

## Without Prejudice

Graydon

Thank you for your positive participation in the conciliation discussions in relation to Matter C2019/6350 yesterday. Further to the discussions yesterday between the CPSU Officials and Delegates and Northcott representatives Northcott would like to put forward 'without prejudice' the terms raised for the CPSU and its members to consider.

1. Northcott will proceed with the restructure as proposed with the revised approach to the Disability Support Worker as outlined below
  - a) Northcott will not seek to change the title of Disability Support Worker during this process however position descriptions will be issued that are consistent with the duties Northcott require of Support Workers.
2. Northcott will proceed with the restructure as proposed with the revised approach to the Team Leader cohort as outlined below.
  - b) As a result of the restructure Team Leaders will become redundant and will be offered redundancies on the terms discussed to date in communications between Northcott and the affected staff. (unchanged, with timeframes adjusted accordingly)
  - c) Northcott would offer alternative employment to the Team Leader cohort on the following basis;
    - i. Service Coordinator roles (COR3) as per the Northcott Enterprise Agreement 2016 – 2018 (NEA) would be offered to the Team Leader cohort.
    - ii. Salary packaging would become available to the Team Leader cohort on accepting the offer.
    - iii. Experience with FACs would be considered as experience for the purposes of Undertaking 18 (b) provided in the NEA which states;  
  
*"Employees who have at least two years' experience in the industry performing duties equivalent to Level 6 in Groups 1, 2 and 3 will be paid at least a rate of pay equivalent to the midpoint of the band for their classification (as varied during the life of the Agreement)".*  
  
As such the appropriate and relevant datum point for future discussions in relation to the position on the band for the Team Leader cohort would be the midpoint of the COR 3 band.
    - iv. Team Leaders would be offered an above agreement rate of \$80,000 per annum (the agreed rate) for the COR3 role (grand-parented for the life of the current Northcott Enterprise Agreement 2016 – 2018) .
    - v. The agreed rate would absorb the Equal Remuneration Order due in December 2019 and the National Minimum Wage Orders due during 2020 to the extent

that the outcome of those increases does not exceed the rate equivalent to the COR3 midpoint rate as per the Northcott Enterprise Agreement 2016 – 2018.

- vi. If and when the NMWO increase or ERO increases created a situation where the COR3 midpoint rate as per the Northcott Enterprise Agreement 2016 – 2018 did become in excess of \$80,000 per annum Northcott would adjust the rates of the Team Leader cohort to be equivalent to that rate.
  - vii. Team Leaders accepting the offer of employment as a Service Coordinator will be expected to participate in an on-call roster. Northcott will provide greater clarity of the on-call roster before implementation and genuine consultation with all effected staff in relation to the revision or implementation of an on-call roster.
- d) Annual leave balance will be transferred to the Service Coordinator role with the difference in value of that leave from Team Leader to Service Coordinator role compensated and paid as a lump sum. All leave balances for leave types not provided for in the Northcott Enterprise Agreement 2016-2018 will be paid out to the individuals at the conclusion of the Team Leader position.
  - e) Northcott will provide a lump sum payment equivalent to the difference of Team leader rate to the 'agreed rate' for a number of weeks equivalent to NES severance weeks applicable had that individual taken the option to receive a redundancy package. This amount will be paid as a lump sum.
  - f) New Service Coordinators are expected to work towards completing relevant Northcott training relating to the Service Coordinator position including training relating to management competencies.
  - g) Parties agree that consideration of any further movement in the COR3 band is an issue to be discussed in Enterprise Agreement making process.
- 3. CPSU has undertaken to put this offer to the relevant membership for consideration to determine if on the basis of the offer the matter C2019/6350 could be discontinued on their behalf.
  - 4. CPSU has undertaken to advise Northcott what the outcome of that consultation with members has determined as soon as possible
  - 5. Northcott confirms his offer is only valid until close of business 11 November 2019.

Please do not hesitate to call to discuss any issues that are unclear or of concern.

Regards

Glenn



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*I acknowledge and respect the traditional owners of the land that I work on*

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