# Teacher-librarians, your working conditions, and more!



## Teacher-librarians in primary and special schools (including P-10/12)

Teacher-librarians are allocated to primary and special schools on the basis of 1FTE position for 300 students. Prorata allocations are made for each group of 15 students in 0.02FTE increments. Table 1 sets out the allocative model for teacher-librarians in primary and special schools.

Teacher-librarians in P-10/12 schools are allocated on the basis of 1FTE position for 250 students. Pro-rata allocations are made for each group of 12.5 students in 0.02FTE increments. Table 2 sets out the allocative model for teacher-librarians in P-10/12 schools.

The Teachers' Award State 2012 provides a clear and unambiguous description of the role of a teacher-librarian in primary and special schools.

- 6.6.1 What are the role, functions and responsibilities of teacher-librarians?
- (a) In their teaching role, teacher-librarians join classroom teachers as equal partners in cooperatively planning, developing, teaching and evaluating resource based programs.
- (b) The teacher-librarian, as a member of a school team, is responsible for the management of the resource centre and resources, which cater for the classroom program, the learning needs of students and their interests and abilities. The consequent goal is to make the appropriate resources available to the school community ensuring that effective resource based teaching and learning eventuates.
- (c) The teacher-librarian and each relevant principal should cooperatively develop a schedule of time allocation.
- (d) The teacher-librarian will contribute appropriately to school development planning and budgetary processes.
- (e) Teacher-librarians may be used to assist in the provision of non-contact time where the participation of the classroom teacher is not essential to meet the objectives of the lesson.

A wide range of issues should be taken into account when negotiations about timetables and duties are undertaken. The very finite allocation of teacher-librarian positions means that school characteristics, such as enrolments or school complexity, must inform the negotiations to ensure that the role of the teacher-librarian can be performed successfully.

One common issue for teacher-librarians in primary and special schools is requests from the school leadership to provide non-contact time or cover absent teachers. Clause 6.6.5 of the Teachers' Award - State 2012 stipulates: "Teacher-librarians may be required to provide relief during non-contact time periods availed of by classroom teacher in circumstances where usual relief arrangements are unable to be effected for emergent reasons ..."

Principals may assign teacher-librarians to relieve absent teachers only in emergencies; there should be no pattern of emergent use. Teacher-librarians may also elect to provide non-contact time where they have determined that the presence of the classroom teacher is not essential to meeting the objectives of a lesson. However, the systematic timetabling of teacher-librarians for the purpose of providing NCT is not allowed.

Primary teacher-librarians should be encouraged to join their local teacher-librarian network. These networks are a great opportunity for teacher-librarians to exchange ideas about best practice and to mentor new teacher-librarians.

Teacher-librarians will need to negotiate their timetables with the school leadership in light of the school's expectation of the position. Looking at schools of a similar size and comparing duties can be a very informative research project as a foundation for these negotiations.

# **Teacher-librarians in secondary schools**

Teacher-librarians are allocated to secondary schools on the basis of 0.2FTE per full cohort of 100 students: e.g. 100<200 = 0.2FTE; 500<600 = 1.0FTE; 1200<1300 = 2.4FTE; 2100<2200 = 4.2FTE.

As a consequence of this method of allocation, secondary teacher-librarians have the same working conditions as secondary classroom teachers, however, the teacher-librarian role has specific duties, including resource management and information navigation, as well as the provision of leadership in this area and managerial accountabilities. Any teaching load included in a teacher librarian's timetable must be balanced with an eye to these core duties.

This is especially the case where allocations above 1 FTE teacher-librarian have been utilised for other teaching duties within the school. For example, if a school of 1800 students is allocated 3.6FTE teacher-librarian positions and 2.6FTE teacher-librarian positions are absorbed into the timetable to teach classes and are not allocated to teacher-librarian duties. Essentially, this would mean that the remaining teacher-librarian, in addition to the minimum non-contact allocation of 210 minutes, should only be tasked to manage core duties in the resource centre.

Secondary teacher-librarians should record in their timetable all the activities and programs they contribute to and run. This is in order to be able to provide a more fulsome overview of their roles and contributions to the school community.

Secondary teacher-librarians should be encouraged to join their local teacher-librarian network. These networks are a great opportunity for teacher-librarians to exchange ideas about best practice and to mentor new teacher-librarians.

