

JOINT NEGOTIATING COUNCIL EDUCATION AUTHORITY

18 March 2016

To JNC Council Members
MSO/TUSO
Regional Managing Directors

Joint Negotiating Council Circular No. 224

COLLECTIVE AGREEMENT FOR SCHOOL REORGANISATIONS (CLOSURES, MERGERS AND AMALGAMATIONS) : EMPLOYMENT PROTECTIONS FOR SUPPORT STAFF

The Joint Secretaries of the Joint Negotiating Council have agreed a range of options available to support staff in the event of a school closure, merger or amalgamation, including employment protection, (*for a period of one year, after which it will be reviewed*) redeployment, pro-rata compensation for accepting a reduction in hours, temporary variation of contract, transferred redundancy or voluntary severance. Reference Appendix 1 attached.

The effective date of the Agreement is **1 September 2015** and will be for an initial period of one year pending the outcome of the following review.

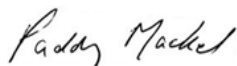
MINISTERIAL REVIEW AFTER THE FIRST YEAR OF OPERATION

In approving the business case for the above agreement the Minister has specifically requested that the protection arrangements be reviewed after the first year of operation to enable the Minister to make a decision regarding the continued implementation of the agreement for staff.

The Agreement will remain extant until the review has been completed and a decision has been made about its future operation.



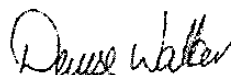
Management Side Secretary [Acting]
R McGreevy



Trade Union Side Secretary
P Mackel



Trade Union Side Secretary
A Speed



Trade Union Side Secretary
D Walker



Trade Union Side Secretary
D Edmont

School Reorganisation (Closures, Mergers and Amalgamations) : Employment Protections for Support Staff

In a school closure/merger/amalgamation the following range of options will be available to support staff where applicable.

1. REDEPLOYMENT

In a school closure/merger/amalgamation situation the Education Authority will facilitate finding suitable alternative employment for all affected school support staff unless or in circumstances where members of staff volunteer for redundancy.

In the event that suitable alternative employment is available and accepted any requirements for travel expenses (excess mileage) will be provided in accordance with the existing arrangement for support staff, if applicable, and time bounded for 4 years.

Support staff in the new school who have 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 2 attached.

In respect of affected school support staff who may be facing compulsory redundancy and who wish to remain in employment, the Education Authority will agree to:-

- (a) **Stage 1**
Formalise an internal Clearing House taking into account mobility, salary, etc; and
- (b) **Stage 2**
On foot of the expressed preference of the individual staff member, engage in collaboration across the EA aimed at securing re-deployment where possible.

This process will be available to all permanent staff and temporary staff with more than 4 years continuous service.

In the event of an offer of suitable alternative employment being sourced and subsequently being unreasonably refused by an individual staff member, he/she will forfeit his/her right to a redundancy payment. However, if the terms of the alternative position are not the same as those of the current position, the individual staff member will be entitled to a statutory trial period of 4 weeks. If the individual staff member decides during this period that he/she does not want to take the alternative position then he/she will be treated as having been dismissed by reason of redundancy on the date on which his/her current position comes to an end and will be entitled to a redundancy payment subject to normal redundancy criteria being met. Consultation with employees and their Trade Union representatives will take place on a timely basis throughout the period of reorganisation.

Multiple contracts

The redeployment of staff with multiple contracts in a school closure, merger or amalgamation may provide an opportunity to review those contracts where that is possible and appropriate. The employer will consult with the member of staff and the Board of Governors of the school to explore if mutually advantageous agreed adjustments could be made.

2. PRO-RATA COMPENSATION FOR ACCEPTING A REDUCTION IN HOURS

Where a proposed permanent reduction of greater than 10% and less than 50% of a member of staff's contractual hours is being considered in the context of a school closure/merger/amalgamation, a pro-rata compensatory payment for the loss in hours will be available, subject to the written acceptance of the member of staff. The extent of any such reduction in hours would be based on the current and anticipated needs of the school as identified by its Board of Governors. The payment of a pro-rata compensatory payment to a relevant member of staff in consideration for an agreed reduction in hours will constitute an agreed permanent variation of his/her contract of employment and a written statement of change to his/her Statement of Terms and Conditions of Employment will be provided by the employer within one month of the reduction in hours taking effect.

