workers, and/or their representatives if so requested by the CIT Workers, must, at least, be consulted about the following:

- (a) risk assessments;
- (b) systems of work; and
- (c) safe operating procedures and other risk control measures; ~~and safe operating procedures, policies, systems of work and risk assessments; in accordance with this Order and must have an opportunity to work with the CIT Operator in relation to any concerns arising with the information provided.~~

[**Toll Secure note:** Proposed clause (d) largely repeats (a) to (c), although the reference to “policies” exceeded, armoured vehicles must be used. to having “an opportunity to work with the CIT Operator” is an open-ended and perilously vague obligation.]

PROSEGUR:

26. CIT Workers must, at least, be consulted about the following:

- (a) risk assessments;
- (b) systems of work;
- (c) safe operating procedures and other risk control measures; and
- (d) safe operating procedures, policies, systems of work and risk assessments.

Not Applicable:

ASIAL

27. For the purposes of this clause, **Safety Information** means

- (a) risk assessments;
- (b) safe operating procedures;
- (c) safety and security alerts; and
- (d) the results of any review of a risk assessment or safe operating procedure.

Not Applicable:

ASIAL

28. Before a CIT Worker performs CIT Work, the CIT Operator must supply the CIT Worker with relevant Safety Information.

Not Applicable:

ASIAL

29. CIT Workers must have access to relevant Safety Information:
- (a) at the CIT Operator's base must not be removed from the CIT Operator's base; and
 - (b) any remote location where CIT Workers are completing CIT work, by way of the back-to-base radio or the mobile phone or, in the case where such means are noncommunicative, by such other industry approved equipment which provides such a communication link.

Not Consistent

LINFOX ARMAGUARD:

29. CIT Workers must have access to relevant Safety Information:

- (a) at the CIT Operator's base, it must not be removed from the CIT Operator's base; and
- (b) at any remote location where CIT Workers are completing CIT work, by way of the back to-base radio or the mobile phone or, in the case where such means are non-communicative, by such other industry approved equipment which provides such a communication link. Where the location is in a known 'black spot', the Safety Information is to be reviewed prior to the provision of services.

TOLL SECURE:

29. CIT Workers must have access to relevant Safety Information:

- (a) at the CIT Operator's base and where in hard copy the Safety Information must not be removed from the CIT Operator's base; and

PROSEGUR:

30. Safety Information relevant to CIT Workers when performing CIT Work must be made available at the CIT Operator's base, and as appropriate when performing CIT Work. The CIT Operator must have a system of control in place to ensure the security and retention of risk assessments.

Not Applicable:

ASIAL

30. The CIT Operator of CIT Workers must ensure that all CIT Workers are regularly briefed in relation to relevant Safety Information.

Not Consistent

TOLL SECURE:

30. The CIT Operator of CIT Workers must ensure that all CIT Workers are regularly informed in relation to relevant Safety Information.

Not Applicable

ASIAL

F. Vehicle Standards

Armoured vehicles

31. Armoured vehicles must be purpose designed for the transportation of cash and must include at least the following safety features:
- (a) Armouring to a minimum G2 specification (AS/NZS2343:1997) or any other Australian standard which replaces this standard from time to time on all sides of the vehicle.
 - (b) A single person entry mantrap that provides a system of secure partitioning and that allows the crew to enter and exit the vehicle without exposing the crew and which restricts access to the vehicle cargo area by persons other than the crew.
 - (c) A secure transfer safe, thereby only exposing consignments carried across the footpath. The secure transfer safe must be made of steel, secured to the vehicle and fitted with a one way deposit chute into the safe, the key to which must be retained at the CIT Operator's base.
 - (d) A drop safe to carry (and secure) the loose collected cash consignments within the vehicle. The drop safe must be made of steel, secured to the vehicle and fitted with a one way deposit chute. The key to empty the drop safe must be retained at the CIT Operator's base.
 - (e) Back-to-base radio with override button for use in an emergency, if applicable.
 - (f) Alternate communication method effective in known communication 'black spots'.
 - (g) Mobile telephone capable of being used hands-free.
 - (h) Monitored duress alarm or equivalent technology.
 - (i) Remotely activated central locking or other design method to prevent unauthorized access to the vehicle.
 - (j) Engine immobiliser designed to prevent unauthorised ignition of the vehicles.
 - (k) GPS or other tracking systems to locate the crew and the vehicle.
 - (l) A remote engine shut down capability.
 - (m) CCTV recording system.
 - (n) Air-conditioning.

Not Consistent

LINFOX ARMAGUARD:

31. Armoured vehicles must be purpose designed for the transportation of cash and must include at least the following safety features:

(c) A secure transfer safe, thereby only exposing consignments carried across the footpath. ~~The secure transfer safe must be made of steel, secured to the vehicle and fitted with a one way deposit chute into the safe, the key to which must be retained at the CIT Operator's base.~~

[These specifications were not intended to be included for a secure transfer safe and are inappropriate for a secure transfer safe.]

(e) ~~Back to base radio~~ Communication systems with an override button for use in an emergency, if applicable.

TOLL SECURE:

31. Armoured vehicles must be purpose designed for the transportation of cash and must include at least the following safety features:

(b) ~~A system of secure partitioning (mantrap) that allows the crew to enter and exit the vehicle without exposing the crew and which restricts access to the vehicle cargo area by persons other than the crew.~~

[**Toll Secure note:** Toll Secure does not accept that mantraps should be mandatory.]

(b) A secure transfer safe system, thereby only exposing consignments carried across the footpath. ~~The secure transfer safe must be made of steel, secured to the vehicle and fitted with a one way deposit chute into the safe, the key to which must be retained at the CIT Operator's base.~~

d) ~~Back-to-base radio~~ communication technology with override button for use in an emergency, if applicable.

PROSEGUR:

32. Armoured vehicles must be purpose designed for the transportation of cash and must include at least the following safety features:

(b) A system of secure partitioning that allows the crew to enter and exit the vehicle without exposing the crew and which restricts access to the vehicle cargo area by persons other than the crew.

(c) A secure transfer safe built into the body of the vehicle, thereby only exposing consignments carried across the footpath.

(d) Back-to-base radio with override button for use in an emergency, if applicable.

(e) Alternate communication method effective in known communication 'black spots'.

(f) Mobile telephone capable of being used hands-free.

(g) Monitored duress alarm or equivalent technology.

