

LCC's – A Basic Guide

Definition of Consultation:

PART 3 - DISPUTE RESOLUTION – (*Department of Education and Training State School Teachers Certified Agreement 2016*)

All workplaces covered by this Agreement shall operate on the basis that effective consultation between teachers and administrators is an essential measure to ensure that change within the workplace is managed in a manner consistent with the principles established through this Agreement.

The requirement for workplaces to operate in a consultative manner is not intended to impinge on the capacity of School Leaders to make operational decisions except where such decisions would have an impact on the industrial entitlements of teachers, administrators and support staff covered by this Agreement.

The parties agree that any significant changes to the operation or organisation of the Department which may adversely affect the conditions, workloads and/or work-life balance of employees covered by this Agreement shall be the subject of timely consultation between the parties.

Consultation involves more than a mere exchange of information. For consultation to be effective, the teacher must be contributing to the decision-making process, not only in appearance, but in fact.

1.	What is an LCC?	<ul style="list-style-type: none"> • A Local Consultative Committee is a representative group of union and management nominees • School's consultative forum • Implement and apply terms of the agreement • Resolve disputes in relation to the agreement at the workplace • Contribute to smooth change management • Part of the implementation of the model of school-based management • Consideration of workplace reforms
----	-----------------	---

Education and Training 2016

		<ul style="list-style-type: none"> • An integral component of the process to consider “staffing flexibility” proposals in schools • Key mechanism for managing workload issues at the workplace level
2.	Do I have to have an LCC?	<ul style="list-style-type: none"> • If your school has 20 or more employees then it must have an LCC. If your school has fewer than 20 employees an LCC can still be established (<i>Part 3.1.2 – Department of Education and Training State School Teachers Certified Agreement 2016</i>)
3.	Who is on the LCC?	<ul style="list-style-type: none"> • Four management representatives (selected by the Principal – including the Principal) (<i>Part 3.1.5 and 3.1.6 – Department of Education and Training State School Teachers Certified Agreement 2016</i>) • Four Union representatives – 2 QTU, 1 Together, 1 United Voice (determined by the Unions - (<i>Part 3.1.7 – Department of Education and Training State School Teachers Certified Agreement 2016</i>))
4.	How often does it meet?	<ul style="list-style-type: none"> • At least once a term • Records of meetings must be maintained • (<i>Part 3.1.3 and 3.1.4 – Department of Education and Training State School Teachers Certified Agreement 2016</i>)
5.	What does it do?	<p><i>3.1.8 Broadly, the role of the LCC shall include at least the following:</i></p> <p><i>(a) To act as the school’s management/staff/union consultative forum;</i></p> <p><i>(b) To oversee the implementation and application of the terms of this Agreement within the school;</i></p> <p><i>(c) To resolve, wherever possible at a local level, disputes on the general application of matters contained within this Agreement;</i></p> <p><i>(d) To contribute to the planning of smooth change management at a school level, wherever possible, towards fulfilment of the parties’ commitment to cooperate in the implementation of the model of school-based management; and</i></p> <p><i>(e) Other roles as agreed by the parties.</i></p> <p><i>3.1.9 The LCC will be a key mechanism for managing workload issues at the workplace level</i></p>

		<p><i>3.1.10 Matters requiring consultation with LCC shall include: flexible student free days; school staffing proposals; bus and playground duty staffing needs; meal break variations; extensions to the spread of school hours and areas as required by Joint Statements between the Department and the QTU</i></p> <p><i>3.1.11 Without limiting the provisions of the Education (General Provisions) Regulation 2006 (Qld), the purpose, frequency and duration of staff meetings will be subject to consultation with the LCC.</i></p> <p><i>(Department of Education, Training and Employment State School Teachers Certified Agreement 2016)</i></p>
6.	What does this mean?	<p>The LCC should look at proposals that will result in a change within the school. A matter needs to be considered by the LCC if it:</p> <ul style="list-style-type: none"> - effects the working conditions/industrial entitlements of a group of members prescribed by the agreement; - varies how work is performed in the school; - impacts on workload; (Refer: Clause 3.1.9 School-based Consultation - <i>Department of Education, Training and Employment State School Teachers Certified Agreement 2016</i>) - changes the staffing mix of the school; (Refer: Clause 3.2 School Based Consultation – Staffing Flexibility - <i>Department of Education, Training and Employment State School Teachers Certified Agreement 2016</i>) - converts FTE to TRS; (Refer: 9.1 Employment of Teachers- <i>Department of Education, Training and Employment State School Teachers Certified Agreement 2016</i>) - varies the hours of the school day/week; (Refer Clause 15.8 Variations to the Standard Hours of Instruction <i>Teaching in State Education Award – State 2016</i>, Clause 2.8 – Extension of Spread of School Hours <i>Department of Education, Training and Employment State School Teachers Certified Agreement 2016</i>)

