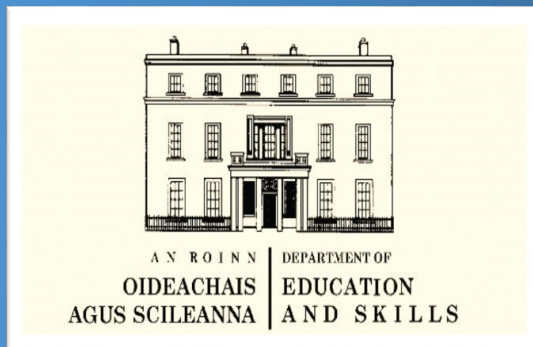


# Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools



Department of Education and Skills

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## INTRODUCTION

TO: THE MANAGERIAL AUTHORITIES OF RECOGNISED PRIMARY, SECONDARY, COMMUNITY AND COMPREHENSIVE SCHOOLS AND THE CHIEF EXECUTIVES OF THE EDUCATION AND TRAINING BOARDS AND ALL REGISTERED TEACHERS EMPLOYED IN RECOGNISED PRIMARY AND POST PRIMARY SCHOOLS

### TERMS & CONDITIONS OF EMPLOYMENT FOR REGISTERED TEACHERS IN RECOGNISED PRIMARY AND POST PRIMARY SCHOOLS

This book has been prepared to fulfil a number of purposes:

- Provide an easy to access reference document for teachers seeking to establish their entitlements
- Support and assist school Managers/Principals in their staff management role and to determine if a teacher's absence is covered by substitution.

This book supersedes all previous circulars, memoranda, rules and regulations in relation to the leave types contained within.

The Minister for Education and Skills directs employers to implement the regulations and procedures as stated for eligible registered teachers employed in approved teaching posts funded by monies provided by the Oireachtas. These procedures apply to teachers who are in receipt of incremental salary under a permanent contract, contract of indefinite duration (CID), or fixed-term contract (e.g. temporary whole-time (TWT), regular part-time (RPT)) as defined in the Protection of Employees (Fixed-Term Work) Act 2003. All teachers must adhere to the agreed terms and conditions as stated.

Please ensure that the contents of this book are brought to the attention of all members of the Board of Management/Education and Training Boards and all teachers in your employment, including those on leave of absence.

Alfie Barrett  
Principal Officer  
Terms and Conditions for Teachers & SNA's  
30 September 2016

Padraig Maloney  
Principal Officer  
Payroll Division  
30 September 2016

## GENERAL PROVISIONS FOR ALL SCHEMES

1. School/ETB Policy on teacher absence including non-statutory leave schemes
  - 1.1. Each employer shall develop and maintain a policy on teacher absences, including non statutory schemes i.e. job-sharing, career breaks, unpaid leave, specific to the needs of the school authority.
  - 1.2. In drawing up this policy, the welfare and educational needs of the pupils shall take precedence over all other considerations.
  - 1.3. This policy shall have due regard to the capacity of the school to meet its obligations to its pupils and may therefore apply a limit to the number of teaching staff that may avail of non-statutory leave schemes at any one time. Employers must consider applications in the context of other non statutory leave and statutory leave and also take into account the availability of an appropriately qualified replacement teacher.
2. Correspondence Address
  - 2.1. The employer will address all necessary correspondence to the teacher at the email/home address last notified. No fault shall lie with the employer in the event that the teacher does not receive such correspondence.
3. Compliance
  - 3.1. All teachers/employers must adhere to the regulations and procedures set out here. Failure to abide with the regulations and procedures will be dealt with under the agreed disciplinary procedures and may lead to the cessation of salary in the case of teachers and/or withdrawal of substitute cover for schools.
  - 3.2. All documentation relating to teacher absences must be retained by the employer with the relevant personnel records. All records should correspond with the data input on the OLCS/relevant ETB System. These records may be selected for inspection by nominated Department officials. In the case of parental leave there is a statutory obligation for the employer to retain these records for a minimum of 8 years.
4. Further Information
  - 4.1. In accordance with the introductory paragraph, the regulations in this book are to be implemented by the employer. All queries should initially be brought to the attention of the employer who may wish to consult with their representative organisation, who may further wish to consult with the Department at the following email address: [teachersna@education.gov.ie](mailto:teachersna@education.gov.ie)

## DEFINITIONS

For the purposes of this book the following terms shall have meanings assigned to them unless the context indicates otherwise:

AB1 Form – means the Department of Social Protection Adoptive Benefit Form.

Adoption Authority of Ireland – means the independent statutory body with responsibility for overseeing the adoption process on behalf of the State.

Adoptive Benefit – means a payment made by the Department of Social Protection to those on adoptive leave who meet the qualifying criteria for the benefit.

Adopting Father – means a male employee in whose care a child has been placed or is to be placed with a view to the making of an adoption order where the adopting mother has died.

Adopting Mother – means a woman in whose care a child (of whom she is not the natural mother) has been placed or is to be placed.

Adopting Parent - the term adopting parent refers to a teacher who is in the process of becoming an adoptive parent and in whose care a child has been placed with a view to making an adoption order.

Adopting Teacher – means adopting mother or sole male adopter.

Appropriately Qualified – means the teacher has qualifications suitable to the post and is registered with the Teaching Council for the sector for which s/he is to be employed.

Back to Back Contract – means a contract which follows immediately from the previous contract with no break in service: e.g. one contract ends on August 31st and a new contract will begin from September 1st of the same year.

Breastfeeding Teacher – means at any time a teacher whose date of confinement was not more than twenty-six weeks earlier, who is breastfeeding and who has so informed the teacher's employer.

Career Break – means Special Leave without pay.

Certificate of Placement – means a document issued by the Adoption Authority of Ireland which states the date of placement, the gender and age of the child being adopted and name and address of the adopting parent(s).

Declaration of Eligibility and Suitability - means a declaration issued by the Adoption Authority of Ireland which states the date of placement, the gender and the age of the child being adopted and the name and address of the adopting parent (s).



Critical Illness Provisions – means that a teacher who becomes incapacitated as a result of a critical illness or serious physical injury may be granted extended paid sick leave in exceptional circumstances.

Disability – means, for the purposes of the Parental Leave Acts, an enduring physical, sensory, mental health or intellectual impairment of the child such that the level of care required for the child is substantially more than the level of care that is generally required for children of the same age who do not have any such impairment.

Dual Look Back – means where, for the calculation of pay, a teacher's sick leave record is initially reviewed over a four year rolling period and then reviewed over a one year rolling period.

DSP – means the Department of Social Protection.

Employer – means an Education and Training Board (ETB) for vocational schools/community colleges and a Board of Management/Manager in the case of primary, voluntary secondary, community and comprehensive schools. The Education Training Board or Board of Management/Manager may delegate as appropriate responsibility for matters set out in this book.

Health and Safety Authority (HSA) – the national body in Ireland with responsibility for securing health and safety at work. It is a state-sponsored body, established under the Safety, Health and Welfare at Work Act 2005.

Host School – means the school to which the teacher is temporarily assigned for the purpose and duration of the job sharing arrangement.

In Loco Parentis – means the teacher applying for parental leave must be either legally responsible for or fulfil the criterion that he or she is actively parenting the child on an on- going basis.

Job Sharing Teacher – means a teacher who is sharing a wholetime post on a 50:50 basis or a teacher who has applied to reduce their hours to 50% of a wholetime post.

Leave Year - means the period 1<sup>st</sup> September to 31<sup>st</sup> August inclusive in each year.

Long-Term Illness – means, for the purposes of the Parental Leave Acts, a long-term illness, the effect of which is that the level of care required for the child is substantially more than the level of care that is generally required for children of the same age who do not have any such long term illness.

Maternity Benefit - means a payment made by the DSP to women who are absent from work on maternity leave and who meet the qualifying criteria for the benefit.

MB10 Form – means the DSP Maternity Benefit Form.

Occupational Health Service (OHS) – means the providers of independent medical advice on occupational health.

On Line Claims System (OLCS) – means the system for recording of absences and input of claims for the payment of substitute and non regular part-time teachers which is currently operating in primary, voluntary secondary, community and comprehensive schools.

Ordinary Illness – means an illness which is not regarded as critical illness.

PSSLS – means the Public Service Sick Leave Scheme.

Replacement Teacher - means an appropriately qualified teacher recruited for the balance of the available hours on a specified purpose (fixed term) contract for the duration of the job sharing agreement.

Recognised School - means a school which is recognised by the Minister for Education and Skills in accordance with Section 10 of the Education Act 1998.

School Year – as defined by the Minister for Education and Skills from time to time currently beginning on 1<sup>st</sup> September and ending on 31<sup>st</sup> August.

Sole Male Adopter – means a male employee, in whose sole care, subject to the approval of the Adoption Authority of Ireland, a child has been placed or is to be placed.

Teacher – means a person registered with the Teaching Council.

Temporary Rehabilitation Remuneration (TRR) – means the remuneration of pay a teacher may be awarded if he or she has exhausted his/her access to paid sick leave.

The Department – means The Department of Education and Skills.

Wholetime Teacher - means a teacher who is contracted for 28 hours 20 minutes per week in a Primary School and 22 hours teaching per week in a Post-Primary School.

## CHAPTER ONE – SICK LEAVE SCHEME

(Should be read in conjunction with the [Introduction](#), [General Provisions for All Schemes](#), and [Definitions](#))

### 1. Sick Leave Scheme

- 1.1 An Occupational Health Strategy is in place as a supportive resource for teachers. The aim of this strategy is to promote the health of teachers in the workplace, with a focus primarily on prevention rather than cure. The Occupational Health Strategy comprises the Employee Assistance and Occupational Health Services for teachers.

The Employee Assistance Service incorporates confidential counselling on issues such as health, relationships, bereavement, stress, conflict, critical incident and trauma. The Occupational Health Service incorporates pre-employment health assessments, sickness absence referrals, assessments of medical fitness for work and ill health retirement assessments.

Additional information on the Employee Assistance and Occupational Health Services may be found on [Occupational Health Strategy](#) page of the department's website.

- 1.2 A period of illness is defined as any period in which a teacher is medically unfit to carry out his/her full duties irrespective of whether the employing school is open for normal business or not.
- 1.3 Sick leave may be granted to a teacher who is unable to perform his/her duties
- because of illness, injury or
  - when absent for the purpose of obtaining health-related services (e.g. Doctor/Dentist) provided such appointments could not have been arranged outside of regular working hours or working days.
- 1.4 The granting of sick leave to a teacher who is ill is intended to provide an adequate opportunity for that teacher to recover from the illness and its effects so that s/he may make an early return to duty without a likelihood of a relapse into illness. Therefore it would be contrary to the express purpose of this scheme, to engage in any activity (e.g. travel abroad, gainful employment or self-employment) which in the opinion of the OHS could be regarded as impeding that teacher's progress to recovery.
- 1.5 The approval of the employer must be sought prior to a teacher travelling abroad while on sick leave. The employer must in turn seek the advice of the OHS before deciding on the matter.



- 1.6 Sick leave periods are calculated retrospectively and include weekends, school closures and days on which a teacher is not timetabled for attendance (e.g. jobsharers), occurring within the period of absence.
- 1.7 A teacher's entitlement to the sick leave provisions outlined here shall cease on the expiry of the contract and that contract not having been renewed.

## **2. Entitlement to Ordinary Illness Provisions**

- 2.1 A teacher who is absent from duty because of personal illness or injury, may be granted paid sick leave of:
- A maximum of 3 months (92 days) on full pay in a year
  - Followed by a maximum of 3 months (91 days) on half pay
  - Subject to a maximum of 6 months (183 days) paid sick leave in a rolling four year period.

## **3. Entitlement to Critical Illness Provisions**

- 3.1 A teacher who becomes incapacitated as a result of a critical illness or serious physical injury may be granted extended paid sick leave, in exceptional circumstances of:
- A maximum of 6 months (183 days) on full pay in a year
  - Followed by a maximum of 6 months (182 days) on half pay
  - Subject to a maximum of 12 months (365 days) paid sick leave in a rolling four year period.
- 3.2 The award of extended sick leave for critical illness or serious physical injury is a decision for the employer following receipt of medical advice from the OHS.
- 3.3 If a teacher has an ordinary illness within a 12 month period of the start date of the granting of a critical illness, the critical illness provisions will apply.
- 3.4 Further information on the critical illness application, referral and appeal processes are available in the [Occupational Health Service Standard Operating Procedures](#) manual.

#### **4. Transitional Arrangements for the Awarding of Extended Sick Pay in Exceptional Circumstances**

4.1 In order to avoid a situation where a teacher may exhaust their access to paid sick leave as a result of a serious illness occurring in the 4 years service prior to the introduction of the Public Service Sick Leave Scheme (PSSLS) a transitional arrangement has been introduced. Accordingly, extended sick pay may be granted in respect of a current sick absence where a teacher had a serious illness commencing within the 4 years service prior to 1 September 2014. There is no requirement that the current absence, which commenced on or after 1 September 2014, must relate to the serious illness.

4.2 As Critical Illness Provisions outlined in Paragraph 3 (above) did not exist prior to 1 September 2014, any illness/injury which occurred prior to this date cannot be classified as a critical illness for the purpose of access to extended sick leave.

However, employers can use discretion to award extended sick pay under the Critical Illness Provisions if appropriate, for a certified absence which occurs after 1 September 2014 on the basis that a teacher previously had a serious illness that meets the following criteria:

- a) the serious illness commenced within the 4 year service period prior to 1 September 2014 and
- b) commenced within a period of 4 years service before the commencement of the current absence and
- c) referral to the OHS is made in accordance with the OHS Standard Operating Procedures.

4.3 It is expected that this transitional arrangement will only be used in exceptional circumstances. In cases where management discretion is exercised, access to paid sick leave will still be subject to the maximum CIP limits provided for in the Public Service Sick Leave Scheme.

4.4 The Department of Public Expenditure and Reform has indicated its intention to conduct a review of the sick leave regulations. Accordingly, if extended sick pay is awarded under this transitional arrangement, the following information must be recorded by employers and made available in the context of the review:

- Start date of the current illness/injury
- Start date of the previous certified serious illness

While it is not obligatory to state the nature of the illness on a medical certificate, failure to include this information may lead to difficulties in considering whether access to the Critical Illness Provisions can be granted.

## **5. Temporary Rehabilitation Remuneration (TRR)**

5.1 Where the relevant period of paid sick leave has been exhausted, a teacher with a minimum of 5 years' service (in a pensionable position either in a wholetime or part-time capacity) at the end of the period of paid sick leave may be granted TRR subject to certain conditions. TRR will be calculated on

- pensionable pay, and
- paid pensionable service accrued in the employment at the time paid sick leave was exhausted, together with the added years which would be awarded if ill health retirement were granted.

The amount of TRR paid should not be taken as an accurate reflection of what the member may receive at retirement as the circumstances may be different.