(h) Remotely activated central locking or other design method to prevent unauthorised access to the vehicle.

(i) Engine immobiliser designed to prevent unauthorised ignition of the vehicles.

(j) GPS or other tracking systems to locate the crew and the vehicle.

(k) A remote engine shut down capability.

(l) CCTV recording system.

(m) Air-conditioning.

ASIAL:

4. Vehicles

Operators must ensure that:

- Vehicles are selected in accordance with the nature of the activity to be undertaken;
- The vehicle conforms to the Design Rules for motor vehicles;
- Vehicles are mechanically sound and serviced regularly by a competent person.

ARMOURED VEHICLES

Operators must ensure that armoured vehicles used for CIT activities carry the operator's signage and that the workers wear uniforms and carry firearms. Armoured vehicles must include the following safety features:

- Armouring of vehicle to a minimum G2 specification (AS/NZS2343:1997) or any other Australian standard

which replaces this standard from time to time;

- A system of secure partitioning (mantrap) that allows the crew to enter and exit the vehicle without exposing

the crew and which restricts access to the vehicle cargo area by persons other than the crew;

- A secure transfer safe, thereby only exposing valuable goods carried across the footpath;
- A drop safe to carry (and secure) any loose collected valuable goods within the vehicle;
- Alternate communication method effective in two-way radio reception 'black spots';
- Mobile telephone capable of being used hands-free;
- Portable monitored duress alarm or equivalent technology;
- Remotely activated central locking or other design method to prevent unauthorised access to the vehicle;
- Engine immobilizer designed to prevent unauthorized ignition of the vehicles;
- Global Positioning Satellite (GPS) or other tracking systems to locate the crew and the vehicle;
- A remote engine shut down capability;
- A CCTV system.

NON-ARMOURED VEHICLES

Operators must ensure that Non-armoured vehicles used for covert activities are unmarked and workers carrying out the covert activity are armed and not in uniform, wearing clothing applicable to the weather conditions and ensuring a covert type holster is worn in such a way that the holster and firearm cannot be seen by members of the public. Operators must ensure that all armed workers are compliant with all applicable regulatory requirements. Vehicles used for overt activities carry the operator's signage and the workers wear uniforms and carry firearms.

Non-armoured vehicles must include the following safety features:

- Drop safe and/or secure lockers to carry the valuable goods;
- Alternate communication method effective in two-way radio reception 'black spots';
- Mobile telephone capable of being used hands-free;
- Portable monitored duress alarm or equivalent technology;
- Remotely activated central locking;

- Engine immobilizer designed to prevent unauthorized ignition of the vehicles;
- GPS or other vehicle tracking systems to locate the crew and vehicle;
- A remote engine shutdown capability.

32. Company livery must be overtly displayed on the armoured vehicles or be covertly disguised without any overtly displayed company livery.

Not Consistent:

LINFOX ARMAGUARD:

32. Company livery must be overtly displayed on the armoured vehicles or be covertly disguised without any overtly displayed company livery. [This is in contravention of the NSW Security Industry Regulations 2007.]

TOLL SECURE:

32. Company livery must be overtly displayed on the armoured vehicles ~~or be covertly disguised~~ without any overtly displayed company livery.

[Toll Secure note: Armoured Vehicles must by legislation be branded.]

PROSEGUR:

33. Company livery must be overtly displayed on fully armoured vehicles

ASIAL:

4. Vehicles

Operators must ensure that:

- Vehicles are selected in accordance with the nature of the activity to be undertaken;
- The vehicle conforms to the Design Rules for motor vehicles;
- Vehicles are mechanically sound and serviced regularly by a competent person.

ARMOURED VEHICLES

Operators must ensure that armoured vehicles used for CIT activities carry the operator's signage and that the workers wear uniforms and carry firearms. Armoured vehicles must include the following safety workers wear uniforms and carry firearms. Armoured vehicles must include the following safety:

- Armouring of vehicle to a minimum G2 specification (AS/NZS2343:1997) or any other Australian standard which replaces this standard from time to time;
- A system of secure partitioning (mantrap) that allows the crew to enter and exit the vehicle without exposing the crew and which restricts access to the vehicle cargo area by persons other than the crew;
- A secure transfer safe, thereby only exposing valuable goods carried across the footpath;
- A drop safe to carry (and secure) any loose collected valuable goods within the vehicle;
- Alternate communication method effective in two-way radio reception 'black spots';
- Mobile telephone capable of being used hands-free;

- Portable monitored duress alarm or equivalent technology;
- Remotely activated central locking or other design method to prevent unauthorised access to the vehicle;
- Engine immobilizer designed to prevent unauthorized ignition of the vehicles;
- Global Positioning Satellite (GPS) or other tracking systems to locate the crew and the vehicle;
- A remote engine shut down capability;
- A CCTV system.

NON-ARMOURED VEHICLES

Operators must ensure that Non-armoured vehicles used for covert activities are unmarked and workers carrying out the covert activity are armed and not in uniform, wearing clothing applicable to the weather conditions and ensuring a covert type holster is worn in such a way that the holster and firearm cannot be seen by members of the public. Operators must ensure that all armed workers are compliant with all applicable regulatory requirements. Vehicles used for overt activities carry the operator's signage and the workers wear uniforms and carry firearms.

Non-armoured vehicles must include the following safety features:

- Drop safe and/or secure lockers to carry the valuable goods;
- Alternate communication method effective in two-way radio reception 'black spots';
- Mobile telephone capable of being used hands-free;
- Portable monitored duress alarm or equivalent technology;
- Remotely activated central locking;
- Engine immobilizer designed to prevent unauthorized ignition of the vehicles;
- GPS or other vehicle tracking systems to locate the crew and vehicle;
- A remote engine shutdown capability.

Non-armoured vehicles

33. Non-armoured vehicles used for CIT Work must include at least the following safety features:
- (a) A concealed drop safe, secure container or other like method of ensuring the cash is secure (the boot of a vehicle is not considered to be a safe method of securing the cash). The secure container must be made of steel, secured to the vehicle and fitted with a one way deposit chute leading to the secure container, the key to which must be retained at the CIT Operator's base.
 - (b) Individual lockers used for storing individual consignments must be fitted with time delayed access-controlled locks, thereby only exposing specific consignments to be carried across the footpath.
 - (c) Back-to-base radio with override button for use in an emergency, if applicable.
 - (d) Hands-free mobile telephone.
 - (e) Alternative communication method effective in radio reception 'black spots';
 - (f) Monitored duress alarm with back-to-base alert.

