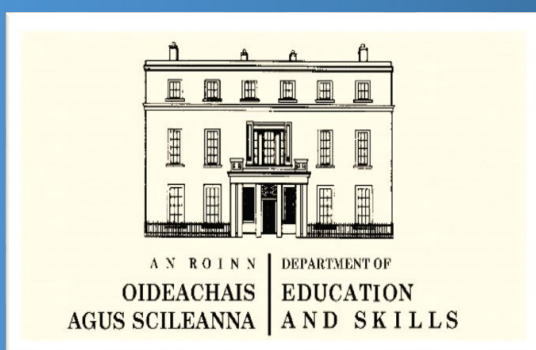


# Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools



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 supersedes the previous edition of this Web Book and all previous circulars, memoranda, rules and regulations in the areas covered.

The Minister for Education and Skills, pursuant to the power contained in Section 24 of the Education Act (as amended), 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 & Conditions for Teachers and SNAs  
27th June, 2017

Padraig Maloney  
Principal Officer  
Payroll Division  
27th June, 2017

### **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.

### **4. Retention of Documentation**

- 4.1 All documentation relating to teacher absences must be retained by the employer with the relevant personnel records and in line with the school's data protection policy. 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.

### **5. Further Information**

- 5.1 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 purpose of this book the following terms shall have the meaning assigned to them unless the context indicates otherwise:

**Appropriately Qualified** – means the teacher has qualifications suitable to the post and is registered with the [Teaching Council](#) for the sector for which he/she 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 31<sup>st</sup> August and a new contract will begin from 1<sup>st</sup> September of the same year.

**DSP** – means the [Department of Social Protection](#).

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

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

**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.

**Paymaster** – means the person/organisation in charge of paying salaries. The Department of Education and Skills in the case of primary, voluntary secondary, community and comprehensive teachers and the Education and Training Boards in the case of vocational schools/community college teachers.

**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.

**Replacement Teacher** – means an appropriately qualified teacher recruited for the balance of the available hours on a specified purpose (fixed term) contract.

**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.

**Teacher** – means a person registered with the [Teaching Council](#).

**The Department** – means [The Department of Education and Skills](#).

## CHAPTER ONE – REQUIREMENT TO REGISTER WITH THE TEACHING COUNCIL

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

### 1. The Teaching Council Act 2001

- 1.1 The Teaching Council was established under the Teaching Council Act, 2001.
- 1.2 Section 30 of the Teaching Council Act commenced with effect from 28 January 2014 under S.I. No. 419/2013 – Teaching Council Act 2001 (Commencement) Order 2013.
- 1.3 Other than the limited exceptions permitted under Ministerial Regulations, Section 30 prohibits payment from Oireachtas funds to people employed as teachers in recognised schools unless they are registered with the Teaching Council. Registration history details are provided by the Teaching Council and are retained by the Paymaster. The Department/ETB are prohibited from making salary payments in circumstances where a teacher has been permitted to teach by the employer but was not registered with the Teaching Council at that time.
- 1.4 Section 30 does not apply to a person who is employed:
  - a) as a teacher in a centre for education, other than a school, a place providing university, other third level education, other education or training setting (e.g. Youthreach, certain VTOS provision), or
  - b) in a recognised school in a role other than that of teaching (see Section 4 below)
- 1.5 Where registration is not renewed by the renewal date, the Council will, in accordance with Section 34, remove the teacher from the Register. A teacher who has been removed from the Register must reapply for registration under Section 31 of the Act. Such an application will include vetting by the National Vetting Bureau and scrutiny of qualifications.
- 1.6 In accordance with [Section 36](#) of the Act a registered teacher shall, as soon as practicable, notify the Teaching Council of any change necessary in respect of the details entered in the register. All correspondence relating to registration will issue to the address recorded in the register for that purpose. All correspondence for payment purposes will issue to the address of record on the Department's/ETB's payroll. No fault shall lie with the Council/Paymaster in the event that correspondence is not received where details have not been kept up to date.