5.2 The period during which TRR is paid is not a period of pensionable service.

5.3 The granting of TRR will be conditional at all times on the OHS confirming that there is a reasonable prospect of recovery and return to work. The OHS will indicate at the 28 day referral stage whether there is a reasonable prospect of a teacher's recovery and return to work. Where the OHS advise that in their opinion there is no prospect of recovery and return to work

- in the case of schools employing teachers and being paid directly by the Department, the employer must notify the Department immediately and take such timely action as it deems appropriate including but not limited to termination of the contract of employment.
- in the case of ETBs, Management should take such timely action as it deems appropriate including but not limited to termination of the contract of employment.

5.4 TRR will not exceed 18 months (548 days) in the case of ordinary illness.

5.5 In the case of a teacher who has been granted extended sick pay under the critical illness provisions, he/she may have access to 12 months (365 days) TRR followed by a further period of TRR not exceeding 24 months (730 days). This further period of TRR is subject to six monthly reviews by the OHS.

## **6. Entitlement to Unpaid Sick Leave**

- 6.1 A teacher who, on having exhausted the maximum period of paid sick leave (and does not qualify for TRR) is still medically unfit to resume duty and wishes to retain his/her position in the school/scheme must notify the employer of his/her intention to avail of a period of unpaid sick leave within which he/she may resume teaching if certified as fit to do so. This period of unpaid sick leave shall not normally exceed the TRR limits set out in Paragraph 5.
- 6.2 A teacher must exhaust his/her period of paid sick leave before he/she can apply for unpaid sick leave. The granting of a period of unpaid sick leave is subject to continued submission on a regular basis (max 3 months) of acceptable medical certification to the employer.
- 6.3 Prior to the expiration of unpaid sick leave, employers must seek the advice of the OHS on the teacher's prospect of recovery and return to work. Where a return to duty is not deemed viable, the employer shall take such timely action as it deems appropriate including but not limited to termination of the contract of employment.

## **7. Dual Look Back**

- 7.1 To calculate a teacher's appropriate rate of pay when absent as a result of illness or injury there will be a dual look back system as follows:

### Ordinary Illness

- Step 1 : Determine whether the teacher has access to paid sick leave

The teacher's sick leave is reviewed over the 4 year period from the current date of absence. If 6 months (183 days) paid sick leave has not been exhausted over that 4 year period, access may be granted to paid sick leave.

- Step 2 : Determine whether full pay, half pay or TRR applies

If Step 1 indicates that the teacher has access to paid sick leave, his/her sick leave record is then reviewed over the 1 year period from the current date of absence to determine the rate at which sick leave may be paid. If the initial 3 months (92 day) limit at full pay has not been exhausted, full pay may be awarded until the limit of 3 months (92 days). Thereafter, the amount paid will be calculated based on half pay or TRR, as appropriate.



## Critical Illness

- Step 1 : Determine whether the teacher has access to paid sick leave

The teacher's sick leave is reviewed over the 4 year period from the current date of absence. If 12 months (365 days) paid sick leave has not been exhausted over that 4 year period, access may be granted to paid sick leave.

- Step 2 : Determine whether full pay, half pay or TRR applies

If Step 1 indicates that the teacher has access to paid sick leave, his/her sick leave record is then reviewed over the 1 year period from the current date of absence to determine the rate at which sick leave may be paid. If the initial 6 months (183 day) limit at full pay has not been exhausted, full pay may be awarded until the limit of 6 months (183 days). Thereafter, the amount paid will be calculated based on half pay or TRR, as appropriate.

- 7.2 The scenarios set out at [Appendix A](#) of this chapter illustrate how the dual look back arrangement will operate.

## **8. Transitional Arrangements prior to September 2014 under the terms of 60/2010**

- 8.1 Where a teacher has commenced a period of sick leave prior to 1 September 2014 and sick leave continues on and after that date, he/she will continue to avail of the pre SI 124 of 2014 sick leave arrangements for that absence i.e. a maximum of 365 days of paid sick leave in a rolling 4 year period. Following a resumption of duties, any subsequent sick leave absence will be dealt with under the terms of the sick leave scheme as outlined in the Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools.

## **9. Treatment of previous periods of sick leave under the new Scheme**

- 9.1 As has always been the case, sick leave records will continue to be reviewed over a rolling 4 year period. That means that where a teacher has a sick absence on or after 1 September 2014 and has been paid more than 183 days sick leave in a rolling 4 year period, that teacher may find, him/herself moving immediately to half pay or TRR, as appropriate.

## **10. Self Certified Sick Leave**

- 10.1 The maximum number of self certified sick leave days allowable in any rolling period of 2 consecutive years of teaching service counting backwards from the latest self certified sick leave absence is 7. Any self certified sick leave absence in excess of the maximum 7 days provided for under this paragraph will be unpaid and may be dealt with under the agreed disciplinary procedures.
- 10.2 Payment for self certified sick leave may be modified or withdrawn, following due process, in cases where absences are unduly frequent or the maximum number of days is regularly approached or taken year after year.
- 10.3 A teacher shall not avail of a period of self certified sick leave immediately after certified sick leave.

## **11. Certified Sick Leave**

- 11.1 Where a teacher is absent on continuous sick leave of more than the authorised number of days set out in [Appendix B](#) of this chapter, a medical certificate is required.

Should a teacher fail to provide a medical certificate to the employer in respect of an absence on sick leave in accordance with the scheme, the employer should contact the teacher to advise that if s/he fails to submit the required medical certification, the employer, following due process, shall record the leave as a period of unapproved sick leave and payment to the teacher will be withdrawn pending a return to duty or compliance with the scheme and may be dealt with under the agreed disciplinary procedures.

- 11.2 To be acceptable, a medical certificate must

- be signed by a duly qualified medical practitioner registered with the Irish/UK Medical Council/Dental Council of Ireland. In exceptional circumstances medical certificates may be accepted from overseas medical practitioners, such as where a teacher becomes ill abroad or is receiving a recognised medical treatment unavailable in Ireland. The advice of the OHS must be sought in such circumstances.
- normally cover a period of or no more than one week. However, certification for periods of up to one month may be permitted at the discretion of the employer.
- state fitness to work or otherwise

11.3 While it is not obligatory to state the nature of the illness on a medical certificate, failure to include this information may lead to difficulties if seeking to have the absence discounted e.g. discounting of a school closure.

11.4 Employers must safeguard the confidentiality of all information relating to the sick leave records of individual teachers and this applies in particular to medical certificates.

## **12. Notification and Recording of Sick Leave**

12.1 Any teacher who is absent due to illness must notify, or make suitable arrangements to notify, the employer as early as possible on the first day of the absence. The teacher should, where possible, indicate the likely duration of the absence.

12.2 The school shall notify all sick leave absences to the Department (via the OLCS) /relevant ETB system regardless of whether or not a substitute teacher was employed. It is imperative that all sick leave absences are notified to the Department/ETB in a timely manner as failure to do so may result in overpayment of salary to a teacher and/or the withdrawal of substitute cover for schools.

12.3 Employers are required to have procedures in place to monitor and analyse patterns of sick leave.

12.4 A detailed statement of all sick leave absences should be supplied to each teacher by the employer on request and at least one report should be provided annually. This information is available on the OLCS/relevant ETB system.

## **13. Sick Leave Related Overpayments**

13.1 Where an overpayment of salary arises, for example, as a result of the late keying of sick leave absences, the overpayment will be recovered in full directly following notification to OLCS/ETB from a teacher's future salary payment.

## **14. Referral of Teachers to the OHS**

14.1 The employer has a duty under Section 8 of the Safety, Health and Welfare at Work Act 2005 to "ensure, so far as is reasonably practicable, the safety, health and welfare at work of his or her employees". The OHS is in place to assist the employer in carrying out this duty. The employer must therefore refer the teacher to the OHS, for the purpose of an independent assessment, where reasonable concerns exist as to the capacity of the teacher to undertake his/her duties in a manner that is safe for both the teacher and students. The OHS Provider, as contracted by the Department, is the sole recognised provider of independent medical advice for teachers and employers. It is a requirement of the sick leave scheme that all participants and beneficiaries of that scheme abide by the medical assessment of the OHS.



- 14.2 The employer in making a referral should follow the OHS Standard Operating Procedures Manual.
- 14.3 The criteria for the referral of teachers to the OHS are as follows:
- Non-discretionary: any teacher on sick leave who has 4 weeks (28 days) continuous or cumulative sick leave absence in a 12 month rolling period of teaching service.
  - Discretionary: Teachers about whom the employer has reasonable concerns relating to their medical fitness for work.
- 14.4 The teacher is required to cooperate and engage with the OHS. While many assessments will not require attendance, it is a matter for the OHS to decide in what circumstances a teacher may be required to attend for medical assessment and/or arrange for the transmission to the OHS (by the teacher's attending doctor) of a comprehensive doctor-to doctor report.

## **15. Resumption of Duty**

- 15.1 It is expected that a teacher would be medically fit to resume full duties after a period of sick leave so that a resumption of duty would not induce a relapse into illness.
- 15.2 A teacher intending to resume duty prior to the date specified on her/his medical certificate, must provide a medical certificate of fitness from his/her attending doctor before the date of resumption. In the absence of such a certificate, the full period as recorded on the medical certificate(s) will be counted as sick leave. Certificates of fitness furnished at a later date will not be accepted as evidence of fitness for duty.
- 15.3 Prior to resumption of duties, a teacher who is absent on paid sick leave for 4 or more continuous weeks, or absent for any period of TRR/unpaid sick leave or a shorter period where the employer has reasonable grounds for concern must submit medical certification of fitness for duties. Confirmation of fitness to return to duties must also be obtained by the employer from the OHS.
- 15.4 Where a teacher is absent on sick leave and has not returned to duty for a reasonable period before and after a period of school closure, the teacher will be deemed to be on sick leave for the whole duration unless
- the teacher provides a medical certificate of fitness to resume full duties prior to or during a period of school closure and
  - the advice of the OHS as to the teacher's fitness for full duties has been obtained and to whether the school closure period or any part thereof might be discounted and
  - the OHS has deemed the period of return to duty to be reasonable taking into account the medical circumstances in individual cases.



## **16. Maternity Related Illness Provisions**

- 16.1 The Public Service Management (Sick Leave) Regulations 2014, SI 124 of 2014, as amended by Public Service Management (Sick Leave) Amendment Regulations 2015 SI 384 set out the provisions which relate to the interaction of pregnancy related illness with sick leave limits.
- 16.2 Where a teacher is medically unfit for work due to a pregnancy related illness she will not receive less than half pay for the duration of her pregnancy-related illness, prior to going on maternity leave. This is regardless of whether she has reached the maximum limit for half pay due to prior sick leave.
- 16.3 The regulations provide for as follows:
- A transitional arrangement which discounts all PRSL taken prior to the commencement of the PSSLS (1<sup>st</sup> September 2014) for the purpose of determining access to paid sick leave under the current scheme.
  - An ongoing arrangement whereby pregnancy related sick leave taken in the previous 4 years will be credited back at half pay, subject to the overall non-pregnancy related sick leave limits.
- 16.4 Employers, upon receipt of a medical certificate stating the illness to be pregnancy related, should enter the absence on the OLCS/relevant ETB system as “pregnancy related illness”. This arrangement applies only to illness occurring during pregnancy and before maternity leave commences.
- 16.5 The scenarios set out at [Appendix C](#) of this chapter illustrate how the arrangements will operate.

## **17. Salary Adjustment**

- 17.1 In cases where, prior to resumption of duty, entitlement to incremental salary has been exhausted, salary will be restored only from the date that the OHS deems the teacher fit to resume full duties. This is also conditional on the teacher actually resuming duty on the first possible day following the OHS certification.
- 17.2 Any action which necessitates an adjustment to a teacher’s salary should be notified to the Department/ETB immediately.

## **18. Statutory Annual Leave/Public Holiday Entitlement**

- 18.1 In general full time employees are entitled to 20 days annual leave. Employees who work less than full hours are entitled to annual leave on a pro rata basis.
- 18.2 Any entitlements in respect of public holidays occurring while on sick leave will be addressed by additional annual leave.
- 18.3 These annual leave entitlements are to be taken on existing school closure days that occur in the leave year in question i.e. after the sick leave period. Annual leave entitlements are to be taken at a time outside of the period of sick leave.
- 18.4 When absent on sick leave and there are not enough school closure days in the leave year to absorb all annual leave entitlements, it is permitted to take the necessary days immediately after the sick leave in the same leave year. Alternatively, teachers will be permitted to carry the balance forward to the following leave year but must then take these days during school closures.
- 18.5 Teachers who resign/retire or whose employment ceases may be entitled to additional payment in lieu of their accrued leave.
- 18.6 Since 1<sup>st</sup> August 2015, arising from an Amendment to the Organisation of Working Time Act 1997, the following applies:
- Statutory annual leave entitlement continues to accrue during a period of certified sick leave. The entitlement will be to carry over such accrued annual leave for up to 15 months after the leave year in question.
  - This entitlement must be availed of within 15 months of the end of the leave year to which it relates.
  - Teachers who are unable to take their annual leave at the appropriate time due to certified illness and who terminate their employment/reach the end of contract/retire within 15 months of the end of the year in which annual leave is so accrued, may be entitled to payment in lieu of this leave, provided they do not move directly to another Oireachtas funded position in this State.

Full details of this amendment may be found in [section 86\(1\) of the Workplace Relations Act 2015](#). Please note that annual leave carryover will be restricted to statutory entitlement and relevant periods of school closure will be reckonable for the purpose of catering for any such accrual of annual leave.

**19. Status during Leave**

- 19.1 Absences on paid sick leave (full or half pay) are fully reckonable for all purposes including seniority, determination of panel rights etc. Absences on temporary rehabilitation remuneration (TRR) are not reckonable for superannuation and increment purposes.

**20. PRSI Arrangements**

- 20.1 In the case of Class A PRSI contributors, the MC1 Social Welfare Certificate must be submitted by the school to the relevant payroll section of this Department/Education and Training Board after a period of 6 consecutive days of sick leave for referral by the relevant payroll section to the Department of Social Protection. This is required for compliance with PRSI regulations.

**21. Medical Fitness and role of Teaching Council**

- 21.1 Medical fitness for admission to, and removal or suspension from the Register of Teachers is a matter for the Teaching Council.

**22. Retirement on ill health grounds**

- 22.1 A teacher deemed medically unfit to continue teaching in the longer term may be entitled to certain pension benefits under the Pension Scheme for teachers.

**23. Teachers on leave of absence in excess of two full school years**

- 23.1 A teacher who has been on long term leave of absence of any kind in excess of two full school years will be required, prior to return, to undergo a medical assessment and be deemed medically fit by the OHS.

**24. Additional Information**

- 24.1 To access Statutory Instrument 124 of 2014 Regulations please click on the following link: [Statutory Instrument 124](#)

To access the Public Service Critical Illness Protocol document please click on the following link: [Public Service Critical Illness Protocol](#)

## Appendix A

### Scenario 1 - Ordinary Illness

Sean's sick leave record is as follows:

From	To	No of days	Details
12 May 13	23 May 13	12 days	Certified Illness
01 Sep 14	16 Nov 14	77 days	Certified Illness
	TOTAL	89 days	

Sean goes on certified sick leave from the 01 Oct 2016 to 08 Oct 2016 (8 days).

