

School Reorganisation Agreement (TNC 2013/2)

Please find attached a copy of TNC Circular 2013/2 which sets out the arrangements for the transfer of teaching staff following any reorganisation of school provision in an area. This circular supersedes TNC Circular 2007/3 (Collective Agreement)

This Agreement has been reviewed to incorporate the learning from past rationalisation projects across all sectors and reflects the views and experience of the Employing Authorities and Teaching Unions. It will apply to permanent teachers and those temporary teachers who may have acquired rights of permanency, including Principals and Vice-Principals, in schools affected by a reorganisation which has the potential to change the nature of the existing employment relationships between teachers and their Boards of Governors.

Please bring the new document to the attention of your Board of Governors and all of your teachers. It will be important to engage with teaching staff and their unions in its application.

Please feel free to contact _____ if you have any queries related to the provisions of the Agreement.

Yours sincerely

THE SCHOOL REORGANISATION AGREEMENT (Hereinafter called “the Agreement”)

General Provisions

1. This Agreement made the 6th day of June 2013¹ has been drawn up by the Employing Authorities after negotiation with the recognised teachers’ unions in pursuance of the principle of fair and equal treatment of all permanent teachers, and those temporary teachers who may have acquired the rights of permanent teachers, in relation to the transfer of staff arising from the reorganisation of school provision in an area.
2. In this context, such a reorganisation will be defined as any permanent change to the nature of existing school provision. Changes to the nature of school provision will normally require publication and Ministerial Approval of a formal Development Proposal(s) which has been the subject of public consultation. However, there may be other circumstances such as some types of federations and jointly managed schools that may not require this specific approval.
3. The Agreement sets out the common approaches to issues which may affect the Terms and Conditions of Employment of teachers² arising from:
 - a) The creation of a new school through the amalgamation of two or more existing schools;
 - b) The closure of an existing school;
 - c) The establishment of new models of school governance within an area; and
 - d) The creation of new jointly managed schools.
4. The terms of the Agreement apply to those teachers mentioned in paragraph 1, 2 and 3 who are employed by the affected school or schools at the effective date of the reorganisation.
5. The protections offered under this Agreement refer to continuity of employment within the service generally and do not necessarily imply an undertaking of employment within a specific school or schools.
6. There will be no compulsory redundancy of those teachers who are redeployed under the terms of this Agreement in the two years immediately following the effective date of the reorganisation (See Paragraph 9).

¹ The date on which this Agreement came into force through the Teachers’ Negotiating Committee (TNC).

² Including Principals and Vice principals and including any permanent teachers who may be on leave, career break, secondment or absent from school.

Continuous Employment

7. Previous continuous employment with the school(s) affected by a reorganisation will count as part of the period of continuous employment and the employment rights of transferred staff will not be diminished.
8. This period of continuous employment will establish the qualifying service for the calculation of sick pay entitlement, severance and maternity leave.

Commitment to Protection

9. It is intended that there should be no compulsory redundancy of any teacher in an affected school in the two years immediately following the effective date of any reorganisation.
10. All teachers who are successfully redeployed under the terms of this Agreement shall be guaranteed employment and have their continuity of service protected for a minimum of two full academic years from the 1st day of September following the effective date of the reorganisation. This protection will travel with the teacher to any further redeployment in that two year period.
11. In seeking to achieve the widest possible chance of redeployment, teachers whose posts are surplus to requirements as a result of a reorganisation, will be offered redeployment into an amalgamating school, or alternatively the opportunity to be redeployed to a neighbouring or other reasonably placed school with suitable vacancies and/or transfer volunteers. Thereafter, consideration will be given to redeploying teachers to other suitable and reasonable employment within the education service but not necessarily within a single school setting.
12. Where all other redeployment opportunities have been exhausted (duly considered and found to be unsuitable) the relevant Employing Authority/Employer will enter into discussions with the teacher and/or the teacher's representative regarding a reasonable resolution.

Circumstances in which Voluntary Redundancy may be considered

13. Only where it is determined that there will be a surplus of teachers immediately following the effective date of the reorganisation, the Boards of Governors of the

existing school or schools may consider applications for Voluntary Severance. Any such determinations will be made in accordance with the agreed methods for objective redundancy selection.