### 2. Recruitment of Teachers

- 2.1 In recruiting people to teaching positions, employers must comply with the registration requirements of the Teaching Council Act and with S.I. No. 32/2014.
- 2.2 In particular, employers should ensure that registration with the Teaching Council is included as a requirement when advertising vacant teaching posts. Evidence of current registration should also be sought prior to that position being offered; (e.g. by the employer viewing the teacher's Teaching Council registration renewal receipt of payment, or confirming the teacher's registration status through the [Search the Register function](#) on the Teaching Council website at [teachingcouncil.ie](http://teachingcouncil.ie)).

- 2.3 Employers must ensure that the requirement to maintain registration with the Teaching Council is inserted as a condition within all contracts.
- 2.4 Outside the limited and exceptional circumstances permitted under the Ministerial Regulations, set out below, an unregistered person employed in place of a teacher in a recognised school cannot be paid from public monies.

**3. Limited exceptions under Ministerial Regulation from the requirement to employ a registered teacher**

3.1 The limited exceptions to paragraph 1.3 as set out here, are permitted under Ministerial Regulations, (S.I. No.32/2014, Education Act 1998 (Unregistered Persons) Regulations 2014).

3.2 The Regulations provide as follows:

- a) An unregistered person may be appointed where an employer has made all reasonable efforts to appoint a registered teacher in accordance with the normal appointment procedures and no registered teacher is available to take up the position in question.
- b) An unregistered person so appointed will be paid a single rate of pay for unregistered persons who are engaged under these regulations and that rate of pay will be lower than that payable to registered teachers (unqualified rate).
- c) An unregistered person so appointed may not be paid from public funds for a continuous period of more than 5 consecutive school days.
- d) The employer must be satisfied that an unregistered person so appointed is competent and capable of acting in the place of a registered teacher in the school.
- e) Where circumstances dictate that an unregistered person be employed, the employer shall continue to make all reasonable efforts to employ a registered teacher.
- f) It must be a term and condition of the unregistered person's contract of employment that it will terminate immediately if the employer can replace him or her with a registered teacher, or at the expiry of a continuous period of 5 consecutive school days, whichever happens first.
- g) Pursuant to Regulations 10(1) and 10(2), of S.I. No. 32/2014, the employer must retain, and be in a position to furnish to the Minister, evidence that it



has been unable to employ a registered teacher in the place of a registered teacher in a recognised school.

### 3.3 Unregistered Person

- a) An unregistered person so appointed is subject to vetting with the National Vetting Bureau.
- b) An unregistered person so appointed must hold at least a level 7 qualification on the National Framework of Qualifications (within the meaning of the Qualifications and Quality Assurance (Education and Training) Act 2012).
- c) The school Principal must record in writing that any such appointment has been made in accordance with the Regulations and shall inform the employer. This should be noted in the minutes of the next Board of Management/ETB meeting.

3.4 The Ministerial Regulations do not permit the payment from public funds of a registered teacher who is suspended from, or has been removed from, the register under Part 5 (Fitness to Teach) of the Teaching Council Act 2001.

3.5 Ireland is under obligations at European level to deliver language specialist (mother tongue) provision to children of certain EU institution officials. There is a continuing obligation on the State to deliver this provision. In order to meet this ongoing commitment, an exception is provided for in the Ministerial Regulations to permit the employment of an unregistered person, who is a native speaker of the language to be delivered (see Regulation 5), for a period of no more than one school year at a time (see Regulation 7). In accordance with the Ministerial Regulations, the same individual must not be re-engaged in that role on successive contracts.

3.6 The Department and the ETB are bound by the Regulations and are prohibited by law from making exceptions in individual cases. There is no discretion to depart from the Regulations.