- Looking back over 4 years – 183 days sick leave was not reached
- Looking back over 1 year – 92 days sick leave was not reached

Sean will be paid full pay for the 8 days. Using the dual look back, in the one year review of the sick leave record back to 02 October 2015 there has been no sick leave. Therefore he is entitled to 8 days on full pay.

### Scenario 2 - Ordinary Illness

Ann's sick leave record is as follows:

From	To	No of days	Details
10 Jan 13	21 Feb 13	43 days	Certified Illness
01 Dec 13	15 Dec 13	15 days	Certified Illness
01 Mar 14	02 Jul 14	124 days	Certified Illness
	TOTAL	182 days	

Ann goes on certified sick leave from the 01 Oct 2016 to 31 Oct 2016 (31 days).

- Looking back over 4 years – 183 days sick leave was not reached
- Looking back over 1 year – 92 days sick leave was not reached

Ann will be paid full pay for 1 day. Using the dual look back, Ann has already had 182 days in the rolling 4 year period therefore she has 1 day of paid sick leave remaining. As she has not had any sick leave in the 12 months to 1 October 2016, she has access to full pay for that day. If Ann fulfils the criteria for TRR, the remaining 30 days would be paid at that rate.

### Scenario 3 - Ordinary Illness

Joe's sick leave is as follows:

From	To	No of days	Details
10 Nov 12	22 Dec 12	43 days	Certified Illness
01 Dec 13	15 Dec 13	15 days	Certified Illness
01 Mar 14	04 Jul 14	126 days	Certified Illness
	TOTAL	184 days	

Joe goes on certified sick leave from the 01 Oct 2016 to 31 Oct 2016 (31 days).

Looking back over 4 years – 183 days sick leave was reached

As the limit of 183 days is exceeded in the rolling 4 year period, Joe may be paid TRR if he fulfils the criteria.



#### Scenario 4 - Critical Illness

Marie's sick leave is as follows:

From	To	No of days	Details
12 Nov 13	23 Nov 13	12 days	Certified Illness
01 Dec 14	15 Dec 14	15 days	Certified Illness
	TOTAL	27 days	

Marie goes on certified sick leave from the 01 October 2016 to 30 March 2017 (181 days).

Marie submits an application for critical illness which is approved.

- Looking back over 4 years – 365 days sick leave was not reached
- Looking back over 1 year – 183 days sick leave was not reached

Marie will be paid full pay for the 181 days as the dual look back limits in the case of critical illness are 365 days to determine whether the teacher has access to paid sick leave and 183 days to determine the rate of pay.

#### Scenario 5 - Critical Illness

John's sick leave is as follows:

From	To	No of days	Details
12 May 13	23 Jun 13	43 days	Certified Illness
01 Dec 13	15 Dec 13	15 days	Certified Illness
01 Mar 14	20 Jun 14	112 days	Certified Illness
	TOTAL	170 days	

John goes on certified sick leave from the 01 Oct 2016 to 30 April 2017 (212 days). John submits an application for critical illness which is approved.

- Looking back over 4 years – 365 days sick leave was not reached
- Looking back over 1 year – 183 days sick leave was not reached

John has already had 170 days prior to commencement of this leave in the rolling 4 year period but has had no sick leave in the rolling 1 year back to October 2015, therefore he will be paid 183 days on full pay. This brings the total sick leave to 353 days in 4 years. He will then have the remaining 12 days at half pay and, if eligible the final 17 days at TRR.

## **Appendix B**

### **Medical certification is required where the following limits are exceeded**

#### **Primary and Education & Training Board Schools**

Eligible teachers may take a maximum of 3 consecutive school days sick leave without providing a medical certificate.

#### **Secondary, Community and Comprehensive Schools**

Eligible teachers may take a maximum of 4 consecutive school days sick leave without providing a medical certificate.

## Appendix C

### Scenario 1- Pregnancy Related Sick Leave (PRSL) (Pre-Sept'14) Transitional Arrangement

Mary's sick leave record is as follows:

From	To	No of days	Details
01 Oct 2012	31 Jan 2013	123	Pregnancy Related Sick Leave
08 Dec 2013	15 Dec 2013	8	Certified Illness
03 Mar 2014	05 May 2014	64	Certified Illness
	TOTAL	195	

Mary goes on certified sick leave from 01 Sep 2015 to 30 Sep 2015 (30 days).

- Looking back over 4 years – 183 days exceeded  
PRSL T.A – *Discount all PRSL prior to the introduction of scheme*  
New 4 year (Non-PRSL) Total = 72 (195 – 123)
- Looking back over 4 years – 183 days sick leave was not reached
- Looking back over 1 year – 92 days sick leave was not reached

Mary will be paid full pay for the 30 days. On 01 Sep 2015 Mary's sick leave record (minus relevant PRSL) stands at 72 days in 4 years / 0 days in 1 year. The 30 day absence in Sep 2015 remains below both of the appropriate dual look-back thresholds, therefore, Mary is entitled to full pay sick leave for the 30 day absence.

### Scenario 2 – (PRSL) (Post-Sept'14) Ongoing Arrangement

Regulation 20 of the Public Service Management (Sick Leave) states that:

All certified PRSL absences under the current sick leave scheme will be credited back at the half rate of pay *within the normal sick leave limits*.

Regulation 20 is **ONLY APPROPRIATE WHERE:**

- A teacher has reached their 4 year threshold for paid sick leave (183 or 365 days).
- The current absence is not a certified PRSL absence.
- A teacher has a previous certified PRSL absence occurring post 1<sup>st</sup> September 2014.

Rachel's sick leave record is as follows:

From	To	No of days	Details
15 Feb 2013	19 Feb 2013	5	Certified Illness
01 Nov 2013	31 Mar 2014	151	Certified Illness
20 May 2013	20 May 2013	1	Self Certified Sick Leave
01 Oct 2014	01 Nov 2014	32	Pregnancy Related Sick Leave
02 Nov 2014	01 Dec 2014	30	Pregnancy Related Sick Leave
	TOTAL	219	

Rachel goes on certified sick leave from 01 Jan 2016 to 29 Feb 2016 (60 days).

- Looking back over 4 years – 183 days exceeded  
PRSL ongoing arrangement- *All PRSL credited back at half pay (within normal sick leave limits)*  
New 4 year (Non-PRSL) Total = 157 (219 – 62)
- Looking back over 4 years – 183 days sick leave was not reached (balance 26 days)
- *1 year look back irrelevant as credited paid sick leave under this arrangement is HALF PAY only.*

Rachel will be paid half pay for 26 days taking her 'Non-PRSL' sick leave total to 183 days in 4 years. The balance of this absence (34 days) will be paid at (subject to the appropriate eligibility criteria) Temporary Rehabilitation Remuneration.



## CHAPTER TWO – MATERNITY PROTECTION ENTITLEMENTS

(Should be read in conjunction with the [Introduction](#), [General Provisions for All Schemes](#), and [Definitions](#))

### **1. Maternity Protection Entitlements**

- 1.1 All pregnant teachers, who give birth to a live child, or who reach their 24<sup>th</sup> week of pregnancy, are entitled to 26 weeks maternity leave and 16 weeks additional unpaid maternity leave.
- 1.2 Maternity leave will ordinarily begin on such day as the pregnant teacher selects, unless medically certified that the leave should commence on a particular date. However, the commencement date must not be later than 2 weeks before the end of the week of the baby's expected birth and four weeks must be taken after the end of the week of the baby's birth. For these purposes, Saturday is regarded as the end of a week. Teachers may also take cognisance of the DSP rules whereby eligibility for maternity benefit does not normally commence until the 24<sup>th</sup> week of pregnancy and ends when maternity leave ceases. Further details on the DSP regulations are available directly from that Department.
- 1.3 If the birth occurs in a week before a teacher has commenced her maternity leave then the maternity leave must commence immediately and the employer must be informed.
- 1.4 If the birth occurs after the expected date and there are less than 4 weeks of maternity leave remaining, then the employer must be informed and the maternity leave will be extended to ensure that 4 weeks maternity leave are taken following the birth.

### **2. Statutory Additional Unpaid Leave**

- 2.1 Commencing on the day immediately following completion of maternity leave, a teacher has the option to take a maximum of 16 consecutive weeks statutory additional unpaid maternity leave.
- 2.2 A teacher who avails of statutory additional unpaid maternity leave may be entitled to receive PRSI credits. Please complete the Application for Maternity Leave Credits which is available from the DSP and request your employer to complete and return the employer's section to the DSP.

### **3. Non Statutory Additional Unpaid Leave to the end of the school year**

- 3.1 A teacher who, on completion of maternity leave and statutory additional unpaid maternity leave may apply for non-statutory additional unpaid maternity leave to the end of the school year.
- 3.2 In the context of this leave the end of the school year is taken to mean August 31<sup>st</sup>. For example, if all the other leave types referred to above were to expire by May 4<sup>th</sup>, and the teacher in question wished to remain out of school for the rest of the school year, rather than return for a short period, then the non-statutory additional unpaid leave must continue until August 31<sup>st</sup> inclusive.
- 3.3 This leave type is not a statutory entitlement and it is subject to obtaining written sanction from the employer at least six weeks in advance of an intention to avail of this leave.

### **4. Sequence in which leave must be taken**

- 4.1 The sequencing arrangements for maternity entitlements are:
- (a) Maternity leave (26 weeks)
  - (b) Any statutory additional unpaid maternity leave (maximum of 16 weeks)
  - (c) Non-Statutory additional unpaid maternity leave to end of school year (to Aug 31<sup>st</sup>)
- 4.2 When all associated leave types have been fully utilised, as appropriate to each individual, then the next working day becomes the date of resumption for the teacher.

### **5. Application Procedures for Teachers**

- 5.1 Application for maternity leave both paid and unpaid should be made by teachers to their employer at least 6 weeks in advance of commencement of the leave on the prescribed application form which is attached at [Appendix A](#) of this chapter.
- 5.2 The applicant is responsible for completion of the MB10 Form and should ensure that the school / ETB completes the employer's portion before forwarding to the DSP at least 6 weeks prior to the start date. The MB10 form should NOT be sent to the Department of Education and Skills.

## **6. OLCS Procedures where applicable and calculations for Employers**

- 6.1 Employers must enter absences on the OLCS at least 6 weeks prior to the start date for maternity leave.
- 6.2 The procedure for recording maternity leave absences on the OLCS is attached at [Appendix B](#) of this chapter.
- 6.3 An example maternity leave case and calculation worksheet is attached at [Appendix C](#) of this chapter.

## **7. Statutory Annual Leave/Public Holiday Entitlement**

- 7.1 In general full time employees are entitled to 20 days annual leave. Employees who work less than full hours are entitled to annual leave on a pro rata basis.
- 7.2 Any entitlements in respect of public holidays occurring while on maternity leave will be addressed by additional annual leave.
- 7.3 These annual leave entitlements are to be taken on existing school closure days that occur in the leave year in question i.e. both before and after the maternity leave period. Annual leave entitlements are to be taken at a time outside of the period of maternity leave.
- 7.4 When availing of statutory maternity leave and there are not enough school closure days in the leave year to absorb all annual leave entitlements, it is permitted to take the necessary days immediately before the maternity leave in the same leave year. Alternatively, teachers will be permitted to carry the balance forward to the following leave year but must then take these days during school closures.
- 7.5 Teachers who resign/retire or their employment ceases may be entitled to additional payment in lieu of their accrued leave.

## **8. Pay Arrangements and Maternity Benefit**

- 8.1 Continuation of salary during maternity leave is not a statutory entitlement and is contingent upon compliance with the agreed terms and conditions of this scheme.
- 8.2 Any action which necessitates an adjustment to a teacher's pay should be notified to the Department/ETB immediately.
- 8.3 Under the DSP regulations, PRSI contributors at the modified rate (Class D) have no entitlement to Maternity Benefit. Therefore no deduction is applied to their salary and they remain on their ordinary rate of pay.
- 8.4 Under the DSP regulations any Maternity Benefit payable by the DSP to PRSI contributors at the full rate (Class A), will issue directly to the teacher in question. A deduction from salary equivalent to the maximum weekly rate of Maternity Benefit payable to the teacher will initially be applied by the Department/ETB.
- 8.5 If the amount of benefit payable to the teacher is less than the maximum, or if a person is not entitled to any Maternity Benefit, they should notify their payroll section immediately to ensure that the salary adjustments are correct. Changes to the automatic deduction can be made provided the teacher furnishes a copy of the DSP's written notice of the actual Benefit rate applicable, if any, to the relevant payroll. Deductions, where appropriate, will be made fortnightly during the period of paid leave up to a maximum of 26 weeks for maternity leave. If the absences are recorded late any arrears due will have to be deducted from salary after the date of notification.
- 8.6 Maternity Benefit payment will be treated as taxable income

## **9. Time off for ante-natal care appointments, post-natal care appointments and attendance at ante-natal classes.**

- 9.1 Pregnant teachers are entitled to time off work, without loss of pay, to:
- (a) attend medical appointments related to ante-natal care,
  - (b) attend one set of ante-natal classes in a working career, other than the last 3 classes in such a set, and
  - (c) attend medical appointments related to post-natal care within 14 weeks of the birth.



- 9.2 If a pregnant teacher misses particular ante-natal classes in a set then it is permitted that during a subsequent pregnancy, or pregnancies, she may attend classes equivalent to those missed.
- 9.3 An expectant father is entitled to time off work, without loss of pay, to attend the last two ante-natal classes in a set attended by the pregnant mother.
- 9.4 Two weeks notice should be given for each absence referred to in this section and appropriate certification provided.

## **10. Health and Safety of pregnant, post-natal, and breastfeeding teachers**

- 10.1 The [Safety, Health, and Welfare at Work Act 2005](#) and the [Safety, Health and Welfare at Work \(General Application\) Regulations 2007](#) (S.I. No. 299 of 2007) place an obligation on the employer, as soon as it is notified by the teacher that she is pregnant, to assess any specific risk in the workplace to that teacher and to ensure that the pregnant, post-natal, or breastfeeding teacher is not exposed to any agents, processes or working conditions that will damage either the safety or health of the pregnant teacher and/or that of the developing child.
- 10.2 The teacher should be informed of the results of the risk assessment and the measures to be taken. The detailed arrangement regarding the respective responsibilities of the employer and the teacher in relation to health and safety leave are contained in Sections 17 – 20 of the Maternity Protection Act 1994.
- 10.3 Where a risk has been identified and it is not possible to remove it, protective and preventive measures should be taken to safeguard the health of any teacher to whom the provisions apply, such as:
- (a) a temporary adjustment in the working environment of the teacher concerned so that exposure to the risk is avoided, or
  - (b) in the event that such adjustment is not possible, by moving the teacher to suitable alternative work which does not entail the risk, or
  - (c) in the event that such alternative work is not available, and having consulted with and received certification from the OHS, by granting the teacher health and safety leave.