14. In the event where there might be more volunteers than are required, Boards of Governors may consider approving additional voluntary redundancies subject to, in the first instance, protecting the delivery of the full curriculum provision. The Board of Governors can consider the redeployment of teachers who would otherwise be subject to compulsory redundancy elsewhere. That is, where there is any potential for a shortfall in the required complement arising from consideration of applications for voluntary redundancy, these shortfalls could only be filled using teachers who have been declared redundant in other schools.
15. There will be no compulsory redundancy for those teachers who might elect to transfer voluntarily to another school, not involved in the reorganisation, in the two years immediately following the effective date of the reorganisation.
16. Teachers wishing to be considered for voluntary redundancy should indicate this in writing to their current Board of Governors. (Normally at least 5 months before the date of the proposed change.)
17. Any teacher who informs a new Board of Governor that s/he wishes to be considered for voluntary redundancy after the agreed date will receive the same considerations but will be required to waive their entitlement to the agreed notice periods in the event that s/he is subsequently declared redundant.
18. Any such teacher will be entitled to the normal redundancy arrangements including severance payment and, if appropriate, pension benefits as determined by the Department of Education for Northern Ireland, provided he/she does not secure another teaching post/suitable alternative employment within the education service on or before the effective date of the reorganisation or within one calendar month of the effective date. Such redundancy may, at the discretion of the Compensating Authority, be accompanied by a premature retirement settlement.
19. The Employing Authority shall, in the case of any teacher who accepts suitable alternative employment and who subsequently makes a claim for redundancy payment during the 4 weeks following the date of the reorganisation:-
 - a) Withdraw the offer of employment if such a claim is made;
 - b) Summarily dismiss the teacher if such a claim is made within 4 weeks after the date of the reorganisation;
 - c) Make a payment of redundancy pay, without a settlement for premature retirement.

Redeployment to another School

20. In situations where there are surplus posts in an affected school or schools in the two years immediately following the effective date of the reorganisation, the protection offered under this Agreement will specifically refer to the protection of continuity of employment within the service generally and will not imply an undertaking of employment within a specific school or schools.
21. Any teacher who is transferred under the terms of this Agreement and is subsequently identified as surplus to requirement in their new school in the two years immediately following the effective date of the reorganisation, will be redeployed or transferred to other employment, and will not be subject to compulsory redundancy for the remainder of the 2-year protection period. This shall apply to the balance of the protection for two years from the original date of reorganisation.
22. Where the redeployment of teachers from a reorganisation would lead to a surplus of teachers in the receiving school within the two years following the effective date of the reorganisation on which a teacher is redeployed, it shall be the redeployed teacher(s) who will be considered for a further redeployment. This will apply in all cases, except where there might be teachers from within the school complement who might seek either voluntary redeployment or voluntary severance. Such requests can be facilitated by the Board of Governors taking into consideration the curricular and other needs of the school.
23. Whilst there will be no compulsory redundancy of those teachers who transfer to a new school in the two years immediately following the effective date of the reorganisation, the Board of Governors of the new or receiving school may determine reductions in staffing, where there is a surplus of teachers, on a voluntary basis. Any such determinations will be made in accordance with the agreed methods for objective redundancy selection³.

Re-organisation Allowance

24. Any teachers who held a permanent Teaching Allowance in the year preceding reorganisation and who are redeployed to a new school as a consequence of reorganisation but are not appointed to a post of responsibility in a new school will, through consultation, have their job descriptions reviewed.

³ TNC Circular 2010/1

25. Such teachers, who in a new school suffer a reduction in salary as a result of the reorganisation will be eligible to apply⁴ for a Reorganisation Allowance under the terms of the determination set out in DENI Circular No 2013/17 (Appendix 4).
26. A Reorganisation Allowance shall be payable until such times as the teacher secures a Teaching Allowance of equivalent value or for a maximum of 4 years from the effective date of the change, whichever is the shorter.
27. If at any time following their redeployment to a new school, a teacher in receipt of a Reorganisation Allowance is offered but unreasonably refuses to accept a suitable alternative position within the new school, the Reorganisation Allowance may cease to be payable unless the Department decides otherwise.