## 4. Classification of certain posts as non-teaching posts

4.1 In the case of certain posts, the most appropriate person to be appointed is someone with specialist qualifications or experience, regardless of whether or not he/she has a teaching qualification. It is in the educational interests of students that the people delivering the courses have those specialist qualifications or experience, and it is in the public interest that such courses and activities are provided. In addition, a primary degree or equivalent qualification recognised by the Teaching Council in the subject area in question may not be available, giving rise to concerns about the ongoing supply of qualified staff.



#### 4.2 PLC: Post Leaving Certificate Courses

A number of courses delivered in PLCs are ones which are most appropriately delivered by people who are not teachers but have specialist qualifications or experience. The Department, in consultation with the management bodies, has identified these posts. Such posts are not subject to the requirements of Section 30. All posts delivering the listed subject areas are classified as tutor posts. In the PLC area, teachers may deliver some modules in the areas listed below, where this forms a small proportion of their overall hours.

List of PLC courses/modules re-designated to be delivered by a tutor (This list may be amended from time to time):

- Beauty Therapy (The qualifications requirements for Beauty Therapy and Hairdressing will be those set out previously in Circular 47/2000.)
- Hairdressing
- Security Studies
- Animal Care/Grooming
- First Aid

#### 4.3 Certain specialist roles in special schools

A small number of roles carried out in special schools are appropriate for delivery by people who are not teachers but have specialist qualifications or experience. Such posts are not regarded as teaching posts. They are not therefore subject to the requirements of Section 30. People employed in these posts before the commencement of Section 30 retain their former rate of pay and conditions of employment. New appointees since commencement of Section 30 on 28<sup>th</sup> January 2014 are paid and classified as tutor posts.

List of Special Education courses/modules re-designated to be delivered by a tutor

(This list may be amended from time to time):

- Irish Sign Language
- Swimming Instructor
- Horticulture/Gardening
- Play and Interactive Support
- IT Computer Studies
- Music Therapy
- Craftwork

#### 4.4 Other Specialist Areas

There will be other areas where it is necessary to employ an industry or sectoral expert to deliver programme content. An example of this would be content leading to

industry-awarded qualifications such as Cisco networking, or Microsoft Certified Engineer, where the awarding body specifies the qualification to deliver the programme. There will also be other developing and specialist areas in the ICT area as well as areas such as highly specialised crafts with subject content leading to the awards of sports bodies and others. People in these areas will be employed as tutors, or on a contract for service basis. All proposals to recruit for this purpose must be approved in advance by the Department.

- 4.5 Departmental approval must be granted for any reclassification of post(s). Appropriate qualifications requirements may be drawn up for tutor appointments in these areas from time to time, taking account of industry requirements.

4.6 School Chaplains

In the case of school chaplains paid by the State, these posts are regarded as teaching posts and, therefore, those appointed to them should be registered teachers. However, it was recognised that the most significant aspect to the role and time of a chaplain is not teaching but the provision of pastoral care in recognised schools. Having regard to that objective, any school chaplain already in employment prior to commencement of Section 30, and who was ineligible for registration with the Teaching Council, was permitted to continue in his/her primary role in pastoral care but is prohibited from teaching. Since commencement of Section 30, new appointees to chaplain positions must be registered teachers.

**5. The Teaching Council**

- 5.1 The Act requires the Teaching Council to send written reminders annually to each registered teacher regarding registration renewal. Where a teacher fails to apply to renew registration, the council is required to give one month's notice in writing that registration will not be renewed unless the application and renewal fee are submitted within that month. This correspondence reminds recipients that only registered teachers can be paid salaries from Oireachtas funds and encourages registered teachers to maintain registration. There is an immediate obligation on the teacher to notify their employer that they have not renewed their registration.
- 5.2 Each year before his/her renewal date, the Teaching Council will send each teacher a reminder notice and renewal form (first letter of notification only) to his/her last notified correspondence address. The Council also issues renewal reminders by email. A registered teacher should make note of his/her renewal date and should contact the Council if he/she does not receive a renewal notice when they would normally expect to receive such a notice.
- 5.3 In the event that registration is not renewed by the renewal date, the Teaching Council will send the teacher a notice stating that he/she will be removed from the register if registration is not renewed. The consequences of removal from the register for teachers in employment, including cessation of salary, will be specified in the notice.