The teacher is entitled to receive, on request, a certificate stating the reasons why she has been granted leave. The certificate must also state the start date and expected end date of the leave. Maternity Related Health & Safety Leave can be granted in respect of more than one period, provided the conditions outlined in 10.1 and 10.2 above are fulfilled for each such period concerned.

10.4 A sample certificate of risk form is supplied in the schedule to the Maternity Protection (Health and Safety Leave Certification) Regulations 1995 (SI No. 19 of 1995).

10.5 Health and Safety Leave will cease when:

- (a) the teacher concerned commences maternity leave, or
- (b) the teacher is no longer an employee to whom Part III of the Maternity Protection Act, 1994 applies (i.e. she notifies the employer that she is not pregnant, has not given birth within the last fourteen weeks or is not within 26 weeks of the birth and breastfeeding, as defined in the Act); or
- (c) the risk ceases

10.6 Specific questions on health and safety issues should be addressed to the Health and Safety Authority (HSA), [www.hsa.ie](http://www.hsa.ie) , which can provide advice, assistance and encouragement aimed at the prevention of work related accidents and the promotion of occupational safety, health and wellbeing.

10.7 A teacher who makes PRSI contributions at the modified rate (Class D), and has no entitlement to Health and Safety benefit from the DSP, will be entitled to full pay while on health and safety leave. A teacher who makes PRSI contributions at the full rate (Class A) and who is entitled to Health and Safety Benefit from the DSP will be paid full salary by the Department of Education and Skills for the first 21 days and thereafter will be paid full salary less any benefit paid by DSP.

## **11. Father's Leave: Entitlement of male teachers to leave in the event of the death of the mother while on maternity leave**

11.1 In the event of the death of the mother within 40 weeks of the birth of a living child, a male teacher who is the father of the child is entitled to leave as follows:

- (a) if the mother dies before the end of the 24th week following the week of the birth of her child, the father is entitled to paid leave up to the 24th week. At the end of this period he is entitled to apply for a further 16 consecutive weeks additional unpaid leave commencing immediately or
- (b) if the mother dies after the 24th week following the week of the birth of her child, the father is entitled to unpaid leave up to the 40th week following the week of the birth of the child.

11.2 The sequencing arrangement outlined in Section 4 will also apply to the father's leave:

- (a) Father's Leave (the transfer to the father of any balance remaining of the mother's maternity leave entitlement up to the 24<sup>th</sup> week following the week of birth)
- (b) Statutory additional unpaid father's leave (the transfer to the father of any balance remaining of the mother's additional unpaid leave up to the 40<sup>th</sup> week following the week of birth)
- (c) Non-statutory additional unpaid father's leave to end of school year (Aug 31<sup>st</sup>)

11.3 The leave should normally commence within 7 days of the event which has created the father's entitlement to the leave but the employer should exercise discretion appropriate to the individual circumstances. To avail of his leave entitlement the father in this circumstance may simply apply in writing to his employer. As soon as is reasonably practicable, the employer should be provided with a copy of the death certificate of the mother and a copy of the birth certificate of the child.

## **12. Postponement of leave entitlements in the event of hospitalisation of the child**

12.1 In the event of the hospitalisation of the child, a request may be made to the employer for postponement of

- (a) maternity leave
- (b) statutory additional unpaid maternity leave
- (c) father's leave
- (d) statutory additional unpaid father's leave

12.2 Maternity leave can only be postponed after at least 14 weeks of the leave has expired, 4 weeks of which must have been taken after the week of the child's birth. Postponement of



the leave will require the absent teacher to resume duties in the school during the period of postponement.

- 12.3 An application for postponement must be made in writing to the employer, accompanied by certification from the hospital in which the child is hospitalised. The employer must notify the teacher in writing as soon as possible of its decision. If the leave is postponed, the employer and the teacher must agree the date of return to work.
- 12.4 The Department/ETB, and the DSP must be notified immediately if the teacher is to return to work to facilitate pay adjustment and cease any benefit from the DSP the finalisation of payment to the replacement teacher.
- 12.5 The postponed leave must be taken in one continuous period commencing not later than 7 days after the discharge of the child from hospital. The maximum period for postponement of the leave is 6 months.
- 12.6 The teacher must provide the employer with a letter or other appropriate document from the hospital, or the child's doctor, confirming the child's discharge date.
- 12.7 If the teacher becomes ill having returned to work and before s/he has taken the postponed leave, s/he will be considered to have started the postponed leave on the first day of absence due to illness unless the teacher notifies the employer that s/he does not wish to begin the postponed leave. If this happens s/he will forfeit the postponed leave and the absence will be treated as sick leave. The normal procedures in relation to sick leave should then be followed, including the furnishing of a medical certificate where appropriate.
- 13. Termination of statutory additional unpaid maternity/father's leave in the event of sickness of the mother/father**
  - 13.1 If a teacher has made an application for statutory additional unpaid maternity leave, or statutory additional unpaid father's leave, and subsequently becomes ill, s/he is entitled to cancel that application in writing, not later than 4 weeks before such leave is due to commence. If the 4 week deadline has passed the entitlement to cancel the leave has been lost. However, a formal request can still be made to cancel such leave in favour of a certified sick leave absence.
  - 13.2 Approval of such a request to terminate the leave is at the discretion of the employer. If approved, the employer and the teacher must agree the date for any such termination of the leave. The date agreed can not be earlier than the first day of certified illness and not later than when the terminated leave would otherwise have ended. The normal procedures



in relation to sick leave will then apply. The teacher will not be entitled subsequently to take the additional unpaid maternity leave or any part of it not taken at the time of commencement of sick leave.

- 13.3 To facilitate necessary pay adjustment the Department/ETB must be notified immediately that the teacher is now on sick leave.

#### **14. Provision for breastfeeding**

- 14.1 Within a twenty six week period after the birth of the child, a teacher who has returned to work is entitled to one hour per day for the purpose of breastfeeding. The time off, without loss of pay, may be taken as follows:

- (a) one break of 60 minutes, or
- (b) two breaks of 30 minutes each, or
- (c) three breaks of 20 minutes each

- 14.2 A teacher who qualifies for this provision must notify the employer in writing of her intention to avail of such breaks. Notice should be given 4 weeks prior to the return to work following maternity related leave under the terms of the Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools. A copy of the birth certificate of the child must be submitted with the application for breastfeeding breaks. It is a matter for the employer to make the necessary arrangements with the teacher to facilitate the taking of the breastfeeding breaks.

#### **15. Fixed Term/Fixed Purpose Appointments**

- 15.1 A teacher who is on a fixed term/fixed purpose contract of employment shall have full maternity leave entitlements during the term of the contract. The granting or taking of maternity leave entitlements should not affect a fixed term/fixed purpose appointment or the renewing of such an appointment.
- 15.2 Maternity related entitlements shall cease on expiry of the contract unless that contract is followed directly by a 'back to back' contract in an approved teaching post funded by monies provided by the Oireachtas.

## **16. Replacement Contracts**

- 16.1 All absences covered by the terms of this chapter, of duration of at least one day, are substitutable. Contracts awarded to cover absences outlined in this chapter should make clear reference to the fact that there are circumstances where the replacement appointment may have to be terminated in the event of the absent teacher returning to duties earlier than initially expected. (e.g. an absent teacher postpones part of the maternity leave due to the hospitalisation of the newborn baby).

## **17. Status during Leave**

- 17.1 A teacher absent on any of the leave types referred to in this chapter, with the exception of non-statutory additional unpaid maternity leave is deemed to have been in employment at that time. Paid absences are fully reckonable for all purposes including seniority, determination of panel rights etc. Statutory additional unpaid maternity leave is reckonable for all purposes, with the exception of superannuation. Absence on non statutory additional unpaid maternity leave to the end of the school year is not reckonable for any purpose including accrual of annual leave.

## **18. Vacant Posts of Responsibility**

- 18.1 A teacher absent on any of the leave types covered by the terms of this chapter should be notified regarding vacant Posts of Responsibility which are to be filled in the school.

## **19. Employment during Maternity Leave**

- 19.1 Teachers are not permitted to engage in any paid employment during the course of their maternity leave. Under the DSP regulations Maternity Benefit may be terminated in the event that paid employment is taken up while on maternity leave. Any salary payment from the Department /ETB may have to be reviewed in the event of termination of Maternity Benefit arising from non-compliance with the terms of the DSP scheme.

## **20. Resumption of Duties**

- 20.1 The employer should provide the absent teacher with a written statement of their absence and expected date of resumption of duties. Four weeks before the teacher is due to return to the workplace written notice should be given to the employer confirming the intention to resume duties from that date.

## Appendix A

### Application Form for Maternity Leave Entitlements

This application must be fully completed and retained in the school/ETB for record and audit purposes. It can be used to apply for maternity and/or statutory and/or non statutory unpaid maternity leave. It should be completed and submitted at least 6 weeks before the leave is due to commence.

This application is NOT to be submitted to the Department of Education and Skills.

If the applicant pays Class A PRSI contributions a completed MB10 Form should be submitted to the DSP. This Form is available from the DSP or online at: [www.welfare.ie](http://www.welfare.ie)

APPLICATION IN RESPECT OF:

☐ Maternity Leave    ☐ Statutory Unpaid Maternity Leave    ☐ Non-Statutory Unpaid Maternity Leave

*Please tick as appropriate:*

Name: \_\_\_\_\_ School: \_\_\_\_\_

Roll No. \_\_\_\_\_ Contact No: \_\_\_\_\_ PPSN: \_\_\_\_\_

Expected date of birth (EDB) \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Medical certificate must be enclosed confirming expected date of birth)*

I wish to commence my maternity leave on \_\_\_\_/\_\_\_\_/\_\_\_\_

State the number of days statutory additional unpaid maternity leave that are to be taken (if any):

\_\_\_\_\_ (Consecutive days and to include weekends)

Statutory Additional Unpaid Maternity Leave from \_\_\_\_\_ to \_\_\_\_\_ (enter inclusive dates)

A teacher on completion of maternity leave and statutory additional unpaid maternity leave may apply for 'nonstatutory additional unpaid maternity leave to the end of the school year'.

Non-Statutory Additional Unpaid Maternity leave to the end of the school year from \_\_\_\_\_ to 31<sup>st</sup> August \_\_\_\_\_.

I wish to apply for the above leave in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools*.

*Signature of teacher:* \_\_\_\_\_ *Date:* \_\_\_\_\_

#### Approval and Verification by Employer

I certify that I have approved the above leave in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools* and I have retained on file the following documents for audit purposes:

- 1) All applications for maternity leave entitlements.
- 2) Certificate showing expected date of birth.
- 3) A copy of the completed MB10 form.

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*(On behalf of Employer)*

## Appendix B

### Procedures relating to the Recording of Maternity Leave on the OLCS (non ETB schools)

- 1) Click Add under Leave on the OLCS menu
- 2) Enter start and end date of the leave.
  - Click Next
- 3) Select the staff member on leave
  - Select the leave category – Family Leave and
  - Select the leave sub category – Maternity Leave

The total number of days in the range should read 182 (26 weeks) in respect of maternity leave.

☐ Click Next
- 4) Enter the expected date of birth
  - Verify MB10 certification

### Information to Assist Employers in the Completion of the MB10 Form

- A list of the PRSI weeks for the current and previous year is displayed on OLCS to assist in the completion of the employer's section of the MB10 form.
- Where the total number of PRSI weeks is 52 for the previous tax year and the teacher has been in continuous employment since then, the total number of weeks to be entered is 52. If the total number of weeks is less than 52 and the teacher has a contract to the start date of her maternity leave the total number of weeks is the sum of PRSI weeks in the previous tax year plus the PRSI weeks in the current tax year to the start date of her maternity leave.
- Enter the appropriate Employers Registered Number, sign, date and stamp accordingly. Employer Register Number for Post Primary Teachers is 0081300S

Employer Register Number for Primary Teachers is 4000099H

- Click on Add Certificate
- Enter start and end date of the Certificate (This date must match the Start and End date of the Maternity leave)
- Click Add (A Certificate number is generated which should be recorded on the back of the application and filed.)
- Click Next
- Click Add. A confirmation message is displayed.

#### Note: Additional Maternity Leave (Unpaid)

It is important to note the Unpaid Maternity Leave absences cannot be entered on OLCS until the next working day subsequent to the notification of Maternity Leave. The Department /ETB must first verify the Maternity Leave in order to commence deductions from salary.



Example Maternity Leave Calculation Worksheet

## Example

Example based on expected date of birth (EDB) of 20 September 2016; leave commencing from 02 September 2016; 112 days statutory unpaid leave followed by non statutory unpaid leave to the end of the school year.

(1) Expected date of birth (EDB)	20 September 2016
2) Commencement Date (must be at least 2 weeks prior to the end of the week of the baby's expected birth)	02 September 2016 (In this example the latest permissible start date would be 07 September 2016)
(3) Maternity Leave end date (26 weeks from 02 September 2016)	02 March 2017
(4) Statutory Unpaid Maternity Leave (max of 16 weeks= 112 days)	In this example 112 days unpaid leave are to be availed of from 03 March 2017 to 22 June 2017 inclusive
(5) Resumption Date following Statutory Unpaid Maternity Leave	23 June 2017
(6) Teachers have a further option of Non Statutory Unpaid Maternity leave to the end of the school year (August 31)	In this example the teacher chooses to avail of this option Non Statutory Unpaid leave from 23 June 2017 to 31 Aug 2017
(7) Final date for resumption of duties	01 September 2017

**Appendix C (ii)**

## Maternity leave calculation Worksheet for teacher absences

Name:		PPS No:
(1) Expected date of birth (EDB)	Applicant must provide a Doctor's Certificate to confirm this.	Date :
(2) Commencement	Date maternity leave is to commence (must be at least 2 weeks prior to the end of the week of the baby's expected birth).	Date :
(3) End Date	Count 26 weeks from date of commencement (182 days).	Date :
(4) Statutory Unpaid Maternity (commences immediately after ordinary Maternity Leave and includes weekends)	The amount of unpaid leave applied for (up to maximum of 16 weeks = 112 days).	Date : From:  To: _____
(5) Provisional resumption date	Determine the next working day which follows the end of the Statutory Unpaid Maternity period.	Date: If leave outlined at (6) below is not availed of, then this is the return to work date.
(6) Teachers have a further option of Non Statutory Unpaid Maternity leave to the end of the school year	The end of school year is to be understood as meaning the next August 31 following the date at (5) above.	If non statutory unpaid leave applies then it runs from the date at (5) above to Aug 31.  From: _____  to 31Aug _____
(7) Final date for resumption of duties	This will be the first working day following the period at (6) above.	Final resumption date:

## CHAPTER THREE – ADOPTIVE LEAVE ENTITLEMENTS

(Should be read in conjunction with the [Introduction](#), [General Provisions for All Schemes](#), and [Definitions](#))

### 1. Adoptive Leave Entitlements

- 1.1 Adoptive leave consists of a period of 24 consecutive weeks from the date of placement of the child with the adopting teacher.
- 1.2 Adoptive leave is granted to teachers who are adopting mothers or sole male adopters. The adopting father who is not a sole male adopter may be entitled to adoptive leave in certain circumstances. Please see Section 11 for details on this provision.
- 1.3 In order to qualify for adoptive leave, the adoption, whether foreign or domestic, must be formalised by the Adoption Authority of Ireland.
- 1.4 In the case of a domestic adoption, the employer must be supplied with a *Certificate of Placement* no later than four weeks after date of placement.
- 1.5 In the case of foreign adoption, the adopting teacher must obtain a *Declaration of Suitability and Eligibility* from the Adoption Authority of Ireland, in advance of the date of placement. As soon as possible after the date of placement the adopting teacher should provide written confirmation of placement to their employer.