- (g) Remotely activated central locking.
- (h) Engine immobiliser designed to prevent unauthorised ignition of the vehicle.
- (i) Global Positioning System or other vehicle tracking system.
- (j) Remote engine shutdown capability.

Not Consistent

TOLL SECURE:

31. Armoured vehicles must be purpose designed for the transportation of cash and must include at least the following safety features:

- (a) Armouring to a minimum G2 specification (AS/NZS2343:1997) or any other Australian standard which replaces this standard from time to time on all sides of the vehicle.
- ~~(b) A system of secure partitioning (mantrap) that allows the crew to enter and exit the vehicle without exposing the crew and which restricts access to the vehicle cargo area by persons other than the crew.~~

[**Toll Secure note:** Toll Secure does not accept that mantraps should be mandatory.]

- ~~(b) A secure transfer safesystem, thereby only exposing consignments carried across the footpath. The secure transfer safe must be made of steel, secured to the vehicle and fitted with a one way deposit chute into the safe, the key to which must be retained at the CIT Operator's base.~~
- (c) A drop safe to carry (and secure) the loose collected cash consignments within the vehicle. The drop safe must be made of steel, secured to the vehicle and fitted with a one way deposit chute. The key to empty the drop safe must be retained at the CIT Operator's base.

PROSEGUR:

36. Non-armoured vehicles used for CIT Work must include at least the following safety features:

- (a) A concealed drop safe, secure container or other like method of ensuring the cash is secure (the boot of a vehicle is not considered to be a safe method of securing the cash).
- (b) Back-to-base radio with override button for use in an emergency, if applicable.
- (c) Hands-free mobile telephone.
- (d) Alternative communication method effective in radio reception 'black spots'.
- (e) Monitored duress alarm with back-to-base alert.
- (f) Remotely activated central locking.
- (g) Engine immobiliser designed to prevent unauthorised ignition of the vehicle.
- (h) Global Positioning System or other vehicle tracking system.
- (i) Remote engine shutdown capability.

ASIAL:

4. Vehicles

Operators must ensure that:

- Vehicles are selected in accordance with the nature of the activity to be undertaken;
- The vehicle conforms to the Design Rules for motor vehicles;
- Vehicles are mechanically sound and serviced regularly by a competent person.

ARMOURED VEHICLES

Operators must ensure that armoured vehicles used for CIT activities carry the operator's signage and that the workers wear uniforms and carry firearms. Armoured vehicles must include the following safety features:

- Armouring of vehicle to a minimum G2 specification (AS/NZS2343:1997) or any other Australian standard which replaces this standard from time to time;
- A system of secure partitioning (mantrap) that allows the crew to enter and exit the vehicle without exposing the crew and which restricts access to the vehicle cargo area by persons other than the crew;
- A secure transfer safe, thereby only exposing valuable goods carried across the footpath;
- A drop safe to carry (and secure) any loose collected valuable goods within the vehicle;
- Alternate communication method effective in two-way radio reception 'black spots';
- Mobile telephone capable of being used hands-free;
- Portable monitored duress alarm or equivalent technology;
- Remotely activated central locking or other design method to prevent unauthorised access to the vehicle;
- Engine immobilizer designed to prevent unauthorized ignition of the vehicles;
- Global Positioning Satellite (GPS) or other tracking systems to locate the crew and the vehicle;
- A remote engine shut down capability;
- A CCTV system.

NON-ARMOURED VEHICLES

Operators must ensure that Non-armoured vehicles used for covert activities are unmarked and workers carrying out the covert activity are armed and not in uniform, wearing clothing applicable to the weather conditions and ensuring a covert type holster is worn in such a way that the holster and firearm cannot be seen by members of the public. Operators must ensure that all armed workers are compliant with all applicable regulatory requirements. Vehicles used for overt activities carry the operator's signage and the workers wear uniforms and carry firearms.

Non-armoured vehicles must include the following safety features:

- Drop safe and/or secure lockers to carry the valuable goods;
- Alternate communication method effective in two-way radio reception 'black spots';
- Mobile telephone capable of being used hands-free;
- Portable monitored duress alarm or equivalent technology;
- Remotely activated central locking;
- Engine immobilizer designed to prevent unauthorized ignition of the vehicles;
- GPS or other vehicle tracking systems to locate the crew and vehicle;
- A remote engine shutdown capability.

34. Non-armoured vehicles used in covert work shall not bear any markings.

Not Consistent

LINFOX ARMAGUARD:

34. Non-armoured vehicles used in covert work shall not bear any markings. Non-Armoured vehicles may overtly display company livery where they are not used in covert work.

ASIAL:

4. Vehicles

Operators must ensure that:

- Vehicles are selected in accordance with the nature of the activity to be undertaken;
- The vehicle conforms to the Design Rules for motor vehicles;
- Vehicles are mechanically sound and serviced regularly by a competent person.

ARMOURED VEHICLES

Operators must ensure that armoured vehicles used for CIT activities carry the operator's signage and that the workers wear uniforms and carry firearms. Armoured vehicles must include the following safety features:

- Armouring of vehicle to a minimum G2 specification (AS/NZS2343:1997) or any other Australian standard which replaces this standard from time to time;
- A system of secure partitioning (mantrap) that allows the crew to enter and exit the vehicle without exposing the crew and which restricts access to the vehicle cargo area by persons other than the crew;
- A secure transfer safe, thereby only exposing valuable goods carried across the footpath;
- A drop safe to carry (and secure) any loose collected valuable goods within the vehicle;
- Alternate communication method effective in two-way radio reception 'black spots';
- Mobile telephone capable of being used hands-free;
- Portable monitored duress alarm or equivalent technology;
- Remotely activated central locking or other design method to prevent unauthorised access to the vehicle;
- Engine immobilizer designed to prevent unauthorized ignition of the vehicles;
- Global Positioning Satellite (GPS) or other tracking systems to locate the crew and the vehicle;
- A remote engine shut down capability;
- A CCTV system.

NON-ARMOURED VEHICLES

Operators must ensure that Non-armoured vehicles used for covert activities are unmarked and workers carrying out the covert activity are armed and not in uniform, wearing clothing applicable to the weather conditions and ensuring a covert type holster is worn in such a way that the holster and firearm cannot be seen by members of the public. Operators must ensure that all armed workers are compliant with all applicable regulatory requirements. Vehicles

used for overt activities carry the operator's signage and the workers wear uniforms and carry firearms.