**6. The Paymaster**

- 6.1 The Teaching Council will provide the Paymaster with registration details for all teachers on an ongoing basis.

- 6.2 The Paymaster will check the registration history for each person due to receive salary prior to processing each payroll to confirm registration. Save for limited exceptions (provided for in the Ministerial Regulations as set out previously in Section 3), salary will not be paid by the Paymaster to any person not registered with the Teaching Council. There will be no retrospective payment for a period during which a person is unregistered.
- 6.3 Any salary paid in respect of a period during which registration has lapsed must be recovered by the Paymaster. As Section 30 provides that no salary entitlement exists in that circumstance, such recoupment is in compliance with statute and will not fall under the normal overpayment procedures, as presently set out in Circular 0084/2015 “Policy and Procedures for dealing with the recovery of overpayments of salary or pension” and in the case of ETBs Circular 0032/2016 “Policy and Procedures for dealing with the recovery of overpayments of salary”. Where possible, the full amount must be recovered in one lump sum, or where there are insufficient funds in a single salary payment to cover the full amount, recoupment will be spread across the minimum number of salary payments necessary to recoup the total amount recoverable.
- 6.4 The Paymaster will resume payment of salary from the date of return to duties following registration with the Teaching Council.

## **7. Posts of Responsibility**

- 7.1 A person cannot be appointed to a post of responsibility unless they are registered.

## **8. Paid Leave of Absence**

- 8.1 All teachers on any form of paid leave of absence must be registered with the Teaching Council and maintain that registration at all times. In the event that a person’s registration lapses while on paid leave, salary will not be paid for the period he/she is unregistered and the person remains on the original leave type.

## **9. Publicity and Notifications Relating to Registration**

- 9.1 The Teaching Council provides a very comprehensive Frequently Asked Questions (FAQs) section on their website which covers issues including registration, renewal and Section 30. The Department website also hosts an information page on the requirement to be registered.
- 9.2 All queries in relation to registration should be directed to the Teaching Council at the following email address: [Section30@teachingcouncil.ie](mailto:Section30@teachingcouncil.ie).
- 9.3 Queries in relation to this Chapter may be sent to the Department at the following email address: [section30\\_queries@education.gov.ie](mailto:section30_queries@education.gov.ie)



## **10. Teaching Council Non Registration (TCNR) Leave**

- 10.1 A teacher who receives notice from the Teaching Council that he/she will be removed from the register if registration is not renewed, must immediately inform his/her employer and apply to his/her employer for Teaching Council Non Registration (TCNR) leave.
- 10.2 TCNR Leave is an Unpaid Leave of Absence provided to enable registration issues to be dealt with by the individuals concerned. The employer should place a teacher on TCNR leave where they become aware that the teacher's Teaching Council registration has lapsed, subject to the following:
- a) Those not registered but who are qualified and eligible for registration may be granted a period of unpaid TCNR leave, subject to a maximum duration of 6 months, to address whatever issues are delaying registration/renewal.
  - b) For those not eligible for registration at the time of enactment of Section 30 on 28 January 2014, but who wished to become registered, a period of unpaid TCNR leave was available in which to acquire the necessary qualifications to become registered. The TCNR leave in this circumstance was restricted to no more than 6 years, or to the end of his/her contract of employment at that time, whichever occurred first.
  - c) To avail of TCNR leave evidence of actually pursuing registration must be submitted to the employer. The employer must confirm to the Paymaster that a period of unpaid leave has been granted under this provision.
- 10.3 **Appointment of a Replacement Teacher** – where a replacement teacher is to be employed to cover TCNR leave, he/she shall be offered a fixed term/specified purpose contract to be terminable on the return/resignation/retirement/end of contract, of the person on leave but no later than the end of the school year.
- 10.4 **Resumption of Duty** – a person on TCNR leave must notify the employer immediately upon registration with the Teaching Council and a date shall be arranged with the employer for the earliest possible return to duties.
- 10.5 It is the responsibility of the employer to inform the Paymaster of the date of return of a teacher to duties following TCNR leave.
- 10.6 A person returning from TCNR leave 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 person is deemed medically fit for duties by the OHS before he/she is permitted to resume his/her post.
- 10.7 The terms and conditions of teachers in general, including the terms of any redeployment scheme existing at the time of return, shall apply to the person resuming duty after TCNR leave.
- 10.8 A registered teacher returning from TCNR leave will be paid from the date of return to duties.