Teacher-librarians will need to negotiate their timetables with the school leadership in light of the school's expectation of the position. Looking at schools of a similar size and comparing duties and timetables can be a very informative research project as a foundation for these negotiations.

## Staffing flexibility

The teacher-librarian role in schools has been the target of workplace reform or staffing flexibility arrangements for some years.

It is important to note that clause 3.2.1 of the Department of Education, Training and Employment State School Teachers' Certified Agreement 2012 (the certified agreement) stipulates that "... changes to the staffing mix will only occur in the event of a substantive vacancy ..."

All teachers who hold a permanent position cannot have their position workplace reformed away. However, if there is a loss in entitlements (i.e. a drop in student numbers) then a school can lose a position or part of a position. This has always been the case. A change to an allocation to a particular school does not mean that the teacher affected drops in their substantive fraction. Instead, the onus is on the region to provide for the difference within the teacher's school in relation to a different role or at another school (i.e. a specialist teacher may find that they are now on a circuit).

One other feature of the certified agreement is the school-based management provision relating to specialist teachers.

- 10.2.2 Teachers with specialist training, experience and/or qualifications will continue to provide specialist services including in the following areas/roles:
  - (iv) teacher-librarians

In essence, this clause protects teacher-librarians from being replaced with, for example, an IT manager or teacheraide.

Part 3.2 of the certified agreement describes the processes that must be followed when undertaking a staffing flexibility process.

- 3.2 School-based consultation staffing flexibility
- 3.2.1 The LCC will be consulted with respect to school staffing proposals in accordance with the following terms:
- Funds allocated to staff must be used for the employment or professional development of employees;
- · The effect of any proposed change on class size;
- Changes to staffing mix will only occur in the event of a substantive vacancy; and
- 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.
- 3.2.2 Staffing proposal decisions will be made by consensus, wherever possible.
- 3.2.3 The parties commit to use their best endeavours to resolve any issue preventing consensus being reached at the school level.
- 3.2.4 Where consensus cannot be reached, the LCC views are to be noted by the final decision-maker, being the Chief Executive or their nominee.
- 3.2.5 Copies of the staffing proposal considered and endorsed by the LCC shall be kept on record at the school and forwarded to the QTU by the QTU representatives at the school.
- 3.2.6 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.

Finally, if problems should arise, Part 3 of the certified agreement deals with dispute resolution.

PART 3 - DISPUTE RESOLUTION

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.

Essentially, there should be little need for dispute resolution if there has been "effective consultation between teachers and administrators . . . to ensure that change within the workplace is managed in a manner consistent with the principles established through this agreement" and more particularly, within part 3 of the certified agreement.

Accurate and timely information in relation to what the school's allocation is and any changes that have occurred should be shared with staff. Real opportunities to reflect on proposed changes and to shape and have input into such changes is crucial to ensuring effective communication and consultation. The school's local consultative committee's role is to ensure that appropriate consultation has occurred with employees who are affected by changes.

Education Queensland uses the following quote to encapsulate the culture the department expects in relation to consultation: "Consultation is not perfunctory advice on what is about to happen . . . Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker . . . Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals." Commission Smith in the Community and Public Sector Union v Vodafone Network Pty Ltd (Print PR911257).

#### Conclusion

The role of the teacher-librarian is a crucial one in the modern educational context. As well as advocating for the core literacy requirements of students in schools across the compulsory and post-compulsory age range, the skills and expertise of teacher-librarians can and must be brought to bear on the challenges of education in the 21st century.

The QTU trusts that this short guide provides you with material to best advocate on your own behalf for the fulfilment of your role and purpose.

Support can be accessed from the QTU through your local Organiser or by contacting the QTU via our website www.qtu.asn.au, by email qtu@qtu.asn.au or by telephone 1300 117 823.