Education and Training 2016

		<ul style="list-style-type: none"> - Extension of Spread of School Hours; (Refer Clause 15.8 Variations to the Standard Hours of Instruction <i>Teaching in State Education Award – State 2016</i>, Clause 2.8 Extension of Spread of School Hours - <i>Department of Education, Training and Employment State School Teachers Certified Agreement 2016</i>) - deals with playground duty; (Refer - Clause 16.3 Bus and Playground Duty – <i>Teaching in State Educations Award – State 2016</i>) - deals with initiatives arising from funding additional to the school’s base resource allocation as these initiatives impact on how work is performed, working conditions and/or workload; - establishes how and when professional development will occur in lieu of attendance at flexible student free days (including whether or not the October student free day will be taken flexibly) (Refer - Clause 2.8 Extension of the Spread of Hours - <i>Department of Education, Training and Employment State School Teachers Certified Agreement 2016</i>) - exceeds maximum class size targets (Refer – Clause 2.1 Class Sizes - <i>Department of Education, Training and Employment State School Teachers Certified Agreement 2016</i>) - determines the timing of the APR in your school (Refer – Joint Statement – <i>Annual Teacher Performance Review Process</i>) - determines the process of collegial engagements in the classroom (Refer – Joint Statement – <i>Collegial Engagement in Classrooms</i> – November 2015) - Determines the form of long-term planning, where and how collaboratively developed plans are stored and the nature of the pedagogical framework in the school (Refer – Joint Statement - <i>Planning, preparation, differentiation and planning for individual students, including individual curriculum plans</i> - November 2015)
--	--	---

		<ul style="list-style-type: none"> - Develops the data plan for the school which documents the approach to data that will be taken in the school including the schools priorities as linked to the school's improvement agenda, the workload impact of this data and how data pertaining to student outcomes and well-being will be collected, recorded and followed up (Refer – Joint Statement – <i>The Purpose and Use of Data in Queensland Schools</i> – March 2016) - Results in changes to the school's program arising from recommendations of a school review (Refer – Joint Statement – School Reviews – November 2015) - Establishes what will occur at staff meetings, when staff meetings will occur and how often staff meetings will occur(Refer: Clause 3.1.11 School-based Consultation <i>Department of Education, Training and Employment State School Teachers Certified Agreement 2016</i>) <p>However, the LCC does not remove the Principal's responsibility to ensure the good order and conduct of the school and the effective day to day management of the school.</p>
7.	How are decisions made at the LCC?	<p>Decisions must be made by consensus where possible</p> <p>(Part 3.2.2 School based consultation – Staffing Flexibility– <i>Department of Education and Training State School Teachers Certified Agreement 2016</i>)</p>
8.	What happens to decisions made by the LCC?	<p>If the matter largely deals with how work is performed the matter does not need to be referred to the ECC.</p> <p>If the matter deals with issues such as staffing flexibility and workplace reform it should be sent to the Education Consultative Committee</p> <p>If agreement cannot be reached, matters can be escalated through the dispute resolution processes including to the Resolution Committee if necessary.</p>
9.	What is staffing flexibility?	<p>3.2 School-based Consultation – Staffing Flexibility</p> <p>3.2.1 <i>The LCC will be consulted with respect to school staffing proposals in accordance with the following terms:</i></p>

		<ul style="list-style-type: none"> • <i>Funds allocated to staff must be used for the employment or professional development of employees;</i> • <i>The effect of any proposed change on class size;</i> • <i>Changes to staffing mix will only occur in the event of a substantive vacancy; and</i> • <i>Where the staffing proposal seeks to vary the role, or the fraction of that role as performed immediately prior to the substantive vacancy arising, workload management considerations are to form part of the consultation.</i> <p>3.2.2 <i>Staffing proposal decisions will be made by consensus, wherever possible.</i></p> <p>3.2.3 <i>The parties commit to use their best endeavours to resolve any issue preventing consensus being reached at the school level.</i></p> <p>3.2.4 <i>Where consensus cannot be reached, the LCC views are to be noted by the final decision-maker, being the Chief Executive or their nominee.</i></p> <p>3.2.5 <i>Copies of the staffing proposal considered and endorsed by the LCC shall be kept on record at the school and forwarded to the Department for distribution to the Unions who are a party to the Education Consultative Committee (ECC).</i></p> <p>3.2.6 <i>Where one of the parties believe a staffing proposal subject to LCC consultation may contravene this Agreement, the Award or relevant legislation, that party will advise the other such that there will be timely consultation in an endeavour to resolve any dispute at the local level wherever possible.</i></p> <p><i>(Part 3.2 School-based Consultation – Staffing Flexibility)– Department of Education and Training State School Teachers Certified Agreement 2016)</i></p>
--	--	---