- 10.9 **Incremental Credit** – a period of TCNR leave of absence does not reckon for incremental credit purposes.
- 10.10 Service given under the limited exceptions permitted by Ministerial Regulation (set out at Section 3 above) does not reckon for incremental credit purposes.
- 10.11 **Social Welfare Entitlements** – A person seeking to maintain his/her Social Welfare entitlements during a TCNR leave should contact the Department of Social Protection for advice.
- 10.12 A person on TCNR leave remains an employee of the employer for the duration of the absence and the absence does not constitute a break in service for purposes of determining PRSI Class.
- 10.13 **Pensions** – a period of TCNR leave of absence does not reckon for pension purposes. Subject to the provisions of the Purchase of Notional Service Scheme the period may be reckoned for pension purposes on payment of contributions at full actuarial cost following a return to service.
- 10.14 Further information on the purchase of [Notional Service](#) is available from the Department's website. Queries regarding notional service may be emailed to [pensions@education.gov.ie](mailto:pensions@education.gov.ie) or addressed to the Pension Unit of the Department. Teachers employed by an Educational Training Board (ETB) should direct any queries to the relevant ETB.
- 10.15 The new Single Public Service Pension Scheme ("Single Scheme") commenced with effect from 1 January 2013. The Scheme applies to all pensionable first-time entrants to the Public Service on or after that date, as well as to former public servants returning to the public service after a break in pensionable service of more than 26 weeks. (A period of approved TCNR leave does not constitute a break in service for the purposes of the Single Scheme.) Further information on the Single Public Service Pension Scheme is available on the website of the Department of Public Expenditure and Reform at [Single Scheme Booklet](#).
- 10.16 **Voluntary Deductions at Source** – when a person goes on TCNR leave their salary ceases.
- 10.17 It is the sole responsibility of a person on TCNR leave to ensure that voluntary deductions, such as medical insurance policies, income continuance insurance, union subscriptions, credit union and local property tax payments etc., do not lapse.
- 10.18 No liability rests with the Paymaster for policies of any nature which lapse. Further details in relation to voluntary deductions can be found on the Department's website [Voluntary Deductions](#)

## CHAPTER TWO – STATUTORY ANNUAL LEAVE/PUBLIC HOLIDAY ENTITLEMENTS

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

### 1. Statutory Annual Leave/Public Holiday Entitlements

- 1.1 In general full time employees are entitled to 20 days annual leave
- 1.2 Employees who work less than full hours are entitled to annual leave on a pro rata basis.
- 1.3 Any entitlements in respect of public holidays will be addressed by additional annual leave where the Public Holiday occurs while the teacher is absent on any of the following:
  - Sick Leave
  - Maternity Leave
  - Adoptive Leave
  - Parental Leave
  - Career Break
  - Job Sharing
  - Carer's Leave
- 1.3 Annual leave entitlements are to be taken on existing school closure days that occur in the leave year in question and before or after the leave period availed of and at a time outside of the leave period (e.g. Sick Leave/Maternity Leave.)
- 1.4 Where 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
  - prior to Maternity , Adoptive and Parental Leave and
  - after in the case of Sick Leave

Alternatively, teachers are permitted to carry the balance forward to the following leave year but must then take these days during school closures.