Non-armoured vehicles must include the following safety features:

- Drop safe and/or secure lockers to carry the valuable goods;
- Alternate communication method effective in two-way radio reception 'black spots';
- Mobile telephone capable of being used hands-free;
- Portable monitored duress alarm or equivalent technology;
- Remotely activated central locking;
- Engine immobilizer designed to prevent unauthorized ignition of the vehicles;
- GPS or other vehicle tracking systems to locate the crew and vehicle;
- A remote engine shutdown capability.

Not Included

PROSEGUR:

Clause 34

G. Cash limits

CIT Workers shall not carry cash in excess of, or with a value in excess of, the amounts specified in Schedule A.- Cash Limits of this Order.

35. The contents of Schedule A shall be kept confidential and must not be published or disseminated by any person for any reason or purpose other than in connection with the operation of business activities covered by this Order.

Not Consistent

ASIAL:

2.3 Value

The Risk Assessments will determine the value of cash to be transported both over the pavement and within the vehicle. The appropriate mode of transportation (armoured/non-armoured) will then be evident.

- Valuable goods to be collected and transported across-the-pavement during non-armoured operations must not exceed \$XX,000;
- Valuable goods to be collected utilising a nonarmoured vehicle must not exceed \$XX,000 in total vehicle limits;
- If limits described in points 2.3(i) or 2.3(ii) are exceeded, armoured vehicles must be used.

Limits

Limits should always be determined in accordance with:

- A risk assessment;
- Industry operational needs;

- This code and;
- Insurance provider requirements.

Position Reserved

TOLL SECURE:

Clause 35

36. The provisions of this clause are intended to apply to all persons and entities whether or not bound by this Order, to the extent possible at law.

Position Reserved

TOLL SECURE:

Clause 36

Not Applicable

ASIAL

37. On application to the Tribunal, the contents of Schedule A – Cash Limits if this Order may be disclosed to an authorised representative of the Transport Workers’ Union of Australia, or any person or entity who satisfies the Tribunal that he, she or it has established or is genuinely trying to establish a business the activities of which will be regulated wholly or in part by this Order. Disclosure may also be made to a duly authorised representative of the Fair Work Ombudsman or a relevant work health and safety agency.

Not Consistent

PROSEGUR:

40. On application to the Tribunal, the contents of Schedule A – Cash Limits if this Order may be disclosed to any person or entity who satisfies the Tribunal that he, she or it has established or is genuinely trying to establish a business the activities of which will be regulated wholly or in part by this Order. Disclosure may also be made to a duly authorised representative of the Fair Work Ombudsman or a relevant work health and safety agency.

Position Reserved

TOLL SECURE:

Clause 37

Not Applicable

ASIAL

H. Personal Protective Equipment

38. All CIT Workers must be armed with firearms whilst performing CIT Work.

Not Consistent

TOLL SECURE:

38. All CIT Workers must be armed with firearms whilst performing Armoured Work.

Not Applicable

ASIAL

39. CIT Workers conducting Armoured Work must be uniformed.

40. The personal protective equipment provided to CIT Workers must include:

- (a) back to base radio or equivalent technology; and
- (b) personal duress alarms; and
- (c) non-slip footwear (either provide or reimburse costs for non-slip footwear).

Not Consistent

LINFOX ARMAGUARD:

40. The personal protective equipment provided to CIT Workers must include:

- (a) back to base radio or equivalent technology; and
- (b) personal duress alarms.

PROSEGUR:

44. The personal protective equipment provided to CIT Workers must include:

- (a) back to base radio or equivalent technology; and
- (b) personal duress alarms; and
- (c) non-slip footwear.

ASIAL:

8. Personal Protective Equipment (PPE)

PPE should include:

- Back to base radio or equivalent technology;
- Personal duress alarms;
- Non-slip footwear;
- Personal bodyarmour, where authorised by the relevant regulatory body.

Vehicles may carry PPE such as, but not limited to:

- First Aid Kits equipped with medical PPE including facemasks and disposable gloves for CPR.

41. Armoured and non-armoured vehicles must carry appropriate PPE and safety equipment, including (without limitation) first aid kits equipped with medical PPE including facemasks and disposable gloves for CPR.

Not Applicable

ASIAL

42. Where any other personal protective equipment needs or requirements are identified, that matter will be dealt with in accordance with Part E of this Order.

Not Included

PROSEGUR:

Clause 42

TOLL SECURE:

Clause 42

ASIAL

I. Communications systems

43. Where a CIT Worker is isolated from the assistance of other persons because of the work site location or the nature of the CIT Work, an effective communication system must be provided. This must include back-to-base communication equipment, personal duress alarms or equivalent technology and arrangements for emergency communication.
44. The assistance referred to in clause 44 may include; rescue, medical assistance and the attendance of emergency service workers.
45. Communication ‘black spots’ identified in risk assessments must be controlled with the appropriate equipment and procedures.

J. Escort Systems

46. Each CIT Operator must have a random escort system that is not readily predictable in place for every Client site.

Not Consistent

LINFOX ARMAGUARD:

46. Each CIT Operator must have a random escort system that is not readily predictable in

place for every Client site where it is identified as part of the risk assessment on that site that a random escort should be allocated.

TOLL SECURE:

45. Each CIT Operator must ~~have~~ be able to provide a random escort system that is not readily predictable ~~in place~~ for every each Client site where the site risk assessment demonstrates the need for a random escort system.

Not Included

PROSEGUR

Clause 46

Not Applicable

ASIAL

47. Further to subclause 16(k), whenever a risk assessment determines that an escort is necessary for that CIT Work, the CIT Operator must ensure that an escort is assigned to all such CIT Work.

Not Consistent

LINFOX ARMAGUARD:

47. Further to subclause 16(k), whenever a risk assessment identifies the requirement for random escorts to be made available, the CIT Operator must ensure that an escort is assigned to randomly attend CIT Work conducted from time to time at that site.

Not Included

PROSEGUR:

Clause 47

Not Applicable

ASIAL

K. Crewing Levels

48. There must be a minimum of 2 CIT Workers in each armoured vehicle conducting armoured CIT Work.

Not Consistent

TOLL SECURE:

50. All Armoured Work must be overt.

[**Toll Secure note:** Not all non-armoured work is currently conducted on a covert basis. Some work is conducted overtly, subject to appropriate risk assessments, insurance requirements and the like.]

