



## **CCMS Circular 2008 / 05**

**August 2008**

### **Collective Agreement (TNC 2007/3)**

COUNCIL FOR CATHOLIC MAINTAINED SCHOOLS

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#### **Target Audience:**

- Chairs of Boards of Governors of Catholic Maintained Schools
- Principals of Catholic Maintained Schools

#### **Summary of Contents:**

Outlines arrangements when two or more schools are undergoing rationalisation.

#### **Enquiries:**

Enquiries regarding this circular should be referred to:

Diocesan Education Offices

Armagh                      028 8775 2116

Clogher                      028 6632 2709

Derry                        028 7126 1931

Down and Connor      028 9032 7875

Dromore                    028 3026 2423

#### **Related Documents:**

DE 1996/1  
DE 2005/08

#### **Superseded Documents:**

TNC 1999/4

#### **Expiry Date:**



CCMS Circular 2008 / 05

### **Collective Agreement (TNC 2007/3)**

Please find attached a copy of TNC Circular 2007/3 which sets out the arrangements for the transfer of all teaching staff to a new school following a rationalisation which may have involved two or more schools in an area.

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.

Whilst the Collective Agreement will only be employed in a localised context and in situations where there has been a Ministerial decision to rationalise local provision within an area, it would be important for you to draw the new document to the attention of your teachers.

Please feel free to contact your local Diocesan Office if you have any queries related to the provisions of the Agreements.

Yours sincerely

**LA'VERNE MONTGOMERY**  
**HEAD OF HUMAN RESOURCES AND CORPORATE SERVICES**

## **COLLECTIVE AGREEMENT (hereinafter called “the Agreement”)**

1. This Agreement made the ( ) day of ( ) 20( )<sup>1</sup> has been drawn up by the Boards of Governors of (names of schools undergoing rationalisation) (hereinafter called “the Schools”) after negotiation with the recognised teachers’ unions in pursuance of the principle of fair and equal treatment of all permanent teachers<sup>2</sup> in relation to the transfer of staff from the Schools to (name of new school) (hereinafter called “the new school”).

2. 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<sup>3</sup>.

3. The Employing Authority and the Interim Board of Governors of the new school undertake to offer employment to all teachers<sup>4</sup> 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 on the following terms:-

### **3.1 Continuous Employment**

3.1.1 The Employing Authority and the Board of Governors of the new school accept that previous continuous employment with the Schools will count as part of the period of continuous employment with the new school and that the employment rights of transferred staff will not be diminished. This period of continuous employment will establish:-

- a) the length of service in the new school for all transferred staff, and
- b) the qualifying service for the calculation of sick pay entitlement and maternity leave.

### **3.2 Maternity, Paternity and Adoptive Leave**

3.2.1 The provisions of the relevant Maternity, Paternity and Adoptive Leave schemes and the maternity provisions of the Employment Rights (NI) Order 1996, as amended will apply.

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<sup>1</sup> The date of Agreement should leave adequate time for all teachers to be consulted and leaving time for statutory notice periods of up to four months to be observed.

<sup>2</sup> Including Principals and Vice-Principals

<sup>3</sup> The interim Board of Governors should comprise representation from the Trustee / Transferor appointees, DE appointees, Board appointees, and the elected teacher and parent representatives.

<sup>4</sup> Temporary teachers, whose contract of employment would naturally expire on a date preceding the date of rationalisation, shall not be included.

### **3.3 Compulsory Redundancy**

3.3.1 There will be no compulsory redundancy of those teachers who transfer to the new school in the two years immediately following the date of the amalgamation.

### **3.4 Voluntary Redundancy**

3.4.1 Where the Interim Board of Governors determines that there is a surplus of teachers to that required by the new school, the existing Boards of Governors may consider applications for premature retirement through Voluntary Redundancy provided that in so doing the new school will be able to deliver its full curriculum provision. Any such determinations will be made in accordance with the agreed methods for Redundancy Selection.

3.4.2 Teachers wishing to be considered for voluntary redundancy should indicate this in writing to their current Board of Governors.

3.4.3 Whilst there will be no compulsory redundancy of those teachers who transfer to the new school in the two years immediately following the date of the amalgamation, the Board of Governors of the new school may determine reductions in staffing, where there remains a surplus of teachers, on a voluntary basis. Any such determinations will be made in accordance with the agreed methods for Redundancy Selection.

### **3.5 Structural Voluntary Redundancy**

3.5.1 The Interim Board of Governors may determine structural redundancies on a voluntary basis where there is clearly a surplus of teachers at particular management levels which would otherwise lead to the unnecessary protection of salaries.

### **3.6 Salary Policy and Management Structure**

3.6.1 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 detailing the staffing complement and management structure for the new school.

3.6.2 A reasonable period of time, normally 10 working days<sup>5</sup> will be allowed for the teachers to consider the Salary Policy and Management Structure. A teacher or teachers<sup>6</sup> wishing to raise any matter regarding these proposals may channel this through the Trade Union representative(s), who will write to the Interim Board of Governors, within the 10 working days.

3.6.3 If any issue cannot be settled immediately the Interim Board of Governors or its representatives will meet with the officials of the teachers'

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<sup>5</sup> Consultation periods may be varied by extension through local agreement.