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

### 2. Accrual of Annual Leave while on Sick Leave

- 2.1 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.

## CHAPTER THREE – 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 & Wellbeing Programme and the Occupational Health Service ([OHS](#)) for teachers.

The [Employee Assistance & Wellbeing Programme](#) incorporates confidential counselling on issues such as health, relationships, bereavement, stress, conflict, critical incident and trauma. In addition to counselling, other services include family life advice, specialist information and manager support. 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 he/she 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. job sharers), 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 (an illness which is not regarded as critical 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<sup>st</sup> September 2014. There is no requirement that

the current absence, which commenced on or after 1<sup>st</sup> 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<sup>st</sup> 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<sup>st</sup> September 2014 on the basis that a teacher previously had a serious illness that meets the following criteria:

- the serious illness commenced within the 4 year service period prior to 1<sup>st</sup> September
- commenced within a period of 4 years' service before the commencement of the current absence and
- 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 PSSLS.

- 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 whole-time 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<sup>st</sup> 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<sup>st</sup> 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 he/she fails to submit the required medical certification, the employer, following due process, should 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 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 must 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 whatever reason, the overpayment will be recovered in full from a teacher's future salary payment in line with Circular 84/2015 "Policy and Procedures for dealing with the recovery of overpayments of salary or pension" or in the case of ETBs, Circular 32/2016 "Policy and Procedures for

dealing with the recovery of overpayments of salary”, following notification to OLCS/ETB.

#### **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 his/her 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. Reasonable Accommodation**

16.1 The Employment Equality Acts require employers to take reasonable steps to accommodate the needs of employees and prospective employees with disabilities. Reasonable accommodation typically involves some modification to the tasks/structure of a job or workplace environment, which would enable such an employee to fully perform their work role and enjoy equal employment opportunities. An employer will make reasonable adjustments for teachers who have a disability, or who have acquired a disability, to have reasonable accommodation made to facilitate their return to work. However, employers are not obliged to provide special treatment or facilities if the cost of doing so is excessive or disproportionate. The employer should explore in conjunction with the teacher and the OHS any appropriate enabling options, for example: (these examples are not exhaustive):

- Making reasonable adjustments to the school building and/or working space
- Acquiring relevant equipment or modifying existing equipment
- Partial Return to Work as detailed below

## **17. Partial Return to Work (PRW)**

17.1 This provision exists to facilitate a teacher recovering from an illness to transition back to full duties over an agreed limited period of time. Access to a PRW is not an automatic entitlement and is subject to the recommendation of the OHS and the approval of the employer.

17.2 At the end of this period it is expected that the teacher shall have reached a state of medical fitness sufficient to allow him/her to undertake full duties on a whole time basis.

17.3 The employer should ensure all reasonable steps are taken to facilitate the PRW arrangement. Decisions on PRW applications should be recorded by the employer.