Travel and House Removal Expenses

28. A teacher in the new school who has to undertake additional travel or move house as a result of the reorganisation may be eligible for travel and house removal expenses as provided for in Appendix 5.

Review of Agreement

29. The TNC will review this Agreement after two years.

⁴ The terms of a Reorganisation Allowance place responsibility for such application on the Teachers affected.

APPENDIX 1(A)

NAME OF NEW SCHOOL

DECLARATION BY TEACHER

I _____ (Block Capitals) have read and understand the terms of the Agreement between Boards of Governors of (names of schools undergoing reorganisation) and all permanent teachers in relation to the transfer of staff from the Schools to (name of new school), a new school

I accept the terms for transfer to the employment of the new school and agree to be bound thereby.*

I do not accept the terms for transfer for transfer to the employment of any new school and do not wish to take up employment in a new school.*

* Delete as appropriate

Signed by the teacher _____

Date _____

In the presence of Witness _____

Date _____

APPENDIX 1(B)

**VOLUNTARY SEVERANCE:
EXPRESSION OF INTEREST**

I _____ (Block Capitals) have read and understand the terms of the Agreement between the Board of Governors of _____ (name of school undergoing closure) and all permanent teachers in relation to the transfer of staff from that school to another school or position.

I would be grateful if I could be considered in the pool for Voluntary Severance.

Signed by the teacher _____

Date _____

APPENDIX 2

Additional considerations in respect of the creation of a new school through the amalgamation of two or more existing schools

1. Where two or more schools are undergoing rationalisation with a view to the establishment of a new institution, an interim Board of Governors may be formed for the purpose of carrying out all necessary business relating to the new school, including the appointment of teachers. The interim Board of Governors will be made up, as far as possible, of equal representation drawn from the Board of Governors of the schools and shall be representative of the constituent bodies represented on the existing Boards of Governors.
2. With the exception of the provisions outlined in paragraph 4 below, the Interim Board of Governors of the new school must undertake to make up its complement of staff from amongst the permanent teachers of the amalgamating schools, who have been appointed in line with the Employing Authority guidelines and who are employed by the Schools in the year preceding the amalgamation and who accept the terms of this Agreement and have so signed the declaration contained at Appendix 1.

Appointments

3. The Employing Authority and the Interim Board of Governors will be responsible for appointing all teachers required in the new school starting with the most senior posts in accordance with the Employing Authority's approved procedures.
4. Initially, posts will be trawled among the staff of the merging schools. Where no appointment is made as a result of the internal trawl process the post(s) will be externally advertised.
5. Thereafter appointments will be made to the Management Structure by the Interim Board of Governors according to the Management Level of the posts and commencing with the highest value posts. Subsidiary agreement forms will be drawn up to be signed by each teacher appointed under the appropriate procedure.
6. Teachers who held permanent Teaching Allowances in the school(s) undergoing reorganisation shall apply for posts with Teaching Allowances in the new school which are at least equivalent to the level of post they previously held.

Salary Policy and Management Structure

7. The Interim Board of Governors of the new school, in conjunction with the newly appointed Principal, shall be responsible for drawing up a proposed Salary Policy

in accordance with all relevant guidance from the Department of Education and/or Employing Authority detailing the staffing complement and management structure for the new school.

8. A reasonable period of time, normally 10 working days will be allowed for the teachers to consider the Salary Policy and Management Structure. A teacher or teachers wishing to raise any matter regarding these proposals should raise it in writing directly, or through the Trade Union representative(s), to the Interim Board of Governors, within the 10 working days. Teachers who are not members of a teachers' trade union may write directly.
9. If any issue cannot be settled immediately the Interim Board of Governors or its representatives will meet with the officials of the teachers' unions to resolve the issue. A further 5 working days will be allowed for this to occur. Following this the Interim Board of Governors will communicate the final structure to the staff and teachers' unions concerned.
10. Local consultations may be extended through local agreement.