<sup>6</sup> Teachers who are not members of a teachers' union may write directly to the interim Board of Governors.

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.

### **3.7 Appointments**

3.7.1 The Employing Authority and the Interim Board of Governors will be responsible for appointing the Principal (and Vice Principal(s))<sup>7</sup> of the new school in accordance with the appropriate agreed procedures<sup>8</sup>.

3.7.2 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.

3.7.3 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.

### **3.8 Job Descriptions, Personnel Specifications**

3.8.1 Job descriptions and Personnel Specifications will be drawn up for each post and displayed on the teaching staff notice board of the Schools. Copies will be sent to all absent teachers and made available to any teacher on application to the secretary of the Interim Board of Governors.

3.8.2 Posts at the same level will be trawled simultaneously.

3.8.3 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 through the Trade Union representative who will write directly to the Interim Board of Governors, within 5 working days.<sup>9</sup> 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.

### **3.9 Terms and Conditions of Employment**

3.9.1 All teachers in the new school will be allocated duties/responsibilities in accordance with the provisions of the Teachers' (Terms and Conditions of Employment) Regulation (NI) 1987, as amended.

3.9.2 Subsidiary agreement forms will be drawn up to be signed by each teacher appointed under the appointments procedure.

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<sup>7</sup> In the case of Catholic Maintained Schools.

<sup>8</sup> The agreed Schemes for the appointment of teachers, principals and Vice-Principals.

<sup>9</sup> Teachers who are not members of a teachers' union may write directly to the interim Board of Governors.

### **3.10 Re-organisation Allowance**

3.10.1 Teachers who held permanent posts of responsibility in the schools undergoing reorganisation shall apply for posts of responsibility in the new school which are at least equivalent to the level of post they held.

3.10.2 Where such teachers are not appointed to a post of responsibility their job descriptions will be reviewed in accordance with the provision of paragraph 3.9.1.

3.10.3 Such teachers in the new school who suffer a reduction in salary as a result of the reorganisation will be eligible to apply for a re-organisation allowance under the terms of the determination set out in DENI Circular No 1996/1<sup>10</sup>.

3.10.4 If at any time following the date of rationalisation, a teacher in receipt of a reorganisation allowance is offered but unreasonably refuses to accept an alternative position within the new structure, the reorganisation allowance may cease to be payable unless the Department decides otherwise<sup>11</sup>.

### **3.11 Travel and House Removal Expenses**

3.11.1 A teacher in the new school who has to undertake additional travel or move house as a result of the amalgamation may be eligible for travel and house removal expenses as provided for in Schedule 2.

### **3.12 Movement of Premises**

3.12.1 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. 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). 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).

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<sup>10</sup> The terms of this circular place the responsibility for such applications on individual teachers effected.

<sup>11</sup> Paragraph 16, DE Circular 1996/1.

#### 4. REDUNDANCY

4.1 The Board of Governors of each of the schools will, in the case of any permanent teacher who does not accept the terms of the Agreement and/or who does not wish to take up employment in the new school and who so informs<sup>12</sup> the Board of Governors of the schools by (            agreed date at least 5 months before the date of rationalisation), declare him/her redundant, provided there is no suitable post available to him/her in the new school.

4.2 Any teacher who so informs the Interim Board of Governors after the agreed date will receive the same considerations but will be required waive their rights to the agreed notice periods in the event that they are subsequently declared redundant.

4.3 Such teacher shall have applied the normal redundancy arrangements including redundancy 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. Such redundancy may, at the discretion of the employing authority, be accompanied by a premature retirement settlement.

4.4 The Employing Authority shall, in the case of any teacher who accepts employment under paragraph 3 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 amalgamation
- c) make a payment of redundancy pay, without a settlement for premature retirement.

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<sup>12</sup> Indicated by completion of Schedule 1.

## SCHEDULE 1

### 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 rationalisation) and all permanent teachers in relation to the transfer of staff from the Schools to (name of new school).

1. *I accept the terms for transfer to the employment of the new school and agree to be bound thereby.\**
2. *I do not accept the terms for transfer for transfer to the employment of the new school and do not wish to take up employment in the new school.\**

\* Delete as appropriate

Signed by the teacher \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witness \_\_\_\_\_

Date \_\_\_\_\_

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## SCHEDULE 2

### TRAVEL AND HOUSE REMOVAL EXPENSES

#### 1. Travelling Expenses

Where as a result of the amalgamation 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 Employing 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. House Removal Expenses

2.1 Where as a result of the amalgamation 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.

2.2 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.

2.3 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.

2.4 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 2.5, 2.6 and 2.7 below, will be reimbursed.

2.5 Removal expenses: A teacher will be reimbursed the following expenses where necessarily and actually incurred:-

- (i) 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.
- (ii) 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.

2.6 Legal and other fees connected with the sale and purchase of house or any unsuccessful bona fida attempt to purchase.

- (i) 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.
- (ii) 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.
- (iii) Where house agents or auctioneers are not engaged, a teacher will be reimbursed the actual advertising costs incurred up to an approved maximum.
- (iv) 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.

2.7 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.