Prepared by Thalia Edmonds (Industrial Advocate) and Kevin Bates (President), Queensland Teachers' Union

TABLE 2	School support allocation type	P-10/12 teacher-	librarian	P-10/12 teacher-librarians	are allocated according to this	Sliding scale which is based on Day 8 enrolments for all year	levels offered (Prep-12)																
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	Allocation	0.00	0.02	0.05	0.10	0.15	0.20	0.25	0:30	0.35	0.40	0.45	0.50	0.55	09.0	0.65	0.70	0.75	0.80	0.85	06.0	0.95	1.00
	<b>Enrolment threshold</b>	0	1<15	15<30	30<45	45<60	60<75	75<90	90<105	105<120	120<135	135<150	150<165	165<180	180<195	195<210	210<225	225<240	240<255	255<270	270<285	285<300	>= 300
TABLE 1	School support allocation type	Primary teacher-librarian	(based on sliding scale of Day	8 enrolments for prep to year	7, or year 6 where year 7 is	pre-prep enrolments where	departmentally approved	program exists)					z			2						544	

112.5<125

125<137.5 137.5<150

100<112.5

87.5<100

75<87.5

62.5<75

37.5 <50 50<62.5

25<37.5

150<162.5 162.5<175 200<212.5

212.5<225

175<187.5 187.5<200 225<237.5

237.5<250

>= 250

Allocation 0.00 0.02 0.05 0.10 0.15 0.20 0.25 0.30 0.35 0.40 0.45 0.50 0.55 0.60 0.65 0.70 0.75 0.80 0.85 0.90 0.95 1.00

**Enrolment threshold** 

12.5< 25

0 <12.5

Source: 2014 School Staffing Allocation Guidelines (page 8)

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# **INFORMATION**



# Teacher-librarians (primary & special school) working conditions

This document is issued for general guidance only. It does not constitute professional advice. The issues with which it deals are complex and the document necessarily deals only with general principles. No reader should rely on this document for the purpose of making a decision as to action but should seek the appropriate advice from the Union on the particular circumstances of that reader. The Union accepts no responsibility for the consequences should any person act in reliance on this document without obtaining the appropriate advice from the Union.

The QTU is often approached by primary school teacher-librarians concerned about their role in schools, in particular, the usage of teacher-librarians for non-contact time relief.

Through actions initiated by the QTU, an "agreed position" specific to teacher-librarians in state primary and special schools was finalised in late 1996. The provisions in the "agreed position" have now been incorporated in the *Teachers' Award – State 2012.* 

It has been the department's consistent assertion to the QTU that the systematic time-tabling of teacher-librarians for non-contact time relief is contrary to departmental policy and instances of such a practice would be rare. This position was put on the record in the Queensland Industrial Relations Commission in 1997 and remains the departmental position.

Casual relief arrangements are, however, allowable under the provisions of the *Teachers' Award - State 2012*. The relevant clause (6.6.5) states:

Teacher-librarians may be required to provide relief during non-contact time periods availed of by classroom teachers in circumstances where usual relief arrangements are unable to be effected for emergent reasons in accordance with departmental policy.

Teacher-librarians may also be "used in the provision of non-contact time where the participation of the classroom teacher is not essential to meet the objectives of the lesson" (clause 6.6.1).

In summary, principals may assign teacherlibrarians to relieve **absent** teachers in emergencies. Teacher-librarians may also elect to provide non-contact time where they have determined that the presence of the classroom teacher is not essential to meeting the objectives of a lesson. However, the **systematic timetabling** of teacher-librarians for the purpose of providing non-contact time is contrary to departmental policy and the provisions of the *Teachers' Award – State 2012*.

Non-contact time should be provided to teacherlibrarians and used in a similar way as a classroom teacher's – i.e. as preparation and correction time. Given the role, functions and responsibilities of teacher-librarians as outlined in the *Teachers Award – State 2012*, it is imperative that they receive preparation time to ensure that they can adequately prepare for lessons.

#### **Award breaches**

Where teacher-librarians believe that arrangements at their school are in breach of the provisions of the award (as described above), the grievance resolution procedures set out in the award (clause 3.2) should be followed. The first stage is to draw the matter to the attention of the school principal; if the grievance cannot be resolved at this level, the grievance may be taken to regional office and subsequently to central office. You have the right to consult with your Union at each stage of the grievance process.

If you have ongoing concerns about these issues, contact your QTU Organiser for clarification and assistance.

Copies of clauses 6.6 (Hours of duty - teacher-librarians - primary and special schools) and 3.2 (Grievance and dispute settling procedure) follow.

## TEACHER LIBRARIANS (PRIMARY AND SPECIAL SCHOOLS) WORKING CONDITIONS

#### TEACHERS' AWARD - STATE 2012

#### 6.6 Hours of Duty - Teacher-Librarians - Primary and Special Schools

The hours of duty for a teacher-librarian are the same as those for a classroom teacher.