Job Descriptions, Personnel Specifications

11. Job descriptions and Personnel Specifications will be drawn up for each Teaching Allowance and these will be made available to all members of staff and their trade unions. Copies will be sent to all absent teachers.
12. Where possible, Allowances at the same level will be trawled simultaneously.
13. A period of 5 working days will be allowed for any query to be lodged with the Interim Board of Governors. A teacher wishing to raise any matter regarding the job description and / or personnel specification should raise this in writing directly, or through the Trade Union representative, to the Interim Board of Governors, within 5 working days. If any issue cannot be settled immediately the Interim Board of Governors or its representatives will meet with the full-time officials of the teachers unions involved to resolve the issue. A further 5 working days will be allowed for this to occur. Following this the Interim Board of Governors will communicate its final decision to the staff and the trade unions concerned.

SCHOOL NAME

TEACHERS' AGREEMENT – SUBSIDIARY AGREEMENT
(To be completed in duplicate)

School: _____

Allowance Title & Level: _____

In addition to the duties outlined in the Pay and Conditions of Service Agreement, Regulations 1987, No 267, Reg 5, the Board of Governors of the above school intend to allocate you a Teaching Allowance TA (____) for the execution of the duties below:

Should you voluntarily relinquish these duties you will, if the Board of Governors so determines, cease to be remunerated on the scale point appropriate to the above appointment.

In the event of these duties not being performed satisfactorily the matter may be dealt with in accordance with the relevant Competency or Disciplinary Procedures. The resultant action may include removal of the above management allowances.

If you accept these conditions, please indicate your acceptance by signing one copy of this agreement in the space provided and returning it to me.

Signed: _____
(On half of the Board of Governors)

Date: _____

I agree to undertake these additional duties on the conditions specified below:

Signed: _____
Name: _____
Date: _____

For Employing Authority Only

Signed: _____

Date: _____

APPENDIX 4

SUBJECT:

CIRCULAR NUMBER:

DE 2013/17

REORGANISATION ALLOWANCE

DATE OF ISSUE:

July 2013

AUDIENCE:

- Principals, Vice-Principals and Teachers in Grant-aided Schools;
- Boards of Governors of Grant-aided Schools;
- Education and Library Boards;
- Council for Catholic Maintained Schools;
- Comhairle na Gaelscolaíochta;
- Northern Ireland Council for Integrated Education;
- Governing Bodies Association;
- Teachers' Unions.

SUMMARY OF CONTENTS:

The attached Determination gives effect in law to new arrangements for payment of a Reorganisation Allowance.

ENQUIRIES:

Any enquiries about the contents of this Circular should be addressed to the relevant employing authority.

STATUS OF CONTENTS:

Action by Boards of Governors and
Employing Authorities.

Information for Principals, Vice-
Principals and Teachers

RELATED DOCUMENTS:

SUPERSEDED DOCUMENTS:

Circular 1996/1

EXPIRY DATE:

Not applicable

DE WEBSITE:

This Circular is available on
<http://www.deni.gov.uk>

TEL: 028 9127 9279

FAX: 028 9127 9100

DETERMINATION - REORGANISATION ALLOWANCE

1. In accordance with the provisions of Article 69 (1) and (6) of the Education and Libraries (Northern Ireland) Order 1986, the Department of Education hereby makes a determination having effect from 1 September 2013 that a reorganisation allowance is payable as set out below.

2. For the purpose of this determination:-

“actual salary” means, where a teacher is employed on a full-time or part-time basis as a permanent teacher in a grant aided school or as a permanent peripatetic teacher, the rates of salary and allowances payable to that teacher as determined by the Department.

“allowance” means an allowance payable as determined by the Department in accordance with the provisions of Article 69 (1) and (6) of the Education and Libraries (Northern Ireland) Order 1986 which includes:-

- Teaching Allowance – payable to a teacher assuming additional responsibilities;
- Recruitment & Retention Allowance – payable to a teacher who is employed to teach subjects in which there is a shortage of teachers or in a post which is difficult to fill; and
- Temporary or Acting Allowance – payable to a teacher on a temporary or fixed-term basis assuming additional responsibilities which are not permanent.

“Department” means the Department of Education;

“emoluments” means salary and allowances;

“employing authority” has the same meaning as in Article 69(5) of the Education and Libraries (Northern Ireland) Order 1986;

“notional salary” means the rates of emoluments which a teacher would have received from time to time if he had continued to be employed in the post which he held immediately before the date of reorganisation and if the reduction in his emoluments had not taken place.