10.	What happens if a workplace reform is not agreed to at the LCC?	<p>If the LCC cannot reach a consensus decision on a proposal then it should not proceed – in accordance with the dispute resolution procedures the status quo remains.</p> <p>In the event of a disagreement/dispute then</p> <ul style="list-style-type: none"> (a) Stage 1 – resolution at the school level – discussions within 24 hours – stage 1 does not exceed 5 working days (b) Stage 2 – resolution at regional office – stage 2 must not exceed 7 working days (c) Stage 3 – resolution at central office – Joint Department/QTU Resolution Committee – stage 3 not to exceed 7 working days <p><i>(Part 3.5 Dispute Resolution Procedures– Department of Education and Training State School Teachers Certified Agreement 2016)</i></p>
11.	If we are considering converting a teaching (or other) fraction to another position what should be considered?	<ul style="list-style-type: none"> • Are the funds to be used for the employment of staff? (If they are not then the reform cannot proceed) • Is the position being used a substantive vacancy? (If it is not, then the reform cannot proceed) • Will the change effect the industrial entitlements of teachers? E.g. what effect will the change have on class sizes/hours of duty/non-contact time • Is the position being used a specialist service? • What is the view of the QTU members at the school?
12.	If we are considering taking a Student Free Day as Time in Lieu for attendance at school on another day or after hours what should be considered? (i.e. changing	<ul style="list-style-type: none"> • Is the activity on the other day/after hours Professional Development? • Is the time being taken in lieu of attendance at the out of school hours activity equivalent to the time taken in the activity? (i.e. is it time for time?)

	where we place the flexible student free days)	<ul style="list-style-type: none"> • Are appropriate arrangements in place to ensure that those unable to attend the outside of school hours activity are able to attend the Student Free Day? • What is the view of the QTU members at the school?
13.	If we are considering changing our meal breaks what should we do?	<ul style="list-style-type: none"> • Ensure that each break is at least 30 minutes long and that each teacher has the opportunity to access at least one uninterrupted break of 30 minutes per day • Ensure that in total teachers can access 225 minutes of uninterrupted meal breaks per week • Ensure that in the second break, that is not the meal break for a teacher, they can access at least 10 minutes rest/pause per day and a total of 50 minutes rest pause per week. • In total each teacher must have access to 275 minutes of uninterrupted breaks per week and no more than 25 hours (1500 minutes) of Rostered Duty Time per week (NB: the 50 minutes of rest pause per week makes up part of the 25 hours RDT) • Ensure that QTU members support the change
14	If we are establishing a system of collegial engagement in classrooms what do we need to consider?	<ul style="list-style-type: none"> • Define purpose – i.e. provide collegial feedback, not supervisory • Reflect on and build in the fundamental principles: <ol style="list-style-type: none"> a) Positive engagement between school leaders and teachers b) Recognises classroom teachers professional expertise, the exercise of professional judgement and range of effective teaching practices c) Involves school leaders and heads of programs – observers also need to be available to be observed d) Collaborative process to enable reflection on teaching practice e) Identify elements of the scheme – i.e. does the scheme include walk-throughs, classroom observations, peer coaching, model lessons • Identify who (what positions) will conduct the walk-throughs/observations • Be clear about what each form of collegial engagement will involve - ensure the practices of observation are consistent with the principles • Consult with members before reaching an agreement

		Reference Documents: <i>Joint Statement from Department of Education and Training and the Queensland Teachers' Union – Collegial Engagement in Classrooms; and Unpacking the Joint Statement on Collegial Engagement in Classrooms</i>
15	If we are establishing a data plan what do we need to consider?	<ul style="list-style-type: none"> • Determine and document the approach to data in the school including an acknowledgement that the most important data pertaining to student achievement is that relating to the curriculum being taught in schools • In the plan be sure to: <ol style="list-style-type: none"> a) Define what data is necessary b) Identify how the data will inform teaching practice and school improvement c) Identify what data is to be collected and when d) Define the roles and responsibilities of teachers and other staff e) Identify where the data is to be stored f) Outline how the data is to be represented, tracked and monitored (including whether or not the data will be displayed and how) g) Identify the audience for the data h) Outline how it will be reported and how often it will be reported to the relevant audience i) Identify what resources will be allocated to the priorities identified by the data j) Determine the process and resources necessary to collect, record and follow up data pertaining to student academic achievement, attendance, behaviour and well-being • Consider the impact of the data to be collected on workload • Review what data is currently being used in the school and what if any may be unnecessary to continue to collect • Consult with members before reaching an agreement <p>Source documents: <i>Joint Statement from Department of Education and Training and the Queensland Teachers' Union – The purpose and use of data in Queensland schools; and Unpacking the Joint Statement on The purpose and use of data in Queensland schools</i></p>

It is important to note that the LCC is the vehicle for consultation and agreement on working conditions of members as they relate to the Award and the Certified Agreement. Because a matter has been presented at the LCC, it does not necessarily mean that consultation has occurred. It is the role of the Union Reps on the LCC to ensure that members have a say in proposed changes and it is the collective view of the members at the school that is presented to the LCC not necessarily the views of the individual QTU representative.