#### 6.6.1 What are the role, functions and responsibilities of teacher-librarians?

- (a) In their teaching role, teacher-librarians join classroom teachers as equal partners in cooperatively planning, developing, teaching and evaluating resource based programs.
- (b) The teacher-librarian, as a member of a school team, is responsible for the management of the resource centre and resources, which cater for the classroom program, the learning needs of students and their interests and abilities. The consequent goal is to make the appropriate resources available to the school community ensuring that effective resource based teaching and learning eventuates.
- (c) The teacher-librarian and each relevant principal should cooperatively develop a schedule of time allocation.
- (d) The teacher-librarian will contribute appropriately to school development planning and budgetary processes.
- (e) Teacher-librarians may be used to assist in the provision of non-contact time where the participation of the classroom teacher is not essential to meet the objectives of the lesson.

#### 6.6.2 What effect does travel have on a teacher-librarian's rostered duty time?

- (a) Where a teacher-librarian provides resource services to more than one school, time required for travel between schools on the same day will be considered part of the teacher-librarian's work program and will be incorporated within rostered duty time.
- (b) Where the distance from home to the circuit school is greater than that for the base school, additional time required to travel to the school is to be incorporated in the teacher-librarian's work program and therefore within rostered duty time.
- (c) Wherever possible the teacher-librarians required to provide resource services to more than one school will be subject to schedules designed to minimise travel.

#### 6.6.3 What bus and playground duty should a teacher-librarian perform?

Playground duty and bus duty is not to be allocated where the teacher-librarian services more than 2 schools.

The allocation of playground duty and bus duty in other circumstances should be made in recognition of the extent of involvement of teacher-librarians with students outside rostered duty time.

### 6.6.4 What is the expectation of co-curricular involvement for teacher-librarians?

Where a teacher-librarian provides resource services to more than one school, the principal will reasonably adjust the expectation of co-curricular involvement, especially where the teacher-librarian's schedule necessitates considerable travel.

#### 6.6.5 When will a teacher-librarian provide non-contact time relief?

Teacher-librarians may be required to provide relief during non-contact time periods availed of by classroom teachers in circumstances where usual relief arrangements are unable to be effected for emergent reasons in accordance with departmental policy (EOG 24 April 1992).

# Excerpt from OUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

#### TEACHERS' AWARD - STATE 2012

(effective from 1 September 2012)

#### 3.2 Grievance and Dispute Settling Procedure

#### 3.2.1 Objectives of the grievance procedures

The objectives of the procedure are to promote the prompt resolution of grievances by consultation, cooperation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.

#### 3.2.2 To what matters does this procedure apply?

This procedure applies to all industrial matters within the meaning of the Act, except as otherwise provided for by this Award.

#### 3.2.3 Stage 1 grievance resolution at the school level

In the first instance the employee will inform the Principal or the person in charge of the centre of the existence of the grievance and they will attempt to resolve the grievance. It is recognised that an employee may wish to exercise the right to consult such employee's Union representative during the course of Stage 1.

#### 3.2.4 Stage 2 grievance resolution at Regional Office

If the grievance remains unresolved, the employee will refer the grievance to the regional office. The Manager responsible for investigation and resolution of the grievance will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.

#### 3.2.5 Stage 3 grievance resolution at Central Office

If the grievance is still unresolved, the Manager will advise the Chief Executive and the aggrieved employee may submit the matter in writing to the Chief Executive of the organisation if such employee wishes to pursue the matter further. If desired by either party, the matter will also be notified to the Union.

The Chief Executive will ensure that:

- (a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;
- (b) the grievance will be investigated in a thorough, fair and impartial manner.

The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the Union in appointing an investigating officer. The appointed person will be other than the employees' supervisor or Manager.

If the matter is notified to the Union, the investigating officer will consult with the Union during the course of the investigation. The Chief Executive will advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The Chief Executive may delegate such Chief Executives grievance resolution powers under clause 3.2 to a nominated representative.

#### 3.2.6 Time frame for settling grievances

The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

- Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure will not extend beyond 7 days.
- Stage 2: Not to exceed 7 days.
- Stage 3: Not to exceed 14 days.

#### 3.2.7 Resolution of grievance by outside bodies

If the grievance is not settled the matter will be referred to the Commissioner for the Public Service or the Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the Tribunals.

#### 3.2.8 Maintenance of the status quo

Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

#### 3.2.9 Sexual harassment and the grievance and dispute settling procedure

Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.