- 17.4 The approved PRW arrangement will commence on an agreed date. The exact duration of a PRW arrangement will be based on the advice of the OHS and is permitted for a maximum period of one school term. PRW may commence at any time within a school term but shall not extend beyond the end of that term. An early return to full time duty from PRW may take place subject to OHS approval and agreement with the employer on an agreed date.
- 17.5 The teacher availing of the PRW must undertake to carry out their responsibilities in accordance with their contract for a minimum of 2 full school days every week. The teacher will be paid their full rate of pay for the days worked.
- 17.6 The remaining days on which the teacher does not work during the PRW (including weekends) must be recorded as Sick Leave via the OLCS/relevant ETB System. The OHS recommendation for PRW is sufficient evidence for the employer to record these Sick Leave absences. The appropriate rate of sick pay/TRR will be applied in accordance with the terms of the Sick Leave Scheme as outlined in this Chapter.
- 17.7 For teachers who were on Sick Leave prior to 1<sup>st</sup> September 2014 and resume duties under a PRW, any subsequent Sick Leave will be dealt with in accordance with the terms of the Sick Leave Scheme.
- 17.8 The employer has the right to withdraw approval of any PRW arrangement if it is not operating in the best interests of the pupils/school.
- 17.9 A substitute teacher may be employed and will be paid by the Department/ETB to cover the balance of the days that the teacher availing of the PRW arrangement is absent on Sick Leave.
- 17.10 Absences on paid sick leave (full pay and half pay) are fully reckonable for all purposes including seniority, determination of panel rights and superannuation. Absences on Temporary Rehabilitation Remuneration (TRR) are not reckonable for superannuation and increment purposes.
- 17.11 The PRW provision for teachers will be subject to review over the 2017/18 and 2018/19 school years.

## **18. Pregnancy Related Illness Provisions**

- 18.1 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 provisions which relate to the interaction of pregnancy related illness with Sick Leave limits.
- 18.2 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 Sick Leave, 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.

18.3 The regulations provide for as follows:

- A transitional arrangement which discounts all PRSL taken prior to the commencement of the Public Service Sick Leave Scheme (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.

18.4 Employers, upon receipt of a medical certificate stating the illness to be pregnancy related, must enter the absence via the OLCS/relevant ETB system as “pregnancy related illness”. This arrangement applies only to illness occurring during pregnancy and before Maternity Leave commences.

18.5 The scenarios set out at [Appendix C](#) of this chapter illustrate how the arrangements will operate.

## **19. Salary Adjustment**

19.1 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.

19.2 Any action which necessitates an adjustment to a teacher’s salary should be notified to the Department/ETB immediately.

## **20. Status during Leave**

20.1 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.

## **21. PRSI Arrangements**

21.1 In the case of Class A PRSI contributors, the MC1 Social Welfare Certificate must be submitted by the teacher or the school to the relevant payroll section of this Department/ETB after a period of 6 consecutive days of Sick Leave for referral to the DSP. This is required for compliance with PRSI regulations. [Information Note January 2016](#).

## **22. Medical Fitness and role of Teaching Council**

- 22.1 Medical fitness for admission to, and removal or suspension from the Register of Teachers is a matter for the [Teaching Council](#).

## **23. Retirement on ill health grounds**

- 23.1 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.

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

- 24.1 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.

## **25. Additional Information**

- 25.1 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 <sup>th</sup> May 15	22 <sup>nd</sup> May 15	11 days	Certified Illness
1 <sup>st</sup> Sep 16	16 <sup>th</sup> Nov 16	77 days	Certified Illness
	TOTAL	88 days	

Sean goes on certified Sick Leave from the 2<sup>nd</sup> October 2017 to 9<sup>th</sup> October 2017 (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 3<sup>rd</sup> October 2016 there was only 45 days Sick Leave used. 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
12 <sup>th</sup> Jan 15	20 <sup>th</sup> Feb 15	40 days	Certified Illness
1 <sup>st</sup> Dec 15	15 <sup>th</sup> Dec 15	15 days	Certified Illness
1 <sup>st</sup> Mar 16	5 <sup>th</sup> Jul 16	127 days	Certified Illness
	TOTAL	182 days	

Ann goes on certified Sick Leave from the 2<sup>nd</sup> October 2017 to 31<sup>st</sup> October 2017 (30 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 2<sup>nd</sup> October 2016, she has access to full pay for that day. If Ann fulfils the criteria for TRR, the remaining 29 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 <sup>th</sup> Nov 14	22 <sup>nd</sup> Dec 14	43 days	Certified Illness
1 <sup>st</sup> Dec 15	15 <sup>th</sup> Dec 15	15 days	Certified Illness
1 <sup>st</sup> Mar 16	4 <sup>th</sup> Jul 16	126 days	Certified Illness
	TOTAL	184 days	

