



COMMUNITY AND PUBLIC
SECTOR UNION

SPSF GROUP NSW BRANCH
ABN 11 681 811 732

The CPSU NSW serves the **following claims** on Northcott for an Enterprise Agreement for CPSU NSW members and eligible members.

CPSU NSW Log of Claims – *Northcott Society Enterprise Agreement 2020 - 2022*

That the *Northcott Society Enterprise Agreement 2020 – 2022* ('**Agreement**') shall provide:

1. The maintenance of all existing conditions of employment within the copied State awards, unless otherwise improved or amended to comply with the Fair Work Act as a result of negotiations with the CPSU NSW.
2. Establishment of consistent conditions of employment for employees undertaking the same role.
3. The proposed scope of the Agreement be narrowed to include only employees within the Frontline disability workers and direct supervisors category.
4. To help minimise disputation and disagreement, the Agreement should be written in plain English to ensure that it is understood by both employees and management.

Consultation

5. Northcott will maintain a Joint Consultative Committee (JCC) for consultation on matters affecting employees covered by the Agreement, with an understanding what matters are to be brought before the JCC. This is to be in accordance with the meaning of the current provisions within the copied State awards.
6. Where policies and guidelines affect employees they are only to be made or varied after negotiation with the Union.
7. A stronger union role during consultation in the change management process. The Agreement will provide enhanced measures to ensure increased accountability and transparency.

Salary and Related Matters

8. The salary's hourly rate from the copied State award is to be transferred to this new Agreement.
9. Negotiated and fully funded Salary (and allowance) increases guaranteed over the life of the Agreement. Employees are to be reimbursed for any delays and each pay increase will compound onto the previous salary.
10. Redundancy payment is to be increased closer to the payments within the Managing Excess Employees Policy.

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11. Specific provision for the protection of injured employees' entitlements through make-up pay, or other appropriate measures.

Training:

12. Disability Support Workers are to have at minimum a certificate III in Disability, or equivalent experience.
13. Service Coordinators are to at minimum have:
 - a) certificate IV in Disability; and
 - b) certificate in frontline management.Or equivalent experience.
14. Northcott will pay for clearance checks required for employment, includes but is not limited to Police checks.
15. Training which is essential for employees to continue working will be paid for, or provide at no cost to employees. The training will be able to be undertaken on work time.
16. No employee working in Supported Independent Living will commence employment at a site until they have undertaken the induction for the site.

Hours of Work:

17. Provisions are to be implemented for flexible working arrangements in accordance with the Fair Work Regulations and are expressed a strong and non-ambiguous way.
18. There will be no unpaid meal breaks.
19. Increase to the minimum shift length.
20. No provision for sleepover shifts, or ensure there are very strict provisions/criteria for sleepover shifts.

Leave:

21. That delegates will be released from duty and be regarded as on duty, therefore not have to apply for leave to attend meetings in their capacity as a delegate, including attendance at delegates councils.
22. Improvements to the paid Domestic Violence Leave that currently exists within the copied State awards. Including access to additional leave specifically for the purpose of attending medical appointments, legal proceedings, re-housing and other activities related to escaping a domestic violence situation
23. Improvements to paid parental leave with the introduction of payment for surrogacy.
24. Leave entitlements will be adjusted to ensure there is no loss of leave if there are any adjustments to the hours of work.

General Conditions:

25. Improvements to secure employment through the addition of the conversion of term employees to ongoing employment, with the employee's agreement, as well as conversion for employees working long term with higher duties.

26. Inclusion of a process for the management of conduct and performance, including the prohibition on suspension without pay. These processes are to be in accordance with the principles of natural justice.
27. Dispute resolution clause in accordance with the *Fair Work Regulations* is to include compulsory arbitration.
28. That the Agreement will explicitly provide a zero tolerance of all forms of discrimination, bullying and harassment; will provide a specific framework for dealing with allegations of discrimination, bullying and harassment, and will contain specific measures to prevent repetition of such behaviour in individuals, and within work units.
29. Monthly team meeting will occur for Supported Independent Living employees. These team meetings are to be four hours in length and regular casuals working at the site are to attend in paid time.
30. Employees cannot be adversely affected at work because they are experiencing domestic violence - for example not being disciplined for job performance problems or denied opportunities for promotion
31. The agreement requires parties to commence bargaining at least four months prior to the nominal expiry date.
32. All employees shall be provided with supervision and training.
33. The CPSU NSW seeks a 3-year agreement subject to the outcome of negotiations.
34. The CPSU NSW reserves the right to raise additional bargaining issues as they arise during the course of bargaining negotiations