Not Included

PROSEGUR:

Clause 48

Not Applicable

ASIAL

49. Further to subclause 16(j), where a site risk assessment for any Client site stipulates the need for more than 2 CIT Workers, such CIT Work must be completed with the number of crew identified in that site risk assessment.

Not Applicable

ASIAL

50. Non-armoured CIT Work must be completed with the assessed number of CIT Workers in accordance with subclause 16(j) of this Order.

Not Applicable

ASIAL

L. Requirements for particular categories of CIT Work

51. All Non-Armoured Work shall be covert. All Armoured Work must be overt.

Not Consistent

TOLL SECURE:

51. ATM Work is to be carried out by no less than two CIT Workers.

[**Toll Secure note:** Toll Secure takes no exception to the requirements sought to be imposed by this clause.

However, ATM Maintenance Work, otherwise known as "first line maintenance", has not historically been regarded as CIT Work. It does not involve the movement of cash and may not even involve the exposure of cash canisters in the ATM. Toll does not consider it appropriate for the RSRO to extend to this work.]

ASIAL:

4. Vehicles

Operators must ensure that:

- Vehicles are selected in accordance with the nature of the activity to be undertaken;
- The vehicle conforms to the Design Rules for motor vehicles;

- Vehicles are mechanically sound and serviced regularly by a competent person.

ARMOURED VEHICLES

Operators must ensure that armoured vehicles used for CIT activities carry the operator's signage and that the workers wear uniforms and carry firearms. Armoured vehicles must include the following safety features:

- Armouring of vehicle to a minimum G2 specification (AS/NZS2343:1997) or any other Australian standard which replaces this standard from time to time;
- A system of secure partitioning (mantrap) that allows the crew to enter and exit the vehicle without exposing the crew and which restricts access to the vehicle cargo area by persons other than the crew;
- A secure transfer safe, thereby only exposing valuable goods carried across the footpath;
- A drop safe to carry (and secure) any loose collected valuable goods within the vehicle;
- Alternate communication method effective in two-way radio reception 'black spots';
- Mobile telephone capable of being used hands-free;
- Portable monitored duress alarm or equivalent technology;
- Remotely activated central locking or other design method to prevent unauthorised access to the vehicle;
- Engine immobilizer designed to prevent unauthorized ignition of the vehicles;
- Global Positioning Satellite (GPS) or other tracking systems to locate the crew and the vehicle;
- A remote engine shut down capability;
- A CCTV system.

NON-ARMOURED VEHICLES

Operators must ensure that Non-armoured vehicles used for covert activities are unmarked and workers carrying out the covert activity are armed and not in uniform, wearing clothing applicable to the weather conditions and ensuring a covert type holster is worn in such a way that the holster and firearm cannot be seen by members of the public. Operators must ensure that all armed workers are compliant with all applicable regulatory requirements. Vehicles used for overt activities carry the operator's signage and the workers wear uniforms and carry firearms.

Non-armoured vehicles must include the following safety features:

- Drop safe and/or secure lockers to carry the valuable goods;
- Alternate communication method effective in two-way radio reception 'black spots';
- Mobile telephone capable of being used hands-free;
- Portable monitored duress alarm or equivalent technology;
- Remotely activated central locking;
- Engine immobilizer designed to prevent unauthorized ignition of the vehicles;
- GPS or other vehicle tracking systems to locate the crew and vehicle;
- A remote engine shutdown capability.

Not Included

LINFOX ARMAGUARD/ PROSEGUR

52. Armoured Work is to be carried out by no less than two CIT Workers.

Not Included

TOLL SECURE:

Clause 52

Not Applicable

ASIAL

53. ATM Work is to be carried out by no less than two CIT Workers.

Not Applicable

ASIAL

54. ATM Maintenance Work is to be carried out by at least one CIT Worker supporting the ATM technician.

Not consistent

LINFOX ARMAGUARD:

Clause 53: ATM Maintenance Work is to be carried out by at least one CIT Worker or armed guard supporting the ATM technician.

Not included

TOLL SECURE

Clause 54

Not applicable

ASIAL

Clause 54

M. Safe Remuneration Systems

55. Piece Rate

(a) A CIT Worker may not be paid a Piece Rate for CIT Work.

Not consistent

PROSEGUR:

Clause 54(a): Piece Rate

(a) Piece Rate payments to CIT workers for CIT work cannot be more than 10% of the CIT Worker's total remuneration for CIT Work in a calendar year, and cannot be paid before obligations concerning minimum base rates under as prescribed within the *Transport (Cash in Transit) Award 2010* are met.

Not applicable

ASIAL

56. Remuneration and Systems of Remuneration for CIT Workers

- (a) All participants in the supply chain in relation to an employed CIT Worker must take all reasonable steps available to them to ensure that the employed worker is paid in a way that:
- i. ensures safety and fairness to the CIT Worker; and
 - ii. ensures that employed CIT Workers are paid for all time worked; and
 - iii. complies with this Order and all applicable industrial instruments; and
 - iv. ensures that the amount paid for CIT services is sufficient to enable the CIT Worker ultimately responsible for the transport of cash and other valuables is paid in accordance with this Order and any other relevant industrial instrument.
- (b) All CIT Workers otherwise engaged by CIT Operators as contractor drivers must be paid at a rate, and in accordance with a payment system which ensures that:
- i. the personal labour provided by the contractor driver is remunerated for in a way which complies with subclause (a); and
 - ii. The contractor driver receives a reasonable profit margin for the operation of the contractor's business.

Not consistent

TOLL SECURE:

Clause 53(b)(ii): All CIT Workers otherwise engaged by CIT Operators as contractor drivers must be paid at a rate, and in accordance with a payment system which ensures that: ...

ii. The contractor driver receives payment for their running and fixed costs on a cost-recovery basis.

PROSEGUR:

Clause 55(a): All CIT workers are to be remunerated in accordance with and at a rate no less

than that prescribed within the *Transport (Cash in Transit) Award 2010*.

Not applicable

ASIAL

N. Chain of Responsibility

57. For the purposes of this clause:

Client means the client on whose behalf the CIT Work is ultimately being performed.

