**EXPLANATORY NOTES**

**Proposed *Child Safety and Youth Justice Certified Agreement 2021***

On 25 February 2021, the department and relevant unions reached in-principle agreement in relation to the proposed *Child Safety and Youth Justice Certified Agreement 2021* (the Agreement). A copy of the Agreement is currently available on departmental [intranet](https://cyjmaintranet.root.internal/human-resources/employee-relations/enterprise-bargaining) and [internet](https://www.cyjma.qld.gov.au/about-us/careers/benefits-working-us) sites.

The table below provides a summary of the key terms and conditions of the proposed Agreement, which provides enhanced employment conditions and entitlements. Any queries regarding the proposed Agreement may be forwarded to the Industrial Relations team in People and Culture via email irpolicy@cyjma.qld.gov.au.

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| **Section of Agreement** | **Details**  |
| **Application and Wages**  |
| Parties Bound – clause 1.2Operation – clause 1.3 | * The parties to the Agreement are the department and relevant unions, ie
	+ Department of Children, Youth Justice and Multicultural Affairs (the department);
	+ Together Queensland, Industrial Union of Employees (Together Union);
	+ Australian Workers’ Union of Employees, Queensland; and
	+ United Voice, Industrial Union of Employees, Queensland.
* The Agreement will cover staff employed in DCYJMA other than SO and SES level staff and those covered by the *Youth Detention Centre Certified Agreement 2019*.
* The Agreement will operate from the date it is certified by the Queensland Industrial Relations Commission, and it will have a nominal expiry date of 31 August 2023.
* The Agreement will replace the *State Government Entities Certified Agreement 2015* (known as the 2015 Core Agreement) insofar as that instrument has application to staff covered by the new Agreement.
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| Wages – clause 2.1No Further Claims – clause 2.9 | The Agreement provides for the following in relation to wages rates and increases:* From 1 September 2020 – the salary rates in the Agreement will be set to match the relevant award rate
* From 1 September 2021 – There will be a 2.5% increase (applied to the rates as established above)
* From 1 March 2022 – There will be a further 2.5% increase
* From 1 September 2022 – There will be a further 2.5% increase

For the life of the Agreement, if the salary rates in the Agreement and the relevant award differ, staff will always be paid the higher of the two rates.  |
| **New clauses (not in the 2015 Core Agreement which the new Agreement will replace)** |
| One-off payment – clause 2.2 | * An acknowledgement that a one-off payment of $1250 (pro-rata for part-time and casual staff) was paid to eligible staff prior to the making of this Agreement.
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| Child Safety Officers – Part 3 | Workloads* The Department will take steps to reduce caseloads to an average of 16 by 30 June 2022.
* Recruitment of additional 153.5 full-time equivalent child safety staff by 30 June 2022 with the first group of new staff to commence in July 2021.
* Where this clause results in additional AO3 level positions, direct appointment or local limited applicant pools will be utilised in the first instance.
* The Child Safety Workload Management Policy and Manual will be maintained and will updated to reflect the new caseload arrangements. The policy and manual will also be expanded to apply to all other work areas in Child Safety Service Centres.
* A workload redesign project will be commenced in consultation with Together Union.

Classification structure* The parties will review the current Child Safety Officer classification structure in order to inform negotiations for the next agreement.