(NOTE: pro-rata compensation for accepting a reduction in hours is payable only in circumstances of a school closure/merger/amalgamation.)

3. TEMPORARY VARIATION OF CONTRACT

The employer and a member of staff may agree in the context of a school closure/merger/amalgamation to a temporary variation of that individual's contract, resulting from a reduction in grade and/or hours of work, with a consequent reduction in corresponding pay. This temporary variation of contract would be reviewable after a period of 12 months at which point the temporary contract would end and if the employer was not in a position to reinstate the original terms, the employee will return to their substantive contract and would be eligible for redundancy under the terms of the substantive contract. Should an employee agree to a temporary variation to contract he/she will not be entitled to a pro-rated compensatory payment for the duration of that contract.

4. TRANSFERRED REDUNDANCY

As noted in paragraph 1 above transferred redundancy will be considered as part of the redeployment process subject to the agreement of the proposed Board of Governors of the new school; the applicable DE/DFP requirements for pay-back being satisfactorily demonstrated and to compliance with the delegated responsibilities of individual Boards of Governors for non-teaching staff appointments in accordance with Article 88 of the Education and Libraries [NI] Order 1986.

5. VOLUNTARY SEVERANCE

Voluntary severance would be available to assist in avoiding a compulsory redundancy and would be subject to funding being made available and the applicable DE/DFP requirements for payback being satisfactorily demonstrated.

6. EMPLOYMENT PROTECTION FOR SUPPORT STAFF FOR A PERIOD OF ONE YEAR

It is intended that there should be no compulsory redundancy of any member of staff in an affected school in the one year, immediately following the effective date of any reorganisation resulting from a school closure/merger/amalgamation which includes those school closures, mergers and amalgamations taking effect as at 31 August 2016. The Agreement will remain extant until the review has been completed and a decision has been made about its future operation.

Support staff 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 one year (one full academic year) from the first day of September following the effective date of the reorganisation. This protection will travel with the member of staff to any further redeployment in that one year period.

7. CONSULTATION

The Education Authority is committed to continuing the existing arrangements that involve engagement and consultation with both staff members and relevant trade unions on proposals regarding any new staffing structures, recognising that the appropriate Boards of Governors have the responsibility to determine the staffing requirements of any new or amalgamated school.

Furthermore, and recognising the Boards of Governors responsibilities in a new or amalgamated school situation there is a requirement to consult and engage with support staff Trade Unions within the context of this School Reorganisation Collective Agreement.

School Reorganisation (Closures, Mergers and Amalgamations) : Employment Protections for Support Staff

TRAVEL AND HOUSE REMOVAL EXPENSES

Travelling Expenses

1. Where, as a result of a school closure, merger or amalgamation, school support staff who incur excess travelling costs between their normal place of residence and their new school, such costs will be reimbursed by the Education Authority/Board of Governors at the public transport rate for a period of up to 4 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 school support staff incur excess travelling costs between school sites as a consequence of performing their new duties following a school closure, merger or amalgamation, such costs will be reimbursed at the public transport rate for a period of up to 4 years.

House Removal Expenses

3. Where, as a result of a school closure, merger or amalgamation, school support staff who are householders, would be involved in a single journey of not less than 20 additional miles from their normal place of residence, the following provisions will apply.
4. In order to benefit from these provisions, school support staff must move their household nearer to the new school within a period not exceeding 3 years from the date of closure, merger or amalgamation.
5. Where it is necessary for school support staff to visit their new place of employment to find accommodation, the Education Authority/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 school support staff and their spouse/partner if they accompany them.

The employing authority shall grant 2 days' paid leave to officers when moving their homes because of reorganisation.

6. Where both the school support staff and their spouse/partner or other family member are employees in the amalgamating schools, only one set of expenses, detailed at paragraphs 7 and 8 below, will be reimbursed.

Removal expenses

7. School support staff will be reimbursed the following expenses where necessarily and actually incurred:-
 - a) Costs of removal of furniture and effects from their 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 fide attempt to purchase.

a) School support staff who have to sell their 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) School support staff 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, school support staff will be reimbursed the actual advertising costs incurred up to an approved maximum.

d) The maximum sums to be reimbursed under a) to c) above will be equal to those which pertain to employees of the Education Authority/Board of Governors.

Disturbance and/or settling-in allowance

9. An ex-gratia payment may be made in respect of excessive and unforeseen expenses in connection with moving house.