Compliance Records means records necessary to demonstrate compliance with this Order, including but not limited to records demonstrating that:

- (a) the CIT Operator holds necessary and appropriate insurances, including:
 - i. Public liability insurance for a sum not less than \$10,000,000
 - ii. Cargo and risk insurance in relation to the transportation of cash and other valuables for a sum of not less than \$5,000,000 or the maximum value transported, whichever is the greater; and
 - iii. Workers compensation insurance as required by law;
- (b) the CIT Workers hold all necessary and relevant licenses and qualifications in relation to the provision of CIT Work in the state or territory in which they undertake CIT Work;
- (c) the CIT Operator complies with its industrial obligations including obligations under the *Fair Work Act 2009* (Cth) and the *Transport (Cash-in-Transit) Industry Award 2010*;
- (d) the CIT Operator is compliant with its obligations under relevant work, health and safety, security, and firearms legislation; and
- (e) the CIT Operator has in place measures to ensure compliance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

RFT means a request for tender, request for proposal or similar market request for the provision of road transport services covered by this Order.

Not applicable

ASIAL

Work site review prior to RFT

58. Prior to issuing a RFT covering CIT Work on any site, a Client must ascertain identify potential hazards and risks. The review must include (without limitation) the following:
- (a) whether the route to the site or the timing is predictable;
 - (b) traffic in the area including road works or obstacles;
 - (c) the location of parking, client entrances, vehicle entries and exits;
 - (d) whether there are any slips, trips or fall hazards which could make a CIT Worker vulnerable to robbery;
 - (e) the lighting at entrance points, service points and where the vehicle will be parked is adequate;
 - (f) areas where offenders could be concealed including inside the service point;
 - (g) high people density at the site with the potential for disguised offenders;
 - (h) whether the service point requires keys, codes or ID passes which could cause excessive entry delay;
 - (i) emergency exits that are clearly marked and accessible; and
 - (j) the CIT Operator or CIT worker, as applicable, holds the appropriate firearms and security licences in the state or territory in which the CIT Work is to be conducted and complies with this Order.

Not consistent

LINFOX ARMAGUARD:

Clause 58: Prior to issuing a RFT covering CIT Work on any site, a Client must ascertain should identify potential hazards and risks relevant to the site or sites to be serviced and provide that information to CIT Operators as part of the RFT. The review must should include (without limitation) the following:

- (a) traffic in the area including any known road works or obstacles;
- (b) the location of parking, client entrances, vehicle entries and exits;
- (c) whether there are any slips, trips or fall hazards which could impact on the provision of services by a CIT Worker;
- (d) the lighting at entrance points, service points and where the vehicle may be parked is adequate;

PROSEGUR:

Clause 57: Prior to engaging a CIT Operator as a result of a RFT covering CIT Work on any site, a Client must ensure that the CIT Operator or CIT worker, as applicable, holds the appropriate firearms and security licences in the state or territory in which the CIT Work is to

be conducted and complies with this Order.

Not included

LINFOX ARMAGUARD:

Clauses 58(e) - (h) and (j)

Not applicable

ASIAL

Supply Chain Obligations

59. All Clients who enter into a contract with a CIT Operator with respect to the conduct of CIT Work must ensure that it is a term of the contract that the CIT Operator comply with its legislative and regulatory obligations including its obligations under this Order.

Not consistent

LINFOX ARMAGUARD:

Clause 59(b): All Clients who enter into a contract with a CIT Operator with respect to the conduct of CIT Work must ensure that it is a term of the contract that the CIT Operator or CIT Worker, as applicable, holds the appropriate firearms and security licences in the state or territory in which the CIT Work is to be conducted and complies with this Order.

ASIAL:

Clause 5: CIT Road Crew, CIT Industry Participants, Road Transport Drivers and acquirers of CIT Services must not engage or procure others to engage in the provision of CIT Services unless:

- (a) They have adopted and comply with the Cash in Transit Mandatory Code of Practice for Safety Standards in the CIT Industry (Cth); and
- (b) They comply with, or procure that CIT Industry Participants comply with:
 - (i) all applicable laws, regulations and rules for the licensing of firearms in the relevant State or Territory, or States or Territories in which they provide CIT Services;
 - (ii) all applicable laws, regulations and rules to hold a valid security licence in the relevant State or Territory, or States or Territories, in which they provide CIT Services; and
 - (iii) the Code of Practice on managing cash-in-transit security risks made under section 274 of the Work Health and Safety Act 2011 (Cth) as replaced or amended from time to time.

60. A Client must not enter or maintain a contract with respect to the conduct of CIT Work unless it has ensured that any CIT Operator with whom it contracts complies with its legislative and regulatory obligations including its obligations under this Order.

Not included

PROSEGUR:

Clause 60

Not applicable

ASIAL

61. All contracts with CIT Operators must contain a clause providing a right for Clients to undertake audits to ensure compliance with this Order.

Not included

PROSEGUR:

Clause 60

Not applicable

ASIAL

62. Clients must undertake an audit of the operations of any CIT Operator with whom it contracts for the conduct of CIT Work, including review of Compliance Records of the CIT Operator, for the purpose of ensuring compliance by the CIT Operator in accordance with the requirements with of this Order.

Not included

PROSEGUR:

Clause 60

Not applicable

ASIAL

63. CIT Operators must put in place an annual internal audit program that verifies the CIT Operators compliance with this Order and provide Clients with annual certification of their compliance with this Order.

Not applicable

ASIAL

64. A CIT Operator must make its Compliance Records available for inspection and audit by any Client or Supply Chain Participant.

Position reserved

TOLL SECURE

Note to Clause 61: Toll Secure is considering the extent to which Compliance Records should be made available to supply chain participants. Toll Secure also suggests that obligations

should be imposed on Clients and supply chain participants (if the clause extends to them) to maintain the confidentiality of the Compliance Records.

Not applicable

ASIAL

65. Where a Supply Chain Participant becomes aware that a CIT Operator with whom it contracts for CIT Work is failing to comply with this Order or any other applicable industrial instrument or legislation, the Supply Chain Participant must take such action as is necessary to ensure that such a breach is rectified and is not repeated. Such action may include notification of relevant regulators, or the issue of breach notices under, or termination of, the contract.

Not applicable

ASIAL

66. A CIT Operator must ensure that where CIT Work is contracted out it is done so on the basis that further contracting out is not permitted, without the prior consent of the CIT Operator, and no Supply Chain Participant is to enter a contract with respect to CIT Work which involves further contracting out of the CIT Work, without the consent of the Client.