### 2. Statutory Additional Unpaid Adoptive Leave

- 2.1 An adopting teacher has the option to take a maximum of 16 consecutive weeks statutory additional unpaid adoptive leave.
- 2.2 In the case of foreign adoptions, some or all of the statutory additional unpaid adoptive leave may be taken prior to the date of placement, in order to allow the adopting teacher to attend meetings and/or classes held outside of the State, or for the purposes of familiarisation with the child. A period of statutory additional unpaid adoptive leave taken under this provision must cease no later than the last day immediately prior to the date of placement. The balance of any statutory additional unpaid adoptive leave remaining may be taken immediately after the end of adoptive leave.
- 2.3 An adopting teacher who avails of statutory additional unpaid adoptive leave may be entitled to receive 'PRSI credits'. Please complete the 'Application for Adoptive Leave Credits' which

is available from DSP and request your employer to complete and return the employer's section to the DSP.

### **3. Non-Statutory Additional Unpaid Adoptive Leave to the end of the school year**

- 3.1 An adopting teacher who, on completion of adoptive leave and statutory additional unpaid adoptive leave may apply for non-statutory additional unpaid adoptive leave to the end of the school year.
- 3.2 In the context of this leave the 'end of the school year' is taken to mean August 31<sup>st</sup>. For example, if all the other leave types referred to above were to expire by May 4<sup>th</sup>, and the teacher in question wished to remain out of school for the rest of the school year, then the non statutory additional unpaid leave must continue until August 31<sup>st</sup> inclusive.
- 3.3 This leave type is not a statutory entitlement and it is subject to obtaining written sanction from the employer at least six weeks in advance of an intention to avail of this leave.

### **4. Sequence in which leave must be taken**

- 4.1 The sequencing arrangements for adoptive entitlements are:
  - (a) In the case of foreign adoptions some or all of the statutory additional unpaid adoptive leave (maximum of 16 weeks) may be taken prior to placement
  - (b) Adoptive leave (24 weeks)
  - (c) Statutory additional unpaid adoptive leave up to a maximum of 16 weeks. (In the case of foreign adoptions this refers to any entitlement remaining from the 16 weeks not already used prior to the adoption)
  - (d) Non-Statutory additional unpaid adoptive leave to end of school year (Aug 31<sup>st</sup>)
- 4.2 When all associated leave types have been utilised, as appropriate to each individual, then the next working day becomes the date of resumption for the adopting teacher.

### **5. Application Procedures for Teachers**

- 5.1 Application for adoptive leave both paid and unpaid should be made by adopting teachers to their employer at least 6 weeks in advance of commencement of the leave on the prescribed application form which is attached at [Appendix A](#) of this chapter.
- 5.2 The applicant is responsible for completion of the AB1 form and should ensure that the Board of Management/ ETB completes the employer's portion before forwarding to the DSP at least



6 weeks prior to the start date. The AB1 form should NOT be sent to the Department of Education and Skills.

## **6. OLCS Procedures where applicable and calculations for Employers**

- 6.1 Employers must enter absences on the OLCS at least 6 weeks prior to the start date for adoptive leave.
- 6.2 The procedure for recording adoptive leave absence on the OLCS is attached at [Appendix B](#) of this chapter.
- 6.3 An example adoptive leave case and calculation worksheet is attached at [Appendix C](#) of this chapter.

## **7. Statutory Annual Leave/Public Holiday Entitlement**

- 7.1 In general full time employees are entitled to 20 days annual leave. Employees who work less than full hours are entitled to annual leave on a pro rata basis.
- 7.2 Any entitlements in respect of public holidays occurring while on adoptive leave will be addressed by additional annual leave.
- 7.3 These annual leave entitlements are to be taken on existing school closure days that occur in the leave year in question i.e. both before and after the adoptive leave period. Annual leave entitlements are to be taken at a time outside of the period of adoptive leave.
- 7.4 When availing of statutory adoptive leave and there are not enough school closure days in the leave year to absorb all annual leave entitlements, it is permitted to take the necessary days immediately before the adoptive leave in the same leave year. Alternatively, teachers will be permitted to carry the balance forward to the following leave year but must then take these days during school closures.
- 7.5 Teacher who resign/retire or their employment ceases may be entitled to additional payment in lieu of their accrued leave.

## **8. Pay Arrangements and Adoptive Benefit**

- 8.1 Continuation of salary during adoptive leave is not a statutory entitlement and is contingent upon compliance with the agreed terms and conditions of this scheme.
- 8.2 Any action which necessitates an adjustment to a teacher's pay should be notified to the Department/ETB immediately.
- 8.3 Under the DSP regulations, PRSI contributors at the modified rate (Class D) have no entitlement to Adoptive Benefit. Therefore no deduction is applied to their salary and they remain on their ordinary rate of pay.
- 8.4 Under the DSP regulations any Adoptive Benefit payable by the DSP to PRSI contributors at the full rate (Class A), will issue directly to the teacher in question. A deduction from salary equivalent to the maximum weekly rate of Adoptive Benefit payable to the teacher will initially be applied by the Department/ETB.
- 8.5 If the amount of Benefit payable to the teacher is less than the maximum, or if a person is not entitled to any Adoptive Benefit, s/he should notify her/his payroll section immediately to ensure that s/he can remain on the appropriate salary. Changes to the automatic deduction can be made provided the teacher furnishes a copy of DSP's written notice of the actual Benefit rate applicable, if any, to the relevant payroll. Deductions, where appropriate, will be made fortnightly during the period of paid leave up to a maximum of 24 weeks for adoptive leave. If the absences are recorded late any arrears due will have to be deducted from salary after the date of notification.
- 8.6 Adoptive Benefit payment will be treated as taxable income.

## **9. Time off for Pre-Adoption Classes, Meetings and Visits within the State**

- 9.1 An adopting teacher is entitled to time off work, without loss of pay, to attend pre-adoption classes or meetings held within the State which they are obliged to attend as part of the adoption process.
- 9.2 Two weeks notice should be given for each absence referred to in this section and appropriate certification provided.

**10. Father's Leave: Entitlement to Adoptive Leave in the event of the death of the adoptive mother**

- 10.1 In the event of the death of the adopting mother at any time prior to or during her adoptive leave, the adopting father, becomes entitled to the remainder of the leave.
- 10.2 The adopting father should inform his employer as soon as possible of his intention to take adoptive leave and/or statutory/non-statutory additional unpaid adoptive leave.
- 10.3 The Certificate of Placement, or Declaration of Eligibility and Suitability, should be provided to the employer within 4 weeks of placement/ commencement of the leave.
- 10.4 The leave should normally commence within 7 days of the event which has created the father's entitlement, or on the day of placement; whichever is later. To avail of his leave entitlement, the father in this circumstance may simply apply in writing to his employer. As soon as is reasonably practicable, the employer should be provided with a copy of the death certificate of the mother.
- 10.5 The sequencing arrangement outlined in Section 4 will also apply to the father's leave:
  - (a) Father's Leave (the transfer to the father of any balance remaining of the mother's 24 week adoptive leave entitlement)
  - (b) Statutory additional unpaid father's leave (the transfer to the father of any balance remaining of the mother's additional 16 weeks of statutory additional unpaid leave)
  - (c) Non-statutory additional unpaid father's leave to end of school year (Aug 31<sup>st</sup>).

**11. Postponement of leave, including in the event of hospitalisation of the child**

- 11.1 In the event that the date of placement is postponed, the commencement date of adoptive leave may also be postponed, provided the employer is informed of the new date of placement as soon as possible.
- 11.2 In the event of the hospitalisation of the child, a request may be made to the employer for postponement of any of the following:
  - (a) adoptive leave
  - (b) statutory additional unpaid adoptive leave
  - (c) father's leave
  - (d) statutory additional unpaid father's leave

- 11.3 Postponement of leave will require the absent teacher to resume duties in the school during the period of postponement. An application for postponement must be made in writing to the employer, accompanied by certification from the hospital in which the child is hospitalised. The employer must notify the teacher in writing as soon as possible of its decision. If the leave is postponed, the employer and the teacher must agree the date of return to work.
- 11.4 The Department/ETB, and the DSP must be notified immediately if the teacher is to return to work to facilitate pay adjustment, cease any benefit from the DSP and the finalisation of payment to the replacement teacher.
- 11.5 The postponed leave must be taken in one continuous period commencing not later than 7 days after the discharge of the child from hospital. The maximum period for postponement of the leave is 6 months.
- 11.6 The teacher must provide the employer with a letter or other appropriate document from the hospital, or the child's doctor, confirming the child's discharge date.
- 11.7 If the teacher becomes ill having returned to work and before s/he has taken the postponed leave, s/he will be considered to have started the postponed leave on the first day of absence due to illness unless the teacher notifies the employer that s/he does not wish to begin the postponed leave. If this happens s/he will forfeit the postponed leave and the absence will be treated as sick leave. The normal procedures in relation to sick leave should then be followed, including the furnishing of a medical certificate where appropriate.

## **12. Termination of Placement**

- 12.1 Where, other than as a result of the death of the child, the placement of a child with a teacher terminates before the expiration of the adoptive leave or statutory/non-statutory additional unpaid adoptive leave, the teacher must notify the employer in writing of the date of termination within 7 days.

## **13. Termination of statutory additional unpaid adoptive/father's leave in the event of sickness of the mother/father**

- 13.1 If a teacher has made an application for statutory additional unpaid adoptive leave, or statutory additional unpaid father's leave, and subsequently becomes ill, s/he is entitled to cancel that application in writing, not later than 4 weeks before such leave is due to commence. If the 4 week deadline has passed the entitlement to cancel the leave has been



lost. However, a formal request can still be made to cancel such leave in favour of a certified sick leave absence.

- 13.2 Approval of such a request to terminate the leave is at the discretion of the employer. If approved, the employer and the teacher must agree the date for any such termination of the leave. The date agreed can not be earlier than the first day of certified illness and not later than when the terminated leave would otherwise have ended. The normal procedures in relation to sick leave will then apply. The teacher will not be entitled subsequently to take the statutory additional unpaid adoptive leave or any part of it not taken at the time of commencement of sick leave.
- 13.3 To facilitate any necessary pay adjustment the Department/ETB must be notified immediately that the teacher is now on sick leave.

#### **14 Fixed Term Appointments/Fixed Purpose Appointments**

- 14.1 A teacher who is on a fixed term/fixed purpose contract of employment shall have full adoptive leave entitlements during the term of the contract. The granting or taking of adoptive leave entitlements should not affect a fixed term appointment or the renewing of such an appointment.
- 14.2 Adoptive leave entitlements shall cease on expiry of the contract unless that contract is followed directly by a 'back to back' contract in an approved teaching post funded by monies provided by the Oireachtas.

#### **15. Replacement Contracts**

- 15.1 All absences covered by the terms of this chapter, of duration of at least one day, are substitutable. Contracts awarded to cover absences outlined in this chapter should make clear reference to the fact that there are circumstances where the replacement appointment may have to be terminated in the event of the absent teacher returning to duties earlier than initially expected. (e.g. an absent teacher postpones part of the adoptive leave due to the hospitalisation of the child).

#### **16. Status during Leave**

- 16.1 A teacher absent on any of the leave types referred to in this chapter, with the exception of non-statutory additional unpaid adoptive leave, is deemed to have been in employment at

that time. Paid absences are fully reckonable for all purposes including seniority, determination of panel rights etc. Statutory additional unpaid adoptive leave is reckonable for all purposes, with the exception of superannuation and remuneration. Absence on non-statutory additional unpaid adoptive leave to the end of the school year is not reckonable for any purpose including accrual of annual leave.

## **17. Vacant Posts of Responsibility**

- 17.1 A teacher absent on any of the leave types covered by the terms of this chapter should be notified regarding vacant Posts of Responsibility which are to be filled in the school.

## **18. Employment during Adoptive Leave**

- 18.1 Teachers are not permitted to engage in any paid employment during the course of their adoptive leave. Under DSP regulations Adoptive Benefit may be terminated in the event that paid employment is taken up while on adoptive leave. Any salary payment from this Department/ETB may have to be reviewed in the event of termination of Adoptive Benefit arising from non-compliance with the terms of the DSP scheme

## **19. Resumption of Duties**

- 19.1 The employer should provide the absent teacher with a written statement of her/his absence and expected date of resumption of duties. Four weeks before the teacher is due to return to the workplace written notice should be given to the employer confirming the intention to resume duties from that date.

## **Appendix A**

### **Application Form for Adoptive Leave Entitlements**

This application must be fully completed and retained in the school /ETB for record and audit purposes. It can be used to apply for adoptive and/or statutory and/or non statutory additional unpaid adoptive leave. It should be completed and submitted at least 6 weeks before the leave is due to commence. This application is NOT to be submitted to Department of Education and Skills.

If the applicant pays Class A PRSI contributions, a completed AB1 Form should be submitted to DSP. This form is available from DSP or online at [www.welfare.ie](http://www.welfare.ie) APPLICATION IN RESPECT OF:

☐ Adoptive Leave    ☐ Statutory Additional Unpaid Adoptive Leave

☐ Non Statutory Additional Unpaid Adoptive Leave

*Please tick as appropriate:*

Name: \_\_\_\_\_ School: \_\_\_\_\_

Roll No. \_\_\_\_\_ Contact No: \_\_\_\_\_ PPSN: \_\_\_\_\_

Expected date of placement (EDP) \_\_\_\_/\_\_\_\_/\_\_\_\_

*(A certificate of placement should be submitted as soon as reasonably practicable. In the case of foreign adoption a declaration of eligibility and suitability should be provided in advance of commencement)*

In the case of foreign adoption, if any of the statutory additional unpaid adoptive leave is to be taken prior to placement please enter the dates here: \_\_\_\_\_ to \_\_\_\_\_

I wish to take 24 weeks Adoptive Leave from \_\_\_\_\_ to \_\_\_\_\_ (enter the dates).

State number of days statutory additional unpaid adoptive leave that are to be taken following adoptive leave (if any): \_\_\_\_\_ (consecutive days and to include weekends).