“relevant body” means the Board of Governors in a school with a delegated budget and the Employing Authority in a school without a delegated budget.

“reorganisation” means rearrangement of educational facilities including the closure of a school carried out with the approval of the Department by an education and library board or by the managers of a school;

“salary” means salary payable as determined by the Department in accordance with the provisions of Article 69 (1) and (6) of the Education and Libraries (Northern Ireland) Order 1986.

“teacher” means a person who at the date of reorganisation was employed as a permanent teacher in a grant aided school or as a permanent peripatetic teacher.

3. Where a teacher suffers a reduction in the rate of his emoluments and the Department is satisfied that such reduction has been directly caused by reorganisation he shall, while he continues to be employed as a permanent teacher in a grant aided school or as a permanent peripatetic teacher, and subject to and in accordance with this determination be paid an allowance to be known as a reorganisation allowance.
4. A teacher who suffers a reduction in the rate of his emoluments may, within one year from the appropriate date as defined in paragraph 5 or within such longer period as the Department may determine, apply to the Department for a reorganisation allowance.
5. Where on application being made to it in accordance with paragraph 4 the Department is satisfied that a teacher has suffered a reduction in the rate of his emoluments as a direct result of reorganisation it shall determine the date (in this determination referred to as “the date of reorganisation”) on which such reorganisation took place and the date (“the appropriate date”) on which the reduction in the rate of the emoluments of that teacher took place.
6. Subject to paragraphs 9 and 10 the rate of reorganisation allowance payable in respect of any period to a teacher shall be the amount by which his notional salary in respect of that period exceeds his actual salary in respect of that period.
7. Where, as a result of reorganisation, a teacher is in receipt of a reorganisation allowance and subsequently receives a redundancy payment under the Employment Rights (Northern Ireland) Order 1996, the amount of reorganisation allowance payable to him in accordance with paragraph 6 shall be reduced by the amount of the redundancy payment up to the full amount of the reorganisation allowance.
8. Where the notional salary includes:-
 - a) an amount based on a teaching allowance awarded on a temporary basis it shall only be included in the notional salary for the period of that award;
 - b) an amount based on a recruitment and retention allowance it shall only be included in the notional salary until the second 1st September following the date on which that allowance was awarded;
 - c) a temporary or acting allowance it shall only be included in the notional salary for the period of that award or, where no period is specified, until the date of reorganisation.
9. A teacher shall not be entitled to a reorganisation allowance where the post which he occupied immediately before the date of reorganisation was a post to which he was appointed for a fixed period unless he has held that post for a continuous period of not less than two years immediately before that date.
10. A teacher shall not be entitled to a reorganisation allowance unless immediately after the date of reorganisation he remains in employment as a teacher or within a period of three months from the date of reorganisation or within such longer period as may be approved by

the Department is re-employed as a permanent teacher in a grant aided school or as a permanent peripatetic teacher.

11. A reorganisation allowance payable to a teacher in any post shall cease to be payable if he voluntarily relinquishes that post to take up employment as a teacher or as a temporary teacher in a post for which the rates of actual salary are less than those for the relinquished post.
12. A reorganisation allowance payable to a teacher shall cease to be payable if his actual salary shall at any time be equal to or exceed his notional salary, and unless the Department decides otherwise shall not thereafter again become payable by reason of the fact that his actual salary is not equal to or does not exceed his notional salary.
13. A reorganisation allowance payable to a teacher in any post shall, unless the Department decides otherwise, cease to be payable if at any time the teacher is offered but refuses to accept an alternative post in respect of which the rate of emoluments payable would be not less than his notional salary.
14. Where a teacher is in receipt of a reorganisation allowance, the relevant body must review the teacher's assigned duties and through consultation allocate such additional duties to the teacher as it considers appropriate and commensurate with the sum of the re-organisation allowance, for as long as the teacher continues to be paid the reorganisation allowance. Unless the Department decides otherwise a teacher must not be paid the reorganisation allowance if the teacher refuses to carry out such additional duties.
15. Where a relevant body has determined that a reorganisation allowance should cease in accordance with paragraph 13 or paragraph 14, it shall give the teacher at least one month's prior written notice of such cessation.
16. Subject to paragraph 17 a reorganisation allowance shall be paid from the appropriate date and at the same time as salary.
17. Where under the provisions of paragraph 4 the Department determines that an application for reorganisation allowance may be made more than one year after the appropriate date, any reorganisation allowance payable on foot of that application shall be payable from a date not earlier than the date on which the application is received by the Department.
18. A reorganisation allowance shall cease to be payable on the fourth anniversary of the appropriate date.
19. In the case of a teacher who was in receipt of a reorganisation allowance on 1 September 2013, the reorganisation allowance shall cease to be payable on 1 September 2017.
20. All questions arising under this determination shall be determined by the Department.
21. This determination supersedes the determination made in Circular 1996/1.