Not consistent

PROSEGUR:

Clause 64: A CIT Operator must ensure that where CIT Work is contracted out it is done so on the basis that further contracting out is not permitted and no Supply Chain Participant is to enter a contract with respect to CIT Work which involves further contracting out of the CIT Work.

Not applicable

ASIAL

67. A Supply Chain Participant which subcontracts CIT Work must record in writing:

- (a) the name, registered address and Australian Business Number of the entity to which it subcontracts the CIT Work;
- (b) the date the CIT Work is subcontracted;
- (c) the commencement and end dates of the subcontracted CIT Work;
- (d) a description of the CIT Work to be performed, including the source, destination and value of the cash and other valuables transported.

Not applicable

ASIAL

68. A copy of the record described in clause 68:

- (a) must be supplied to all other Supply Chain Participants in the relevant supply chain including the Client before the subcontracted CIT Work begins; and
- (b) must be retained by the Client.

Not applicable

ASIAL

O. Drug and Alcohol Policy

A. Drug & Alcohol Management

1. CIT Operators must prepare and implement a written drug and alcohol policy covering CIT Workers employed or engaged by them.

Not consistent

PROSEGUR:

Clause 67: CIT Operators must prepare and implement a written drug and alcohol policy covering CIT Workers.

Not applicable

ASIAL

2. The employer or hirer must, so far as reasonable practicable, consult with their CIT Workers in preparing a drug and alcohol policy.

Not included

TOLL SECURE:

Clause A.2

PROSEGUR:

Clause A.2

Not applicable

ASIAL

3. The drug and alcohol policy must:

- (a) prohibit the use, consumption, possession, manufacture, sale, purchase or transfer of illegal drugs;
- (b) prohibit the unauthorised use, consumption, possession, manufacture, sale, purchase or transfer of prescription and pharmacy drugs or alcohol while on the CIT Operator's sites or performing CIT Work;
- (c) include a fair and reasonable process for the CIT Worker to notify the CIT Operator of drug and alcohol dependency or work related situations conducive to or involving drug or alcohol abuse and require the CIT Operator to investigate and respond to any such notification made to them; and
- (d) specify the drug and blood alcohol content levels that will constitute a breach of the policy by the CIT Worker; and
- (e) provide for the implementation of a fair and transparent system of mandatory random drug and blood alcohol content testing of the CIT Worker in accordance with the relevant Australian standards; and
- (f) specify the procedure for the mandatory random drug and blood alcohol content testing of the CIT Worker; and
- (g) specify the procedure that will apply if a result in breach of the policy from the CIT Worker is recorded and verified from a mandatory drug and blood alcohol content test; and
- (h) set out the repercussions for the CIT Worker's breach of the policy, which may include:
 - i. education and/or rehabilitation; and
 - ii. disciplinary action up to and including termination of employment or termination of the engagement without notice.

Not applicable

ASIAL

4. The CIT Operator must take all reasonable measures to ensure that CIT Workers are trained in the drug and alcohol policy.

Not applicable

ASIAL

5. The CIT Operator must reimburse the CIT Worker for any expenses reasonably incurred by the CIT Worker in undertaking the training specified in subclause 4 whilst employed or engaged by the CIT Operator on the CIT Worker providing to the CIT Operator evidence of such expenditure, subject to the CIT Worker having obtained the prior consent of the CIT Operator to incurring the expenses and the CIT Operator not unreasonably withholding such consent.

Not included

TOLL SECURE:

Clause A.5

PROSEGUR:

Clause A.5

Not applicable

ASIAL

6. The CIT Operator must implement a mandatory random drug and alcohol testing program that will include:
- (a) Testing prior to, or as soon as reasonably practicable after the commencement of employment of an employee who will or may be engaged in Services;
 - (b) Random testing of selected CIT Workers at least once in each calendar year, such limitation) the following:testing to be conducted without prior warning to employees;
 - (c) Testing whenever there is reasonable observation that a CIT Worker may display personal behavioural characteristics that they may be unfit for work due to the impact of being been under the influence of drugs or alcohol in the course of his or her employment; and
 - (d) Testing immediately following any notifiable incident resulting in, or with the potential to result in, an injury to a person or damage to property.

Not consistent

TOLL SECURE:

Clause 69: The CIT Operator must implement a mandatory random drug and alcohol testing program that will include:

- (a) Testing prior to, or as soon as reasonably practicable after the commencement of employment engagement of a CIT Worker;
- (c) Testing whenever there is reasonable basis to suspect that a CIT Worker may be unfit for work due to being under the influence of drugs or alcohol in the course of his or her employment or engagement;

PROSEGUR:

Clause 70(c): The CIT Operator must implement a mandatory drug and alcohol testing program that will include testing whenever there is reasonable suspicion that a CIT Worker is or has been under the influence of drugs or alcohol in the course of his or her employment.

Not applicable

ASIAL

Schedule A—Cash Limits

Non-armoured work

- A.1 The value of cash to be moved over the pavement during non-armoured work must not exceed \$XX,000.

Not consistent

LINFOX ARMAGUARD:

A.1: The value of cash and other valuables to be moved over the pavement during non-armoured work must not exceed \$XX,000.

PROSEGUR:

A.1: The value of cash and other valuables to be moved over the pavement during non-armoured work must not exceed \$XX,000.

ASIAL

Code of Practice, clause 2.3:

The Risk Assessments will determine the value of cash to be transported both over the pavement and within the vehicle. The appropriate mode of transportation (armoured/non-armoured) will then be evident.

- i. Valuable goods to be collected and transported across-the-pavement during non-armoured operations must not exceed \$XX,000;
- ii. Valuable goods to be collected utilising a non-armoured vehicle must not exceed \$XX,000 in total vehicle limits;
- iii. If limits described in points 2.3(i) or 2.3(ii) are exceeded, armoured vehicles must be used.

Limits

Limits should always be determined in accordance with:

- A risk assessment;
- Industry operational needs;
- This code and;
- Insurance provider requirements.

Position reserved

TOLL SECURE:

Note to Schedule A: Toll Secure reserves its position on Part G and, by extension, Schedule A. The amount of cash that can or should be carried at any given time will depend on a range of factors such as the site risk assessment, cash minimisation controls, PPE and other specialised equipment used to complete the transfer and the CIT Operator's insurance arrangements. Any maximum cash limits established by a RSRO would need to be at a level to permit such variations.