Statutory additional unpaid adoptive leave from \_\_\_\_\_ to \_\_\_\_\_ (enter inclusive dates).

A teacher who, on completion of adoptive leave and statutory additional unpaid adoptive leave, as appropriate, may apply for non-statutory additional unpaid adoptive leave to the end of the school year.

Non-statutory additional unpaid adoptive leave to the end of the school year from \_\_\_\_\_ to 31 August \_\_\_\_

I wish to apply for the above leave in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools*.

Signature of teacher: \_\_\_\_\_ Date: \_\_\_\_\_

#### **Approval and Verification by Employer**

I certify that I have approved the above leave in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools* and I have retained on file the following documents for audit purposes:

- 1) All applications for adoptive leave entitlements.
- 2) Certificate of placement (declaration of eligibility and suitability, where appropriate).
- 3) A copy of the completed AB1 form.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ (On behalf of Employer)

## **Appendix B**

### **Procedures relating to the Recording of Adoptive Leave on OLCS (non ETB schools)**

- 1) Click Add under Leave on the OLCS menu
- 2) Enter start and end date of the leave.
  - Click Next
- 3) Select the staff member on leave
  - Select the leave category – Family Leave and
  - Select the leave sub category – Adoptive Leave

The total number of days in the range should read 168 (24 weeks) in respect of adoptive leave.

  - Click Next
- 4) Click Add Child and enter details
  - Click Add

### **Information to Assist Employers in the Completion of the AB1 Form**

- A list of the PRSI weeks for the current and previous year is displayed on OLCS to assist in the completion of the Employer's section of the AB1 form.
- Where the total number of PRSI weeks is 52 for the previous tax year and the teacher has been in continuous employment since then, the total number of weeks to be entered is 52. If the total number of weeks is less than 52 and the teacher has a contract to the start date of her adoptive leave the total number of weeks is the sum of PRSI weeks in the previous tax year plus the PRSI weeks in the current tax year to the start date of her adoptive leave.
- Enter the appropriate Employers Registered Number, sign, date and stamp accordingly

Employer Register Number for Post-Primary Teachers is 0081300S

Employer Register Number for Primary Teachers is 4000099H

- Click Add. A confirmation message is displayed.

### **Note: Additional Adoptive Leave (Unpaid)**

It is important to note the Unpaid Adoptive Leave absences cannot be entered on OLCS until the next working day subsequent to the notification of Adoptive Leave. The Department/ETB must first verify the Adoptive Leave in order to commence deductions from salary.



Example Adoptive Leave Calculation

Example based on a Date of placement of 20 September 2016 and full use of the 112 days statutory additional unpaid adoptive leave (some taken before the date of placement and some after the adoptive leave); followed

<p>(1) Statutory Additional Unpaid Adoptive Leave (max of 16 weeks=112 days)</p> <p>Foreign adoption: Where a period of Statutory Additional Unpaid Adoptive Leave is required before the day of placement, for the purposes of meetings outside the State or familiarisation with the child to be adopted, some or all of the Statutory Additional Unpaid Adoptive Leave may be taken before the day of placement.</p>	<p>In this example 11 unpaid days are taken prior to the date of placement for the purposes of familiarisation with the child in a foreign adoption:</p> <p>From 9 September to 19 September 2016 = 11 days</p> <p>101 days remain out of the 112 day allocation of statutory additional unpaid adoptive leave</p>
(2) Commencement Date for 24 weeks of Adoptive Leave (same as the date of placement)	20 September 2016
(3) Adoptive Leave end date (last day of the leave)	06 March 2017 (this date is 24 weeks on from 20 Sept)
(4) Statutory Additional Unpaid Adoptive Leave (max of 16 weeks=112 days)	<p>In this example 11 days have already been taken prior to placement [see (1) above], leaving up to 101 days to be taken now. The full 101 days remaining are taken in this case.</p> <p>From 07 March 2017 to 15 June 2017 inclusive</p>
(5) Provisional Resumption date following Statutory Additional Unpaid Adoptive Leave	<p>16 June 2017</p> <p>(if no other leave is taken, this is the date that the teacher should return to school duties)</p>
(6) Teachers have a further option of Non Statutory Additional Unpaid Adoptive Leave to the end of the school year (August 31 <sup>st</sup> )	<p>In this example the teacher chooses to avail of the non statutory leave option:</p> <p>From 16 June 2017 to 31<sup>st</sup> August 2017</p>
(7) Final date for resumption of duties	1 <sup>st</sup> September 2017

by additional non statutory unpaid leave to the end of the school year.

## ADOPTIVE LEAVE WORKSHEET

NAME:		PPS No: _____
(1) Statutory Additional Unpaid Adoptive Leave	<p>Foreign adoption: The applicant must give the employer a copy of the <i>declaration of eligibility and suitability</i> to establish her/his entitlement to the leave.</p> <p>Where a period of Statutory Additional Unpaid Adoptive Leave is required before the day of placement, for the purposes of meetings outside the State or familiarisation with the child to be adopted, some or all of the Statutory Additional Unpaid Adoptive Leave may be taken before the day of placement.</p>	<p>Dates:</p> <p>From: _____</p> <p>To: _____</p> <p>No. of days taken _____</p>
(2) Commencement/Date of Placement	<p>24 weeks Adoptive Leave commences from the date of placement of the child.</p> <p>Domestic adoption: a <i>certificate of placement</i>, indicating official date of placement/expected date of placement should be provided to the employer as soon as is reasonably practicable.</p> <p>Foreign adoption: A copy of the <i>declaration of eligibility and suitability</i>, along with particulars of the placement must be furnished to the employer as soon as is reasonably practicable.</p>	Date : _____
(3) Adoptive Leave end date:	Count 24 weeks from date of commencement (168 days)	Date: _____
(4) Statutory Additional Unpaid Adoptive Leave	<p>The amount of unpaid leave applied for by the applicant subject to the maximum statutory unpaid leave allowable is 16 weeks (112 days)</p> <p>Foreign adoption: If some of this leave has been utilised prior to placement then only the unused balance of the 16 week allocation remains to be taken now.</p>	<p>Dates:</p> <p>From: _____</p> <p>To: _____</p>
(5) Provisional resumption date	Determine the next working day which follows the end of the Statutory Additional Unpaid Adoptive Leave period	<p>Date:</p> <p>If leave outlined at (6) below is not availed of then this is the return to work date</p>
(6) Teachers have a further option of Non Statutory Additional Unpaid Adoptive Leave to the end of the school year	The end of the school year is to be understood as meaning the next August 31 <sup>st</sup> following the date at (5) above	<p>If non statutory unpaid leave applies then it runs from the date at (5) above to Aug 31<sup>st</sup></p> <p>_____ to Aug 31<sup>st</sup> _____</p>
(7) Final date for resumption of duties	This will be the first working day following the period at (6) above	Final Resumption Date: _____

## CHAPTER FOUR – CAREER BREAK SCHEME

(Should be read in conjunction with the [Introduction](#), [General Provisions for All Schemes](#), and [Definitions](#))

### **1 Career Break Scheme**

1.1 The main objectives of this scheme below, which are not exhaustive, is for employers, wherever possible to facilitate applicants in the areas of:

- Personal Development
- Voluntary Service Overseas
- Accompany spouse/partner on Diplomatic/Military Posting
- Education
- Public Representation
- Childcare/Dependent care
- Self-employment

### **2 Duration of Career Break**

2.1 A teacher may engage in this scheme subject to an overall maximum absence of 10 years in the course of his/her professional career.

2.2 A career break shall be a period of not less than 1 school year and may be extended on an annual basis provided the total period of the career break does not exceed 5 years at any one time.

2.3 A subsequent career break may not be taken until the teacher has served for a period equal to the duration of the previous career break. In the case of a teacher wishing to avail of a career break to undertake voluntary service abroad /missionary/diplomatic/military/Oireachtas/or study leave this requirement will be waived.

2.4 A career break shall commence on the start of a school year and a return to duty in the school/ETB which granted the career break shall not be permitted other than on the start of a succeeding school year. In exceptional circumstances, an employer may authorise a teacher to commence a career break during the course of a school year and terminate not earlier than the end of that school year. This is deemed to be a one year career break.

2.5 The duration of a career break may not extend beyond

- a) the date of termination of a fixed term contract where the applicant is employed under such a contract or
- b) the date of compulsory retirement age

### **3 Eligibility**

3.1 A teacher may apply for a career break where s/he:

- a) is registered with the Teaching Council and
- b) will have satisfactorily completed, at the end of the school year in which they are applying, 12 months of continuous service with the current employer.

### **4 Operation of the Scheme**

- 4.1 A teacher seeking a career break must submit a written application to the employer not later than the 1<sup>st</sup> February of each school year prior to that in which s/he proposes to commence/continue the career break. The application must provide clear details of the exact purpose of the career break. A late application may be considered by the employer in exceptional circumstances.
- 4.2 A teacher who wishes to extend his/her career break must apply for this extension on an annual basis.
- 4.3 Each application for or extension of a career break shall be considered on its own merits by the employer within the context of the school's policy statement. The decision of the employer shall be final.
- 4.4 The employer shall issue a written notice of approval or refusal to the teacher by 1<sup>st</sup> March at the latest and submit notice of the career break absence to the Department (via the OLCS)/relevant ETB system on or before 1<sup>st</sup> April. The employer must also list the names of all teachers availing of a career break on the annual change of staff form with the exception of non ETB Schools.
- 4.5 Where an application for a career break is refused the employer must inform the applicant in writing setting out the grounds for such a refusal.
- 4.6 Taking account of the extent of arrangements to be put in place by the employer to cater for the career break, the applicant shall not be permitted to withdraw his/her application



after the 14<sup>th</sup> April. In exceptional circumstances the employer in its sole discretion may consider a later withdrawal of a career break application.

## **5 Teaching whilst on Career Break**

5.1 A teacher on a career break is precluded from taking up an appointment in any capacity in any school within the State. Schools must give priority to qualified teachers when making appointments for periods of substitution. In exceptional circumstances a teacher on a career break may be employed on the following basis:

- in Post Primary – for a maximum of 150 hours in a school year
- in Primary – for a maximum of 40 days in a school year

## **6 Appointment of a Replacement Teacher**

6.1 Where a replacement teacher is to be employed, the position must be filled in accordance with current rules for teacher recruitment. He/she shall be offered a specified purpose (fixed term) contract. Such a contract must include a condition that the contract will terminate on the teacher on career break resigning, retiring or returning to full time employment or the following 31<sup>st</sup> August whichever happens first.

## **7 Posts of Responsibility**

7.1 A teacher on career break will retain eligibility to apply for a Post of Responsibility which occurs in the school and s/he shall be notified of any vacancies by the employer.

## **8 Resumption of Duty following a Career Break**

8.1 A teacher must notify the employer by the 1<sup>st</sup> February of his/her intention to return to teaching from a career break at the beginning of the next school year. Failure to do so may result in the return being deferred for a further school year (e.g. in the event that the late notification resulted in contractual difficulties for the employer).

8.2 It is the responsibility of the teacher returning from a career break to ensure that s/he is registered with the Teaching Council on the intended date of resumption.

- 8.3 A teacher returning from a career break in excess of two school years shall be screened by the Occupational Health Service (OHS). It is a pre-requisite for the restoration of salary that the teacher is deemed medically fit for teaching duties by the OHS before s/he is permitted to resume his/her teaching post.
- 8.4 A teacher returning from career break must comply with the vetting regulations in operation at the time of return.
- 8.5 The terms and conditions of teachers in general including the terms of any redeployment scheme existing at the time of return shall apply to a teacher resuming duty after a career break.

## **9 Resignation while on Career Break**

- 9.1 A teacher on a career break who wishes to resign from his/her teaching post must notify the employer in writing in accordance with the teacher's terms of employment. If a teacher resigns from the career break during the course of the school year, that year will be deemed to be a full school year for the purposes of Section 4 should the teacher re-enter teaching service at a later date.
- 9.2 In the event that a teacher fails to resume duty at the end of an approved period of career break, the employer/school in the case of ETB, shall immediately notify the Department/ETB so that incremental salary will not issue. The employer shall also take timely action to establish the position and may if appropriate initiate agreed disciplinary procedures.

## **10 Social Welfare Entitlements**

- 10.1 The teacher on a career break remains an employee of the employer for the duration of the absence and the absence does not constitute a break in service for PRSI purposes.
- 10.2 Teachers seeking to maintain their Social Welfare entitlements during a career break should, therefore, contact the Department of Social Protection for advice prior to taking a career break.

## **11 Pension**

- 11.1 A period of unpaid leave of absence does not reckon for pension purposes. However, pension contributions at full actuarial cost in accordance with the relevant pension scheme may be paid, either during the career break (by making arrangements with the Pension Section of the Department/ETB prior to the commencement of the career break) or following a return to teaching. Further information on the purchase of notional service for a career break is available from the Pensions Section of the Department/ETB.
- 11.2 Where a pension scheme member is granted approved unpaid leave of absence to work as a Volunteer Development Worker (VDW), in a developing country, under the auspices of APSO/Comhlamh, it is open to that agency to pay the full actuarial cost to the public service pension provider subject to conditions in place from time to time. Further information is available from the Pensions Section of the Department/ETB.

## **12 Voluntary Deductions at Source**

- 12.1 Voluntary deductions from salary cease when a teacher goes on career break. While a teacher is on career break, details of the voluntary deductions will remain on his/her payroll record and therefore, any deductions in place prior to the teacher's career break will recommence on his/her return to the payroll unless it has been end dated at the request of the teacher involved via the deduction agency. This Department/ETB will not make any deduction in respect of any accumulated unpaid amounts for the period of the career break.
- 12.2 It is the sole responsibility of a teacher availing of a career break to ensure that medical insurance policies, income continuance insurance, union subscriptions, credit union payments do not lapse. No liability rests with this Department/ETB for policies of any nature which lapse. Further details in relation to voluntary deductions can be found on the Department's website under [Education Staff – Services - Payroll / Financial - Voluntary Deductions - Conditions of operation of a Deduction At Source \(DAS\) facility for Voluntary Deductions](#)
- 12.3 Any outstanding balances owed by a teacher participating in the Cycle to Work or the Travel Pass Scheme must be cleared before commencing a career break.

### **13 Public Holiday Entitlements - Organisation of Working Time Act, 1997**

- 13.1 A teacher on career break retains an entitlement to salary payment for Public Holidays solely in respect of those occurring in the initial 13 weeks of the absence. As a career break must commence on 1<sup>st</sup> September, a salary payment is due in respect of the October Public Holiday in the first year only.
- 13.2 In the unusual event of a career break following immediately on another absence, the absence will be deemed to be one continuous absence and no entitlement additional to that gained by virtue of the initial absence will accrue to the teacher in the first 13 weeks of the career break.
- 13.3 Where there is a leave in lieu entitlement at the start of a school year that leave shall be exhausted prior to commencement of career break however the leave in lieu together with the career break will count as one year for the purpose of the career break scheme.