TRAVEL AND HOUSE REMOVAL EXPENSES

Travelling Expenses

1. Where as a result of a school reorganisation, a teacher incurs excess travelling costs between his/her normal place of residence and his/her new school such costs will be reimbursed by the appropriate Authority at the public transport rate for a period of up to 2 years. Alternatively, when it is mutually agreed that daily travel would be unreasonable it will be open to both parties to agree appropriate lodging allowance for the same period.
2. Similarly, where a teacher incurs excess travelling costs between schools sites as a consequence of performing their new duties following a school reorganisation, such costs will be reimbursed at the public transport rate for a period of up to 2 years.

House Removal Expenses

3. Where as a result of the reorganisation a teacher who is a householder, would be involved in a single journey of not less than 20 additional miles from his/her normal place of residence the following provisions will apply.
4. In order to benefit from these provisions, a teacher must move his/her household nearer to the new school within a period not exceeding 2 years from the date of amalgamation.
5. Where it is necessary for a teacher to visit his/her new place of employment to find accommodation, his/her Board of Governors at that time may grant: -
 - a) up to a maximum of 3 days' paid leave where necessary; and
 - b) second class travelling or current car mileage allowance, plus subsistence allowance in respect of the teacher and spouse/ partner if he/she accompanies him/her.
6. Where both the teacher and his/her spouse/partner or other family member are teachers in the amalgamating schools only one set of expenses, detailed at paragraphs 6, 7 and 8 below, will be reimbursed.
7. Removal expenses: A teacher will be reimbursed the following expenses where necessarily and actually incurred:-

- a) Costs of removal of furniture and effects from his/her old home to new, including insurance of goods in transit - reimbursement to be equal to the amount of the lower of 2 competitive tenders.
 - b) Any cost of storage of furniture and effects for a period not exceeding one year where a permanent move cannot be made immediately - reimbursement to be equal to the amount of the lower of 2 competitive tenders.
8. Legal and other fees connected with the sale and purchase of house or any unsuccessful bona fida attempt to purchase.
- a) A teacher who has to sell his/her house will be reimbursed the legal, house agent's and mortgage redemption fees necessarily incurred in the purchase, up to approved maxima in each case.
 - b) A teacher who having sold his/her house buys another house will be reimbursed the legal, mortgage and survey fees necessarily incurred in the purchase, up to approved maxima in each case.
 - c) Where house agents or auctioneers are not engaged, a teacher will be reimbursed the actual advertising costs incurred up to an approved maximum.
 - d) The maximum sums to be reimbursed under (i) to (iii) above will be equal to those which pertain to officers employed by the Employing Authority.
9. Disturbance and/or settling-in allowance: an ex-gratia payment may be made in respect of excessive and unforeseen expenses in connection with moving house.

Movement of Premises

1. Under the terms of DE Circular 2005/08, schools have the discretion to close for up to 5 days per year (optional closures). Optional days are intended to cover closings throughout the year in special circumstances, including the need to move premises. School authorities are therefore expected to hold a number of optional days in reserve for such purposes and may use any unused days by earlier closing at the end of the summer term.
2. The Department may award exceptional closure (EC) days if the school has already used some of its allocated 5 optional days and still requires more time in specific circumstances, for example to carry out a move to different premises. The Department would normally expect schools to have used at least 2-3 optional days to meet these circumstances before requesting EC day(s).
3. Schools should apply in writing to the Department's School Administration Branch requesting permission for any exceptional closure days, together with detailed background information about the need for an EC and give as much prior notice as possible for requests to be considered (see DE Circular 2005/08).