



COMMUNITY AND PUBLIC
SECTOR UNION

SPSF GROUP NSW BRANCH
ABN 11 681 811 732

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

CPSU NSW Log of Claims – Northcott
Enterprise Agreement 2025

That the *Northcott Enterprise Agreement 2025* shall provide for:

1. The maintenance or improvement in all existing conditions of employment, unless otherwise improved or amended to comply with the Fair Work Act or resulting from negotiations with the CPSU NSW.
2. Establishment of consistent conditions of employment for employees undertaking the same role.
3. 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. Ambiguity of any entitlement and the application of provisions under the Northcott Enterprise Agreement 2025 will be minimized where possible.

Consultation

4. 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.
5. Where policies, procedures, guidelines, and other employment instruments affect CPSU NSW members, these instruments are only to be made or varied after negotiation with the Union.
6. 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

7. 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.
8. Redundancy payments are to be enhanced to reflect the procedures, entitlements and payments within the NSW Government's - Managing Excess Employees Policy.
9. Specific provision for the protection of injured employees' entitlements through make-up pay, or other appropriate measures.

Training:

10. Disability Support Workers are to have at a minimum:

a. Certificate III in Disability (or equivalent); or

b. equivalent experience.

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The CPSU NSW is the Federal Counterpart of the Public Service Association of NSW. CPSU NSW members are also members of the PSA.

11. Manager Shared Living are to at minimum have:
 - c. certificate IV in Disability (or equivalent);
 - d. certificate in frontline management; or
 - e. equivalent experience.
12. Northcott will pay for clearance checks required for employment, included but not limited to Police checks, Working With Children's Checks, NDIS Worker Screening Checks and all other government (Federal or State) compliance accreditation requirements for CPSU NSW members.
13. Training which is essential for employees to continue working will be paid for, or provided at no cost to employees. The training will be able to be undertaken on work time. Professional and clinical training to be developed, implemented and provided at no cost to employees. Such training will be in consultation with the CPSU NSW member to reflect the changing profile of current and future residents needs.
14. 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:

15. Provisions are to be implemented for flexible working arrangements in accordance with the Fair Work Regulations and are expressed in clear and non-ambiguous language.
16. There will be no unpaid meal breaks.
17. Increase of minimum shift length to four hours per rostered start.

Leave:

18. That delegates will be released from duty and be regarded as on duty, therefore will not have to apply for leave to attend meetings in their capacity as a delegate, including attendance at delegates councils and meetings with management (eg JCC, Enterprise Bargaining meetings etc).
19. **Domestic Violence leave** – 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. This should conform to Fair Work Act provisions or the National Employment Standards.
20. **Parental Leave** – improvements to paid parental leave with the introduction of payment for surrogacy. This should conform to Fair Work Act provisions or the National Employment Standards.
21. **Volunteers Leave** – the new Northcott 2025 Enterprise Agreement will include a new special leave type which will allow CPSU NSW members who are volunteers in disaster or emergency recovery organisations (SES, RFS, Red Cross etc) to participate during natural disaster events without loss of pay.
22. 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:

23. 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 into the higher duties role.

24. 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. Any existing policy will be reviewed in consultation with the Union within 12 months of the commencement of the Northcott Enterprise Agreement 2025.
25. Dispute resolution clause in accordance with the *Fair Work Regulations* is to include compulsory arbitration.
26. 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. A policy will be developed in consultation with the Union within 12 months of the commencement of the Northcott Enterprise Agreement 2025. Should a policy already exist, CPSU NSW seek a commitment from the Employer to review the existing policy in consultation with CPSU NSW. This is in accord with log claim 43 below.
27. Monthly team meetings will occur for Supported Independent Living employees. These team meetings are to be four hours in length and will include all staff including regular casuals working at the site are to attend in paid time.
28. 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.
29. **Rostering Principles and shift filling procedures** – rostering principles and shift swap policies to be included in the Northcott 2025 agreement rather than exist in policy.
30. **Sleep over shifts** – The CPSU NSW seeks paid sleep over shifts to replace the allowance in the Northcott 2025 agreement.
31. **Sleep over shift vs active Night Shift** – CPSU NSW seeks a provision in the Northcott 2025 Enterprise Agreement that will prefer active night shifts and a reduction in sleep over shifts wherever possible. The preference for active night shift against sleep over shift is based on work health and safety grounds. This should be reflected in developing a policy on Fatigue Management offline from enterprise bargaining.
32. **Pay** – that pay for disability support workers be set out according to the *Social, Community, Home Care and Disability Services Industry Award 2010* with an additional 15 percent increase for each pay rate.
33. **Internal transfers** – the Northcott Enterprise Agreement 2025 will commit to development of a mechanism for CPSU NSW members to initiate a permanent transfer between worksites. This fosters retention of experienced CPSU NSW members within the organization and may alleviate inadequate human resources at some work sites. An internal transfer process will benefit a CPSU NSW member to maintain a work life balance.
34. **Staff to resident ratios** – the Northcott Enterprise Agreement 2025 will specify a ratio of staff to residents to ensure work health and safety of staff and appropriate support for residents in group homes.
35. **Staff facilities** – the Northcott 2025 Enterprise Agreement will stipulate minimum staff facilities at each Northcott worksite where CPSU NSW members are employed. A plan to make improvements to worksites which do not meet the Northcott 2025 Enterprise Agreement minimum staff facilities where CPSU NSW members are employed will be developed in consultation with the union.

36. **Inductions** – the Northcott Enterprise Agreement 2025 will enshrine the right of CPSU NSW Delegates and industrial staff to participate in inductions in the same fashion as applies to any other union active at Northcott workplaces.
37. **Policy development** – the Northcott Enterprise Agreement 2025 will commit to ongoing development of new, and structured periodic review of existing workplace policies with the CPSU NSW.
38. **Conversion of casual employees to permanent staff** – the Northcott Enterprise Agreement 2025 will provide a mechanism for employees who are casual to convert to permanent employees. Where possible, casual employees who are CPSU NSW members will become permanent staff. A reduction in the reliance of casual employees will assist the Employer to retain staff, reduce roster modifications while recognising the commitment and dedication of its casual workforce to Northcott and the residents they support.
39. **Increase permanent part time hours to full time** – the Northcott Enterprise Agreement 2025 will provide a mechanism to increase permanent part time hours to full time hours for those CPSU NSW who express an interest in increasing their permanent hours. Where a full-time position becomes vacant, part time CPSU NSW members at that worksite will be offered an opportunity to take up additional permanent hours if they wish by way of an employee-initiated nomination. Should a part time CPSU NSW member nominate to increase their permanent hours, their nomination will receive priority consideration. External advertising will be a last resort and only utilized once existing permanent part time CPSU NSW members employee-initiated nominations are exhausted.
40. A clause which includes updated delegates rights pursuant to section 350C of the *Fairwork Act 2009 (Cth)*
41. The Northcott 2025 agreement will require parties to commence bargaining for a new agreement at least six months prior to the nominal expiry date
42. All employees shall be provided with supervision and training.
43. The CPSU NSW seeks a 3-year agreement subject to the outcome of negotiations.
44. The CPSU NSW provides this Log of Claims on a without prejudice basis. The CPSU NSW reserves the right to raise, withdraw, or amend existing or additional bargaining items as they may arise during bargaining negotiations and consultation with our Delegates and membership.