## CHAPTER FIVE – JOB SHARING SCHEME

(Should be read in conjunction with the [Introduction](#), [General Provisions for All Schemes](#), and [Definitions](#))

### **1. Job Sharing Scheme**

- 1.1 The purpose of the job sharing scheme is to assist teachers in combining work with personal responsibilities or choices.
- 1.2 It is a matter for the employer to decide the time-sharing arrangement(s) which it is prepared to endorse e.g. week on /week off, split week. Post-Primary employers, for example, may require a job sharing teacher to be timetabled over 5 days per week. Subject to the exercise by the employer of its responsibility in this regard, timetable arrangements for job sharing teachers should be designed within the spirit of the scheme to facilitate the teacher, so far as is practicable.
- 1.3 In the case of Primary schools as soon as a Board of Management has decided to allow job sharing, parents should be informed that their child(ren) would be taught by job sharing teachers in the relevant school year. A Board is required to notify parents at the earliest possible opportunity by way of a special meeting called by the Principal/Board of Management. Teachers whose job sharing applications have been approved by a Board are required to attend such a meeting. The requirement for the special meeting should not be replaced by other means of communicating to parents the information regarding job sharing arrangements.

### **2. Basis of Scheme**

- 2.1 A teacher may make an application to share a wholetime post on a 50:50 basis or may apply to reduce their hours to 50% of a wholetime teacher. This amounts to 14 hours 10 minutes per week in the case of a Primary teacher or 11 hours per week teaching in the case of a Post Primary teacher,
- 2.2 There are two options for a job sharing arrangement:
  - a) Sharing a wholetime post: Two wholetime teachers in the same school apply to job share or in the case of interschool job sharing (primary schools only) where two wholetime teachers in two different schools apply to job share.

- b) A teacher applies to job share and the employer is willing to recruit a teacher for the balance of the available hours on a specified purpose (fixed term) contract which will terminate at the end of the school year.

### **3 Duration of Job Sharing Agreement**

- 3.1 The minimum period for which a job sharing arrangement may occur is one school year.
- 3.2 In exceptional circumstances an employer may authorise a job sharing arrangement to commence during the course of the school year and terminate not earlier than the end of that same school year.

### **4 Eligibility**

- 4.1 A teacher may apply to job share where he/she
  - a) is registered with the Teaching Council and
  - b) will have satisfactorily completed at the end of the school year in which they are applying 12 months of continuous service with the current employer and
  - c) holds a post for the following school year greater than 50% of a wholetime teacher. (i.e. 14 hours 10 minutes per week in the case of a Primary teacher or 11 hours per week teaching in the case of a Post Primary teacher).

Job sharing is not available to the following:

- d) at Primary: Principal and Home School Liaison Co-ordinator and
- e) at Post Primary: Principal, Deputy Principal and Home School Liaison Co-ordinator.
- f) Teachers on secondment.

### **5 Operation of the Scheme**

- 5.1 A teacher seeking to job share must submit the prescribed application form JS1, attached at [Appendix A](#) of this chapter, to the employer not later than the 1<sup>st</sup> February prior to the school year in which he/she proposes to commence/continue job sharing.

- 5.2 A teacher who wishes to extend his/her job sharing arrangement must apply for this extension on an annual basis.
- 5.3 Each application to job share shall be considered on its own merits by the employer within the context of the school's policy statement. The decision of the employer shall be final.
- 5.4 The employer who hosts the teachers availing of the inter school job-sharing arrangement (primary schools only) is considered to be the employer for both job sharers for the duration of the job sharing period and the teacher should sign a Form of Agreement with the host employer.
- 5.5 A teacher on a career break or other approved leave of absence may apply to resume teaching duties on a job sharing basis.
- 5.6 The employer shall issue a written notice of approval or refusal, which will set out the basis of the refusal, to the teacher by 1<sup>st</sup> March at the latest.
- 5.7 Taking account of the extent of arrangements to be put in place by the employer to cater for a job sharing post, the applicant should not be permitted to withdraw his/her application after 14<sup>th</sup> April, or from once the replacement teachers contract has been signed, whichever happens first. This should be included in the notice from the school to the teacher.
- 5.8 In exceptional circumstances if the applicant can be accommodated within the approved staffing allocation and subject to contractual arrangements, an application for withdrawal from a job sharing scheme and/or an earlier return to full-time employment may be considered by the employer. However, such an application may not be considered beyond 1<sup>st</sup> November.
- 5.9 The employer must list the names of all teachers availing of job sharing arrangements on the annual change of staff form/relevant ETB system. The job sharing application must be retained in the school/ETB.

## **6 Duties**

- 6.1 Employers shall ensure that appropriate communication processes are in place between teachers sharing a post in order for them to fulfil the responsibilities of the post.
- 6.2 A job sharing teacher must be available for relevant staff and parent meetings in accordance with school policy and agreements.

- 6.3 The obligation to provide additional hours under the existing Public Service Agreements is pro rata for teachers who are job sharing.

## **7 Pay/Reckoning of Service**

- 7.1 Job sharing teachers will receive where applicable remuneration equal to 50% of a full time post inclusive of qualification allowances (i.e. Higher Diploma, Primary, Masters and Doctorate Degree, Ard Teastas Gaeilge)
- 7.2 Where a teacher holds any job role allowance e.g. - Teaching through Irish Allowance / Diploma in Special Education / Diploma for Teachers in a Specific Disability Category, the teacher may lose these allowances under a job-sharing arrangement.
- 7.3 Each year of job sharing service given, will reckon as one year of service for promotion and incremental purposes.

## **8 Additional Work by Job Sharing Teacher**

- 8.1 Job sharing teachers may not
- a) engage in any substitute teaching
  - b) act as a special needs assistant in the school in which he/she is employed or any other school or
- 8.2 It is not permissible for a job sharing teacher to engage in outside employment without the consent of the employer. It shall be a matter for the employer to determine whether or not any such employment is in conflict with their ability to carry out their duties as an employee of the school. If such a conflict is deemed to exist, the approval of the employer shall be withheld.

## **9 Appointment of a Replacement Teacher**

- 9.1 Where a replacement teacher is to be employed, the position must be filled in accordance with current rules for teacher recruitment. He/she shall be offered a specified purpose (fixed term) contract. Such a contract must include a condition that the contract will terminate on the job sharing teacher resigning, retiring or returning to full time employment or the following 31<sup>st</sup> August whichever happens first.
- 9.2 The replacement teacher may apply for any available hours in any school up to the maximum of a wholetime post.



## **10 Posts of Responsibility**

### **10.1 Primary**

- a) Where a primary school Deputy Principal is approved for job sharing he/she must relinquish his/her post of responsibility and the appropriate allowance for the duration of the job sharing arrangement.
- b) An Assistant Principal or a Special Duties Teacher may retain his/her post of responsibility allowance while job sharing provided the employer decides that the duties of the post can be performed in full.
- c) Where an employer decides that it is not possible for the job sharing teacher to perform the full duties of the Assistant Principal or Special Duties post an acting Assistant Principal or Special Duties Teacher may be appointed and the allowance will be shared equally between the two teachers (i.e. the acting post holder and the job sharing teacher.) The allowance shall be restored to the actual post holder on resumption of fulltime duties.
- d) The acting post holder will not establish personal title to the allowance and will relinquish same when the Job Sharer resumes full time duties.

### **10.2 Post Primary**

- a) An Assistant Principal or a Special Duties Teacher may retain his/her post of responsibility allowance while job sharing provided the employer decides that the duties of the post can be performed in full.
- b) Where an employer decides that it is not possible for the job sharing teacher to perform the full duties of the Assistant Principal or Special Duties post, he/she shall forfeit the allowance for the duration of the arrangement. The allowance shall be restored on resumption of fulltime duties.
- c) The acting post holder will not establish personal title to the allowance and will relinquish same when the Job Sharer resumes full time duties.

#### *Primary and Post Primary*

- 10.3 Appointment to and payment in respect of Acting Posts of Responsibility at Primary and Post Primary level will be in accordance with the applicable Circular Letters and /or other regulations.

- 10.4 The employer in consultation with the Principal, should keep the operation of posts of responsibility held by job sharing teachers under review to ensure responsibilities are adequately discharged.

## **11 Termination/Resumption of Duty**

- 11.1 Employers must ensure that teachers participating in the job-sharing scheme are aware that the arrangement may be terminated at any time if it is not operating in the best interests of pupils.
- 11.2 It is the responsibility of the employer to ensure that the Payroll Section of the Department/ETB is informed in advance of the date of termination of the job sharing arrangement of the teacher and the date of termination of the employment of the replacement teacher in order to avoid any overpayments of salary.

## **12 Maternity Leave /Adoptive Leave**

- 12.1 A full time teacher on maternity/adoptive leave, opting to job share in the next school year, will be paid at the full time rate of pay up until the beginning of the next school year at which point the teacher will be paid the job sharing rate of pay for the remainder of the leave.
- 12.2 A job sharing teacher on maternity/adoptive leave, opting to return to full time duties in the next school year, will be paid at the job sharing rate of pay up until the beginning of the next school year at which point the teacher will be paid the full time rate of pay for the remainder of the leave.

## **13 Public Holiday Entitlements**

- 13.1 Entitlements arising to a job sharing teacher from e.g. bank holidays, will accrue to the teacher who would otherwise be scheduled for duty on the day in question. In such cases however, the normal attendance regime will, where necessary be varied slightly by the employer with a view to allowing both job sharing partners to benefit equally from school closures.

## **14 Resignation while Job Sharing**

- 14.1 A teacher engaged in a job sharing scheme who wishes to resign from his/her teaching post must notify the employer in writing in accordance with the teacher's terms of employment.

## **15 Pension**

- 15.1 In accordance with the applicable circular letters and /or other regulations, a job sharing teacher shall be eligible for superannuation benefits on the same basis as full-time staff, save that each year of service given in a job sharing capacity will reckon as six months full-time service for superannuation purposes.
- 15.2 It may be open to a job sharing teacher to purchase notional service for superannuation purposes. Further information in relation to the purchase of notional service and other pension related matters is available from the Departments website [Retirement-Pensions](#) or by contacting the relevant ETB. Any queries regarding the purchase of notional service should be submitted by email to [pensions@education.gov.ie](mailto:pensions@education.gov.ie) or the relevant ETB.

## **16 PRSI Implications**

- 16.1 Teachers who propose to undertake job sharing should satisfy themselves (by contacting the Department of Social Protection if necessary) as to whether the proposed pattern of job sharing will have any implications for their PRSI contributions/credit record.

## **17. In Service/School Planning Days**

- 17.1. Job sharing teachers in primary schools who are required to attend courses/school planning days on days they are not due to teach shall be granted leave in lieu for such days. Leave in lieu will not be granted where the teacher's attendance on such days is part of the additional hours commitment under the current Public Service Agreements.
- 17.2. Where leave in lieu is to be granted, confirmation of attendance at the course/school planning day should be submitted in writing to the employer for input on the OLCS/ relevant ETB system where appropriate. Substitution for such days is not paid by the Department/ ETB.

## **18. Re-deployment**

- 18.1. Job sharing teachers will be subject to the same conditions of re-deployment as full time teachers.

Application Form for Job Sharing(This form to be retained in the school/ETB for record and audit purposes) *Form JS1***Part 1 (A separate form must be completed by each job sharing applicant)**

Name	
Home Address	
Contact Telephone No.	
E-Mail Address	
PPSN	
Teaching Council Registration Number	
Length of continuous service with current employer	
In case of Fixed Term Teachers, contract end date	
School Name & Address	
School Roll Number	

**Part 2 – Options for Job Sharing Arrangement**Please indicate which Job Sharing Options you wish to apply for *Please Tick ✓*☐ Application to share a wholetime post with another teacher in the same school

Name of other Teacher: \_\_\_\_\_

☐ Application to share a wholetime post with another teacher through an Interschool Job Sharing Arrangement (primary schools only)

Name of other Teacher: \_\_\_\_\_

Name of other School: \_\_\_\_\_

Roll No of other School: \_\_\_\_\_

☐ Application to share a whole time post with a replacement teacher. (The replacement teacher to be recruited by my employer)☐ Application to reduce hours of teaching that are less than wholetime hours to job sharing hours and the school is requested to recruit a teacher for the balance of the available hours.



**Part 3 – Details of Proposed Job Sharing Arrangement**

Proposed start date of job sharing arrangement: \_\_\_\_\_

*Please Tick - ✓*

I, the undersigned:

- ☐ wish to apply for job sharing in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools*.
- ☐ I consent to the transfer of the personal information provided by me on this application form to the partner school involved in the proposed job sharing arrangement
- ☐ I declare that the information which I have given in this Application Form is true and accurate.

Signature of Teacher (Named in Part 1) \_\_\_\_\_

Date \_\_\_\_\_

**Part 4 (must be completed by the Employer(s))**

**NOTE:** The following information should be noted before completion.

1. On the basis of the information contained in Part 1 of the completed application form, Employer(s) should determine whether the teachers satisfy the eligibility criteria in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools*.
2. The decision to approve a job sharing arrangement rests solely with the Employer (s)
3. The Employer(s) should inform the teachers of their decision in writing at the earliest possible date but no later than 1<sup>st</sup> March.
4. If the Employer(s) approves the teacher's application they should
  - (a) complete Part 4 of this application form and retain this in the host school/ETB and
  - (b) list the names of all teachers approved for job sharing on the annual change of staff form/relevant ETB system.

*Please Tick - v I, the undersigned declare:*

- ☐ that I have examined and approved this Job Sharing Application.
- ☐ that the applicant meets the eligibility criteria in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary School* and the regulations and procedures set out have been adhered to.
- ☐ that I have informed the teacher of the decision in writing.

Name: \_\_\_\_\_ (In Block Capitals)

Signature of Employer (Host School) \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

*I, the undersigned declare:*

- ☐ that I have examined and approved this Job Sharing Application.
- ☐ that the applicant meets the eligibility criteria in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools* and the regulations and procedures set out have been adhered to.
- ☐ that I have informed the teacher of the decision in writing.

Name: \_\_\_\_\_ (In Block Capitals)

Signature of Employer (Other School) \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

\*The second signature is only required in respect of an interschool job sharing arrangement (primary schools only).

## CHAPTER SIX – PARENTAL LEAVE ENTITLEMENTS

(Should be read in conjunction with the [Introduction](#), [General Provisions for All Schemes](#), and [Definitions](#))

### 1. Parental Leave Entitlements

- 1.1 Parental leave is a period of unpaid leave available to teachers for the purpose of the care of children. It is provided for under the Parental Leave Acts 1998 and 2006 and the European Union (Parental Leave) Regulations 2013 (S.I. No. 81 of 2013).
- 1.2 A teacher on parental leave is deemed for all purposes to be in employment at that time with the exception of remuneration and superannuation. The absence is therefore fully reckonable for all other purposes including seniority, access to the redeployment panel, progression on the incremental salary scale and notification regarding posts of responsibility.
- 1.3 A teacher absent on parental leave may not engage in any type of teaching or any other type of paid employment as, under the terms of the Parental Leave Acts, the leave is specifically intended for the care of children.