Employment security* Temporary Child Safety Officers will be converted to permanent wherever this is possible under the relevant Public Service Commission Directives and promote conversion processes to relevant managers and staff.
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| PO Progression – Part 4 | * The department will consult with Together Union to review the PO Progression Policy, which provides that PO2 level employees including Child Safety Officers can progress to the PO3 salary level. The review will focus on streamlining both the application and assessment components of the process.
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| AO2 Review – Part 5 | * The department will consult with Together Union to articulate the characteristics, duties, and capabilities for both AO2 and AO3 level administrative roles in Child Safety Service Centres.
* Any AO2 positions recurrently undertaking work commensurate with AO3 level duties and responsibilities will then be upgraded, with appointments to upgraded positions being made via direct appointment or local limited applicant pools.
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| Convenor Role – Part 6 | * The department will review the salary level of the AO4 Convenor role in Youth Justice in consultation with Together Union.
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| Youth Detention Centres – Part 7  | * The department will meet the cost of Hepatitis A and B vaccinations for all youth detention centre staff covered by the Agreement, where they choose to be vaccinated.
* The parties commit to maintain the existing behaviour and incentives model currently in operation, undertake regular joint reviews of the efficacy of the model, and ensure that appropriate consequences for the continuum of misbehaviour that young people present are consistent with the existing model and informed by legislation and departmental documents.
 |
| Policy reviews –Parts 8 and 32  | * The department will review the following workplace policies in consultation with Together Union and other relevant unions as applicable:
* Recruitment and selection
* Hours of Work
* Flexible work arrangements
* Regional and remote incentives
* The department will develop a Transfer Policy in consultation with Together Union and other relevant unions as applicable.
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| Training and Development –Part 9  | * The parties recognise an ongoing commitment to training and development and acknowledge that staff should be encouraged to develop required skills and knowledge to support service delivery objectives.
* An acknowledgement that travel time for training and professional development should be scheduled in ordinary hours where possible; that requiredcontinuing professional development should be paid for by the department; and that there should be no unreasonable refusal of applications for the Study and Research Assistance Scheme (SARAS).
* The department will develop and deliver a program of professional development to frontline staff to enhance professional and public service capabilities. The specific program will be co-designed with frontline staff, along with experts from the human services and professional development sector and may include existing training modules.
 |
| Temporary Employment – clause 13.3 | * The department will collect further data where possible about temporary engagements with a view to increasing reporting about these engagements at department/union consultative committees.
* An acknowledgement that the criteria to be applied to decisions about engaging or extending temporary staff, or converting a temporary employee to permanent, is consistent with relevant provisions of the *Public Service Act 2008.*
* A commitment to endeavour to provide greater communication to staff about the scheduled or determined end dates for temporary engagements, and to maximise part-time hours for permanent part-time staff.
 |
| Improving Internal Merit-Based Career Paths – clause 23.2 | * The parties are committed to merit based career paths and the importance of applying the merit principle to appointments consistent with the *Public Service Act 2008*.
 |
| Fair Treatment at Work – Part 24 | * The department and union parties commit to continue to work to improve performance management practices.
 |
| Improving Gender Equity – Part 25 | * An acknowledgement of the provision of flexibility in the workplace and supporting flexibility and gender equity in accordance with legislative provisions.
* Emphasises that flexibility is not inherently linked to gender.
* A commitment to drive cultural change, including the awareness of flexibility entitlements and an openness to flexibility requests.
* An acknowledgement that the commitment to cultural change supporting flexibility is also acknowledged to contribute to the reduction of gender pay gap.
* Where requested, an establishment of an Equal Employment Opportunity subcommittee of the Agency Consultative Committee focused on promoting cultural change and supporting flexibility.
 |
| Introduction of Technology – Part 27 | * Emphasises of the consultation requirements regarding proposed technological change that impacts on employment.
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| Support for Workers with Mental Illness – Part 29 | * A commitment to fostering communication and openness about mental health to reduce stigma and acknowledges the specialist skills of Employee Assistance Programs in supporting staff affected by mental health issues.
* The implementation of a suitable program to provide mental health first aid training for staff, prioritising existing Health and Safety Representatives and First Aid Officers who express an interest.
* Consideration of additional services as required to ensure appropriate consideration of cultural, regional and remote needs for staff affected by mental health issues.
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| Client Aggression – Part 30 | * The parties recognise that violence and aggression by clients towards staff is not acceptable.
* The department will provide personal safety training to all staff via an appropriate medium with a focus on strategies to ensure personal safety in the workplace including planned approaches in particular scenarios and de-escalation of conflict and aggressive behaviour in others.