A.2 The total value of cash to be carried in a non-armoured vehicle is \$XX,000.

Not consistent

LINFOX ARMAGUARD:

A.2: The total value of cash and other valuables to be carried in a non-armoured vehicle is \$XX,000.

PROSEGUR:

A.2: The total value of cash and other valuables to be carried in a non-armoured vehicle is \$XX,000.

ASIAL

Code of Practice, clause 2.3:

The Risk Assessments will determine the value of cash to be transported both over the pavement and within the vehicle. The appropriate mode of transportation (armoured/non-armoured) will then be evident.

- i. Valuable goods to be collected and transported across-the-pavement during non-armoured operations must not exceed \$XX,000;
- ii. Valuable goods to be collected utilising a non-armoured vehicle must not exceed \$XX,000 in total vehicle limits;
- iii. If limits described in points 2.3(i) or 2.3(ii) are exceeded, armoured vehicles must be used.

Limits

Limits should always be determined in accordance with:

- A risk assessment;
- Industry operational needs;
- This code and;
- Insurance provider requirements.

Position reserved

TOLL SECURE:

Note to Schedule A: Toll Secure reserves its position on Part G and, by extension, Schedule A. The amount of cash that can or should be carried at any given time will depend on a range of factors such as the site risk assessment, cash minimisation controls, PPE and other specialised equipment used to complete the transfer and the CIT Operator's insurance arrangements. Any maximum cash limits established by a RSRO would need to be at a level to permit such variations.

Armoured work

A.3 The value of cash to be collected and transported over the pavement during armoured work must not exceed \$XX,000.

Not consistent

ASIAL

Code of Practice, clause 2.3:

The Risk Assessments will determine the value of cash to be transported both over the pavement and within the vehicle. The appropriate mode of transportation (armoured/non-armoured) will then be evident.

- i. Valuable goods to be collected and transported across-the-pavement during non-armoured operations must not exceed \$XX,000;
- ii. Valuable goods to be collected utilising a non-armoured vehicle must not exceed \$XX,000 in total vehicle limits;
- iii. If limits described in points 2.3(i) or 2.3(ii) are exceeded, armoured vehicles must be used.

Limits

Limits should always be determined in accordance with:

- A risk assessment;
- Industry operational needs;
- This code and;
- Insurance provider requirements.

Not included

PROSEGUR:

Clause A.3

Position reserved

TOLL SECURE:

Note to Schedule A: Toll Secure reserves its position on Part G and, by extension, Schedule A. The amount of cash that can or should be carried at any given time will depend on a range of factors such as the site risk assessment, cash minimisation controls, PPE and other specialised equipment used to complete the transfer and the CIT Operator's insurance arrangements. Any maximum cash limits established by a RSRO would need to be at a level to permit such variations.

A.4 The total value of cash to be collected in a armoured vehicle must be determined having regard to the risk assessment relating to the site to be serviced, the number of CIT Workers crewing the vehicle and presence of an escort, if any, as well as the relevant CIT Operator's insurance limits.

Not consistent

LINFOX ARMAGUARD:

A.4: The total value of cash and other valuables to be collected in a armoured vehicle is \$XX,000.

ASIAL

Code of Practice, clause 2.3:

The Risk Assessments will determine the value of cash to be transported both over the pavement and within the vehicle. The appropriate mode of transportation (armoured/non-armoured) will then be evident.

- i. Valuable goods to be collected and transported across-the-pavement during non-armoured operations must not exceed \$XX,000;
- ii. Valuable goods to be collected utilising a non-armoured vehicle must not exceed \$XX,000 in total vehicle limits;
- iii. If limits described in points 2.3(i) or 2.3(ii) are exceeded, armoured vehicles must be used.

Limits

Limits should always be determined in accordance with:

- A risk assessment;
- Industry operational needs;
- This code and;
- Insurance provider requirements.

Not included

PROSEGUR:

Clause A.4

Position reserved

TOLL SECURE:

Note to Schedule A: Toll Secure reserves its position on Part G and, by extension, Schedule A. The amount of cash that can or should be carried at any given time will depend on a range of factors such as the site risk assessment, cash minimisation controls, PPE and other specialised equipment used to complete the transfer and the CIT Operator's insurance arrangements. Any maximum cash limits established by a RSRO would need to be at a level to permit such variations.

Schedule B— Prescribed Training

Security Training:

Minimum requirement of a Certificate III in Security Operations from a Registered Training Organisation, which must include the successful completion of the following components:

- (a) the cash in transit units of competency; and
- (b) as well as first aid training.

Not consistent

TOLL SECURE:

Item (b): first aid training

Not applicable

ASIAL

Firearms Training

Successful completion of the following modules pertaining to firearms training courses:

- (a) CPPSEC3008A – Control Security Risk using Firearms; and
- (b) HLTF311A – Apply First Aid.

Annual firearms safety training must be undertaken. Such training must be approved by the relevant licensing authority for the relevant State or Territory.

Not included

TOLL SECURE:

Item (b): deleted, Toll Secure note added:

A CIT Worker must have obtained first aid certification prior to applying for firearms training or licensing. Toll Secure is also keen to avoid any suggestion in the Order that multiple levels of first aid training must be completed, noting that first aid training is a mandatory component of security licensing.

Not consistent

PROSEGUR:

Successful completion of firearms training as required by the respective licencing authority in the state or territory in which the CIT Worker is licenced.

Annual firearms safety training must be undertaken. Such training must be approved by the relevant licensing authority in each relevant State or Territory.

Not applicable

ASIAL

Endnotes:

¹ Document dated 11 November 2014.

² Document dated 31 October 2014.

³ Document dated 6 November 2014.

⁴ Document dated 26 September 2014.

⁵ Document dated 12 November 2014.

⁶ Linfox Armaguard final submission at p.2; Prosegur submission in reply at p.1 and Toll Secure submission in reply at p. 1.

⁷ Toll Secure submitted that “Clause 19 is arguably unnecessary. The obligation to conduct the risk assessment before performing CIT Work, whether armoured or non-armoured, is contained already in clause 14. Clause 18 simply specifies additional elements that the risk assessment must address in the context of non-armoured work.” (Toll Secure proposed RSRO at cl. 19).