### 2 Entitlement to Parental Leave

- 2.1 A teacher is entitled to 18 weeks parental leave in respect of each child up to the age of 13 years or the age of 16 years in the case of a child with a disability and/or long-term illness. There is no obligation however to take the full 18 weeks leave. Applicants who have taken 14 weeks previously may now apply for an additional 4 weeks provided they still meet the entitlement criteria.
- 2.2 Each parent has a separate entitlement to parental leave from his/her job and such leave is available to each parent who meets any of the following criteria:
  - (a) the natural parent
  - (b) the adoptive parent
  - (c) the adopting parent
  - (d) a teacher acting *in loco parentis* to a child
- 2.3 Where a teacher is acting *in loco parentis* it is a matter for the employer to be satisfied that the granting of parental leave is appropriate.

### **3. Eligibility**

- 3.1 A teacher may be eligible for parental leave where s/he has completed one year's continuous employment with the employer from whose employment the leave is taken. This requirement is waived in the case of a teacher compulsorily redeployed into a school provided that s/he has completed one year's continuous employment in her/his former school before being redeployed.
- 3.2 In circumstances where, on the latest day for commencing a period of parental leave, the teacher has less than one year but more than three months continuous teaching service with the employer from whose employment the leave is to be taken, the teacher shall be entitled to parental leave for a period of one week for each month of continuous service completed with his/her employer at the time of the commencement of the leave.
- 3.3 A teacher who is on or due to be placed on a panel for redeployment may not apply for parental leave beyond the end of the school year in which his/her post is to be withdrawn.
- 3.4 Entitlement to parental leave shall cease on the expiry of the contract of employment and that contract not having been renewed.

### **4. Pattern for Parental Leave**

- 4.1 A teacher may avail of parental leave in blocks of at least 1 week up to a maximum of 18 weeks. Please note each period of parental leave must be a minimum duration of 7 consecutive days including weekends, school closures and days on which a teacher is not timetabled for attendance occurring within that period.
- 4.2 Where a teacher applies for parental leave for 6 or more weeks, the minimum period which must be granted by the employer is 6 weeks except in the cases of postponement and refusal of parental leave as outlined in paragraphs 8 and 9 below.

### **5. Special Pattern in Exceptional Circumstances**

- 5.1 In certain circumstances a teacher may avail of parental leave in the form of individual days where a child has particular medical problems that require the attendance of a parent with the child at a hospital, clinic or therapeutic appointment on a regular basis.



- 5.2 In such circumstances certification from the hospital or clinic in respect of the absence must be submitted to the employer and retained on the teacher's personnel file.

## **6 Parental Leave Time Limits**

### **6.1 Entitlement to parental leave shall end**

- not later than the day on which the child concerned attains his/her 13<sup>th</sup> birthday or
- in the case of an adopted child aged between 11 and 13 years, not later than two years from the date of the adoption order
- in the case of a child with a disability and or long term illness, not later than the day on which the child attains his/her 16<sup>th</sup> birthday.

### **6.2 Parental leave for more than 1 child in any period of 12 months may not exceed 18 weeks without the consent of the employer except in the case of multiple births (twins, triplets etc.) where a teacher has a statutory entitlement to take more than 18 weeks in any 12 month period.**

## **7. Statutory Annual Leave/Public Holiday Entitlement**

### **7.1 In general full time employees are entitled to 20 days annual leave. Employees who work less than full hours are entitled to annual leave on a pro rata basis.**

### **7.2 Any entitlements in respect of public holidays occurring while on parental leave will be addressed by additional annual leave.**

### **7.3 These annual leave entitlements are to be taken on existing school closure days that occur in the leave year in question i.e. both before and after the parental leave period. Annual leave entitlements are to be taken at a time outside of the period of parental leave.**

### **7.4 When availing of parental leave and there are not enough school closure days in the leave year to absorb all annual leave entitlements, it is permitted to take the necessary days immediately before the parental leave in the same leave year. Alternatively, teachers will be permitted to carry the balance forward to the following leave year but must then take these days during school closures.**

- 7.5 Teachers who resign/retire or their employment ceases may be entitled to additional payment in lieu of their accrued leave.

## **8 Postponement of Parental Leave by the Employer**

- 8.1 Parental leave may be postponed in circumstances where granting the leave at that time would have a substantial adverse effect on the operation of the school and ordinarily the leave may only be postponed once. An example of a reason why an employer would postpone parental leave would be a difficulty in obtaining a replacement teacher for the duration of the absence.

- 8.2 In such circumstances the employer is obliged to

- consult with the teacher prior to any decision to postpone the leave
- where the postponement is deemed necessary, notify the teacher in writing not later than 4 weeks before the intended date of the commencement of the leave
- ensure that the postponement is not any longer than 6 months from the *original date* on which the parental leave was due to commence
- agree a new date for the postponed leave to be taken at a time when the teacher would otherwise have been working
- ensure that any further or subsequent postponement can only be permitted on the grounds where it affects seasonal variation.
- ensure that new confirmation documents (see Paragraph 12 below) agreeing to the new revised dates are signed by both parties with the understanding that this can be further amended provided there is agreement between both parties.

- 8.3 Where solely as a result of postponement of the leave a child passes the age threshold, the entitlement to parental leave is not lost. The leave should be taken as soon as possible after the period of postponement has lapsed on a precise date agreed by both parties.

## **9 Refusal to grant Parental Leave**

- 9.1 Where there are reasonable grounds to believe that the teacher may not be entitled to parental leave the employer may refuse to grant such leave.

- 9.2 In such circumstances the employer is obliged to

- notify the teacher in writing of the reasons for the proposed refusal and invite him/her to make representations on the matter within 7 days.

- consider any representations from the teacher before making a final decision on whether or not to refuse the leave
- where the employer ultimately decides to refuse the leave then the teacher must be notified in writing of the decision summarising the grounds for the refusal.

## **10 Transfer of Parental Leave**

- 10.1 Subject to the approval of the employer, it is possible to transfer 14 weeks out of the 18 week parental leave entitlement to another parent of a relevant child, provided the other parent is employed with the same employer. In compliance with Council Directive 2010/18/EU, it is necessary for each parent to retain 4 weeks, out of his/her 18 week entitlement, for his/her own personal use. Under that Directive, these 4 weeks may not be transferred to another parent and can only be used by the parent with whom the entitlement originates. This means where both parents are in the one school one parent may avail of 32 weeks and the other 4 weeks.

## **11 Teacher Application**

- 11.1 Application for parental leave should be made by a teacher to his/her employer at least 6 weeks in advance of commencement of the leave on the prescribed application form which is attached at [Appendix A](#) of this chapter.

## **12 Employer Confirmation Document**

- 12.1 The employer in granting parental leave should, 4 weeks prior to the commencement of the leave, prepare with the teacher the confirmation document attached at [Appendix B](#) of this chapter. This document constitutes a legal agreement between the parties. A teacher may revoke the application at any point prior to the signing of the confirmation document by both parties.

## **13 Confirmation to the Department/ETB**

- 13.1 The school must notify the Department (via the OLCS)/relevant ETB system, not later than 4 weeks prior to the commencement of the leave. As parental leave is unpaid leave, undue delay in recording of the leave may result in overpayment of salary to the teacher concerned. Any overpayment of salary arising in this manner must be recouped from the teacher.

## **14 Replacement Teacher**

- 14.1 In the case where a replacement teacher is to be employed s/he shall be offered a specified purpose (fixed term) contract and such a contract must state that it is an objective ground that the contract may be terminated in the event of the teacher on parental leave returning to employment earlier than expected.

## **15 Termination of Parental Leave**

- 15.1 Parental leave may be terminated by the employer if there are reasonable grounds to believe that the leave is being used for a purpose other than the care of the child/children concerned.
- 15.2 Before terminating the leave the employer is obliged to
- notify the teacher in writing that the matter is under consideration, and invite the teacher to make representations within 7 days
  - consider any representations from the teacher before making a final decision
  - notify the teacher in writing of the decision summarising the grounds
- 15.3 The final decision notification should inform the teacher of his/her obligation to return to work after the expiry of 7 days from the receipt of the notice.

## **16 Suspension/Postponement of Parental Leave through illness of the Teacher**

- 16.1 If during, or immediately prior to, the agreed period of parental leave, the teacher concerned becomes ill to the extent that s/he is unable, or will be unable to care for the child it is possible:
- where the leave has not already commenced, to postpone the taking of the leave to such time as the teacher is fit to resume the care of the child, or
  - where the leave has already commenced, to suspend the taking of the balance of the leave to such time as the teacher is fit to resume the care of the child.



- 16.2 Where it becomes necessary due to illness to suspend or postpone the leave the teacher must as soon as is reasonably practicable provide written notification to the employer of the postponement/suspension of the leave due to illness and provide appropriate medical certification to the employer which confirms the teacher's incapacity to care for the child as a result of illness.
- 16.3 It should be noted that the suspended portion of the leave, if it is to be availed of, must be taken as soon as possible after the teacher has been certified fit to resume.
- 16.4 If, purely as a consequence of a suspension of the leave due to the certified illness/incapacity of the parent, the child goes over the age threshold, the entitlement to take the leave remains and must be taken as soon as possible.

## **17 Carryover of remaining Parental Leave from a previous employment**

- 17.1 Subject to the normal age threshold limitations and service requirements, a teacher entering this scheme from a previous employment either in a teaching or non-teaching capacity where some parental leave has already been availed of
- shall retain his/her statutory right to any unused remainder of parental leave which has been carried over to the new employment, and
  - irrespective of previous arrangements, shall take his/her parental leave in accordance with the terms of this chapter.

## **18 Overlap of statutory leave types**

- 18.1 It is not permissible to be simultaneously absent on two types of statutory leave. Where there is an overlap (e.g. maternity leave), parental leave may be postponed for a reasonable period by mutual agreement between the employer and the teacher.

## **19 Request to change work hours/pattern**

- 19.1 A teacher returning to work from parental leave may request a change in work hours/pattern for a set period of time.

- 19.2 Such request must be made in writing to the employer as soon as reasonably practicable, but not later than six weeks before the proposed commencement of the set period of time concerned, specifying the nature of the changes requested and the date of commencement and duration of the set period requested.
- 19.3 The employer shall consider that request having regard to the teacher's terms and conditions in relation to leave and remuneration as well as the needs of both the school and the teacher. The employer shall inform the teacher in writing if the request is being granted or refused as soon as reasonably practicable, but not later than four weeks after receiving an application.
- 19.4 Where the request is approved, both parties must prepare and sign a written agreement which sets out the revised work arrangements, including date of commencement and duration of the changes. The employer must retain the original agreement on file and give a copy to the teacher. At any time before the agreement has been signed, the teacher may, by notice to the employer in writing, revoke the requested change to work hours/pattern.

## **20 Voluntary Deductions**

- 20.1 Voluntary deductions from salary cease when a teacher goes on parental leave. It is the sole responsibility of a teacher availing of parental leave to ensure that medical insurance policies, income continuance insurance, union subscriptions, credit union payments etc. do not lapse. No liability rests with the Department/ETB for policies of any nature which lapse. Further details in relation to voluntary deductions can be found on the Department's website [www.education.ie](http://www.education.ie) under Education Staff – Information – Payroll & Financial – Voluntary Deductions.

## **21 Social Welfare Arrangements**

- 21.1 All queries in relation to Social Welfare arrangements and appropriate credits should be directed to the Department of Social Protection.

## **22 Application form and the confirmation document**

- 22.1 Copies of the
- a) application form for parental leave
  - b) confirmation document

are attached Appendices A and B of this chapter.

## Appendix A

### Application Form for Parental Leave

(TO BE COMPLETED BY TEACHER)

School: \_\_\_\_\_ Roll No. \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No: \_\_\_\_\_

PPSN:									
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I hereby make application for parental leave in respect of:

Name of Child: \_\_\_\_\_ Date of birth: \_\_\_\_\_

(The birth certificate of the child and, where applicable, evidence of the date of the adoption order of the child, or evidence of parent acting in loco parentis should accompany this application)

Have you previously availed of parental leave in respect of the child above? Yes ☐ No ☐

If yes please state the number of weeks: \_\_\_\_\_

I propose to take parental leave as follows:

Please tick

☐ In one continuous block of 18 weeks

☐ In separate periods of weeks as follows:

Dates of parental leave as follows:

From – To:	From – To:	From – To:

I hereby confirm that the information recorded in this document is true and accurate and my application for parental leave is submitted in accordance with the regulations and procedures of the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools*.

Signature of Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

On completion please forward this Application Form to your Employer

Appendix B  
Confirmation Document for Parental Leave

(TO BE COMPLETED BY THE EMPLOYER AND TEACHER)

I hereby confirm that parental leave has been granted to:

Name of Teacher: \_\_\_\_\_

PPSN:									
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In respect of:

Name of Child \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Parental leave has been granted in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools* as follows:

From – To:	From – To:	From – To:

Signature of Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employer: \_\_\_\_\_ Date: \_\_\_\_\_

Following signing, no amendment can be made to the confirmation document without the agreement of both parties.

This document should be retained on the teacher's personnel file and a copy retained by the teacher.



## CHAPTER SEVEN – UNPAID LEAVE

(Should be read in conjunction with the [Introduction](#), [General Provisions for All Schemes](#), and [Definitions](#))

### 1. Unpaid Leave

- 1.1 Unpaid Leave must only be considered in the most exceptional circumstances, where the employer is satisfied that there is a compelling obligation involving absence from duty. Absences under this heading must not be used to substitute other forms of leave, statutory or otherwise and must not be of a recurring nature.
- 1.2 Applications for unpaid leave must be approved by the Board of Management/ETB six weeks in advance of the absence

### 2. Duration of Unpaid Leave

- 2.1 The maximum amount of unpaid leave which may be taken is 10 school days in a school year. Substitution will be paid by the Department/ETB.

### 3. Other

- 3.1 Absence for part of a school day constitutes an absence for a full school day.
- 3.2 Pro-rata entitlements to absences under this chapter will apply to teachers employed on a part-time basis.
- 3.3 Any unpaid absence without the approval of the employer will be dealt with under disciplinary procedures.
- 3.4 The employer shall submit notice of all unpaid leave to the Department (via the OLCS)/relevant ETB system regardless of whether or not a substitute teacher was employed. Applications for unpaid leave should be entered on the OLCS system/ETB System as early as possible after they are approved by the employer to ensure that deductions from pay are made at the correct time. It should be noted that an absence for unpaid leave cannot be changed once it is processed on the OLCS.
- 3.5 Absences under this heading do not impinge on entitlements under Statutory Leave.
- 3.6 A teacher absent on unpaid leave cannot be employed in another recognised primary or post primary school to undertake teaching in any capacity or undertake the duties of a special needs assistant.

DEPARTMENT OF EDUCATION & SKILLS  
Cornamaddy, Athlone, Co Westmeath, N37 X659