

AGREEMENT NO. 2270 OF 1980

P.S.B. 79/4686

AGREEMENT made the 23<sup>rd</sup> day of June,  
in the year 1980 BETWEEN DAVID CHARLES MOORE  
ERIC GEORGE WARRELL JOHN PATRICK DUCKER Members of the  
Public Service Board for the State of New South Wales all  
of Sydney in the said State (hereinafter called the Board)  
on behalf of Her Majesty the Queen in the said State of  
New South Wales and THE HEALTH AND RESEARCH EMPLOYEES  
ASSOCIATION OF AUSTRALIA (NEW BRANCH) being an Association  
or Organisation representing a certain class of Employee  
(hereinafter called the Association) of the other part.

(1) INTRODUCTORY

This Agreement is made between the Board and the Association and shall be binding upon the Board and all employees as defined herein.

(2) DEFINITIONS

"Employee" means and includes all persons engaged in the capacity of Escort under the direction of the Minister for Youth and Community Services.

"Escort" means an employee who is engaged by the Director, Department of Youth and Community Services to accompany children in care to and from the Courts, Foster Homes, Institutions and Establishments or Private Homes on an "as required" basis.

(3) RATES OF PAY

- (i) The following shall be the rates of pay for an employee engaged for escort duty:-

RATE A

For work performed on a Monday to Friday basis

Hourly equivalent of 1st year rate for  
Travelling Attendant

- + 10% Casual Loading
- + 4/48ths Annual Holiday Loading

RATE BFor Work Performed on Saturday

Hourly equivalent of 1st year rate for  
Travelling Attendant

- + 50% Loading
- + 4/48ths Annual Holiday Loading

RATE CFor Work Performed on Sunday

Hourly equivalent of 1st year rate for  
Travelling Attendant

- + 75% Loading
- + 4/48ths Annual Holiday Loading

RATE DFor Work Performed on Public Holidays

Hourly equivalent of 1st year rate for  
Travelling Attendant

- + 150% Loading
- + 4/48ths Annual Holiday Loading

RATE EFor Work Performed in Excess of Eight Hours with  
No Child in Care

1/40th of Prevailing Weekly Basic Wage  
plus 4/48ths Annual Holiday Loading Plus

- 50% Loading for Saturday
- 75% Loading for Sunday
- 150% Loading for Public Holidays

- (ii) Where an engagement is four hours or less away from home and attracts payment of Rates A, B, C or D above, a minimum payment of four hours shall be made;
- (iii) Where an engagement is in excess of four hours and up to eight hours, all such time shall be paid for at Rates A, B, C or D where appropriate;
- (iv) Rates A, B, C or D shall be paid for all time in excess of 8 hours with a child in care.
- (v) All time in excess of eight hours spent away from home where the escort has no child in care shall be paid for at Rate E.

(4) PREFERENCE OF EMPLOYMENT

- (a) (i) Subject to the provisions of the Public Service Act and the regulations thereunder and subject also to the provisions of this clause, absolute preference of employment in respect of the positions covered by this Agreement shall be given to the members of the following industrial union - The Health and Research Employees' Association of Australia - NSW Branch, who are qualified and competent, for the work required.

(ii) Such preference shall be limited to the point where a member of such union and a person who is not such a member are offering for service or employment at the same time and, in the case of retrenchment, to the point where either such a member or such a person is to be dismissed from service or employment.

(iii) The employment to which this subclause applies is employment in an industry or calling in respect of which the said union is entitled to enrol members pursuant to their rules.

(iv) The provisions for preference made by this clause shall not apply to or in respect of employment in any industry or calling of a person who has been issued by the Industrial Registrar with a certificate of exemption pursuant to sub-section (2) of Section 129B of the Industrial Arbitration Act, 1940, as amended, covering that industry or calling if the period specified in such certificate or any renewal thereof has not expired.

(b) (i) A like absolute preference of employment shall be given to persons who are qualified and competent for the work required and who have been members of the Forces during the war.

(ii) In this subclause:

"Auxiliary Service" means Army Medical Corps, Nursing Service of the Crown, Australian Army Medical Nursing Service, Australian Women's Army Service, Women's Royal Australian Naval Service, Women's Australian Auxiliary Air Force, or such other organisation as the Governor may, by proclamation from time to time, declare to be an auxiliary service for the purpose of subsection (4) of Section 20 of the Industrial Arbitration Act, 1940, as amended.

"Combat Area" means an area prescribed as such for the purposes of the Australian Repatriation Act, 1920-1943, of the Commonwealth of Australia.

"Enlistment" means an engagement whether by appointment, enlistment or otherwise, rendering a person liable to be employed on active service abroad or in a combat area as a member of the Forces or of an auxiliary service.

"Member of the Forces" means any person who was at the time of his enlistment a resident in the Commonwealth of Australia or in a mandated territory of the Commonwealth or in any territory under the jurisdiction of the Commonwealth or who was domiciled in any State of the Commonwealth or in any such territory and who, during the war, served abroad or within a combat area as a member of any Australian Military Force or of the Royal Australian Naval Forces or as a member of the Royal Australian Air Force or as a member of an auxiliary service and who has been duly discharged from such service.

"War" means the war against Germany which commenced on the third day of September, one thousand nine hundred and thirty-nine, and the subsequent war against Italy and other allies of Germany and the war against Japan.

(c) This clause is subject to -

(i) the Returned Soldiers and Sailors Employment Act, 1919, as amended; and

ESCORTS, DEPARTMENT OF YOUTH  
AND COMMUNITY SERVICES

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(5) AREA, INCIDENCE AND DURATION

This Agreement shall apply to all employees as defined herein. It shall have effect for a period of one year on and from the date of signing of the Agreement and shall continue in force thereafter until one month notice of the termination is given by either party.

SIGNED BY:

duly authorised by the HEALTH AND )  
RESEARCH EMPLOYEES' ASSOCIATION OF )  
AUSTRALIA (NSW BRANCH) to sign )  
this Agreement on its behalf in )  
the presence of: )

*R. Book*

*B. Meyer*