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| Fire Wardens and Workplace Health and Safety representatives – Part 31 | * An acknowledgement of the importance of the role of fire wardens and workplace health and safety representatives and that staff elected to the roles need sufficient time to complete these duties.
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| **Carry overs and enhancements to clauses in the 2015 Core Agreement** |
| Student Supervision Allowance – clause 2.5 | * The department will continue the $10 per day allowance and review the guidelines which inform these arrangements.
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| Recognition of Accredited Qualifications – Part 10 | * Payment where staff in specified classifications hold relevant qualifications and an acknowledgment of the commitment in the 2015 Core Agreement for a Government/union working party to be established to review requirements for the recognition of accredited qualifications.
* The previous requirement for part-time staff to have worked at 1200 hours in a calendar year in order to access to the payment has been removed.
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| Cultural Awareness and Leave – Part 11 | * Specific recognition of the value of diversity and particular regard given to Aboriginal and Torres Strait islander people and their culture.
* Introduction of an obligation to report to the relevant consultative committee about cultural awareness training and activities.
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| Permanent Employment and Employment Security – Part 13 | * The parties are committed to maximising permanent employment where possible.
* An acknowledgement that casual and temporary forms of employment and labour hire should only utilised if permanent employment is not viable or appropriate.
 |
| Organisational Change and Restructuring – clause 13.4 | * Emphasis of the requirements of the Queensland Government’s policies regarding employment security and contracting out of government services.
* Department will regularly report to relevant unions in relation to employment practices within the department.
* Recognition of the cultural diversity, rights, views and expectations of the Aboriginal and Torres Strait Islander peoples in the delivery of culturally appropriate services and that additional consultation may be required in relation to changes to these services.
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| Consultative Committees – Part 15 | * The parties agree that consultation should occur in relation to decisions which may affect staff employment or welfare and this will occur via the Agency Consultative Committee and regional/local consultative forms as agreed between the parties.
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| Union Encouragement – Part 18 | * Encouragement to agree to local arrangements about union and delegate rights.
* The formalisation of the reporting arrangements currently in place for new starters – including name, job title, work email, work location (floor where possible), award and employment status (perm/temp/casual). This is reported quarterly.
* The extension of same data types to be supplied for requests for listings of current staff.
* A new obligation to provide lists of employment separations quarterly.
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| Workload Management – Part 22 | * The department is committed to working with its employees and relevant unions to address workload management issues
* The parties note the commitment in the *State Government Entities Certified Agreement 2019* to review the workload management tool.
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| Fair Career Paths – Part 23 | * An acknowledgement that absences from workplace due to family and utilisation of flexibility should not be considered as barriers to progression.
* Reporting to the relevant consultative committees on measures to support improved career paths.
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| Work/Life balance – Part 26 | * An acknowledgement about the importance of work/life balance measures irrespective of gender.
* A listing of types of work/life balance measures.
* An acknowledgement of the entitlement to make flexibility requests consistent with the *Industrial Relations Act 2016*.
 |
| Regional and Remote – Part 32 | * An acknowledgement of the importance of regional, rural and remote jobs in delivering services to the community.
* An acknowledgement of the importance of and need for greater accessibility of professional development and training for staff in regional, rural and remote areas.
* The department will review the Regional and Remote Incentives Policy in consultation with Together Union. As part of this review, the department will commit to exploring the potential for further expanding the incentives provided under the policy and include promotion of internal transfers between regional locations.
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| **Continuing clauses**  |
| As listed  | The following conditions and entitlements that existed in the 2015 Core Agreement have been carried over to the proposed Agreement: * Clause 1.4 Posting of Agreement
* Clause 1.5 Relationships to Awards, Industrial Instruments and Directives
* Clause 1.6 Objectives of this Agreement
* Clause 1.7 Equity Considerations
* Clause 2.3 No loss of show day
* Clause 2.4 Annual leave loading payment
* Clause 2.6 Extra leave for proportionate salary (purchased leave)
* Clause 2.7 Averaging ordinary hours of work
* Clause 2.8 Locality allowances
* Part 12 Paid Parental Leave
* Part 14 Salary Packaging
* Part 16 Collective Industrial Relations
* Part 17 ILO Conventions
* Part 19 Union Delegates
* Part 20 Industrial Relations Education Leave
* Part 21 Prevention and Settlement of Disputes (see below)
* Part 28 Workplace bullying
* Part 33 Spread of hours – Brisbane CBD
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| **Procedures for Preventing and Settlement Disputes** |
| Prevention and Settlement of Disputes – Part 21 | * The proposed Agreement contains a procedure for resolving disputes about matters covered by the Agreement, including that normal work continues whilst the dispute procedure is being followed except where there is an imminent risk to health and safety.
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