Joe goes on certified Sick Leave from the 2<sup>nd</sup> October 2017 to 31<sup>st</sup> October 2017 (30 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 <sup>th</sup> Nov 15	23 <sup>rd</sup> Nov 15	12 days	Certified Illness
1 <sup>st</sup> Dec 15	15 <sup>th</sup> Dec 15	15 days	Certified Illness
	TOTAL	27 days	

Marie goes on certified Sick Leave from the 2<sup>nd</sup> October 2017 to 30<sup>th</sup> March 2018 (180 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 180 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 <sup>th</sup> May 15	23 <sup>rd</sup> Jun 15	43 days	Certified Illness
1 <sup>st</sup> Dec 15	15 <sup>th</sup> Dec 15	15 days	Certified Illness
1 <sup>st</sup> Mar 16	20 <sup>th</sup> Jun 16	112 days	Certified Illness
	TOTAL	170 days	

John goes on certified Sick Leave from the 2<sup>nd</sup> October 2017 to 30<sup>th</sup> April 2018 (211 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 16 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 (T.A.)

Mary's Sick Leave record is as follows:

From	To	No of days	Details
1 <sup>st</sup> Oct 2012	31 <sup>st</sup> Jan 2013	123	Pregnancy Related Sick Leave
8 <sup>th</sup> Dec 2013	15 <sup>th</sup> Dec 2013	8	Certified Illness
3 <sup>rd</sup> Mar 2014	5 <sup>th</sup> May 2014	64	Certified Illness
	TOTAL	195	

Mary goes on certified Sick Leave from 1<sup>st</sup> September 2015 to 30<sup>th</sup> September 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 1<sup>st</sup> September 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 September 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 <sup>th</sup> Feb 2013	19 <sup>th</sup> Feb 2013	5	Certified Illness
1 <sup>st</sup> Nov 2013	31 <sup>st</sup> Mar 2014	151	Certified Illness
20 <sup>th</sup> May 2013	20 <sup>th</sup> May 2013	1	Self Certified Sick Leave
1 <sup>st</sup> Oct 2014	1 <sup>st</sup> Nov 2014	32	Pregnancy Related Sick Leave
2 <sup>nd</sup> Nov 2014	1 <sup>st</sup> Dec 2014	30	Pregnancy Related Sick Leave Half Pay
	TOTAL	219	

Rachel goes on certified Sick Leave from 1<sup>st</sup> January 2016 to 29<sup>th</sup> February 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) TRR.

## CHAPTER FOUR – 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/DSP 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. The Application [SW1](#) for Maternity Leave Credits which is available from the DSP must be completed by the teacher and employer and returned to the DSP. It is the teacher's responsibility to apply for these credits and not the employer.



### **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 4th, 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 [MB1](#) 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 MB1 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. Pay Arrangements and Maternity Benefit**

- 7.1 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.
- 7.2 Any action which necessitates an adjustment to a teacher's pay should be notified to the Department/ETB immediately.
- 7.3 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.
- 7.4 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.
- 7.5 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.

- 7.6 Maternity Benefit payment will be treated as taxable income.
- 8. Time off for ante-natal care appointments, post-natal care appointments and attendance at ante-natal classes.**
- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Two weeks' notice should be given for each absence referred to in this section and appropriate certification provided.
- 9. Health and Safety of pregnant, post-natal, and breastfeeding teachers**
- 9.1 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 (within a 26 week period after the birth of the child) 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.
- 9.2 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.
- 9.3 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 Occupational Health Service (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 9.1 and 9.2 above are fulfilled for each such period concerned.

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

9.5 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

9.6 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.

9.7 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. [HSB1 Form](#) .



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

10.1 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.

10.2 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>)

10.3 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.

**11. Postponement of leave entitlements in the event of hospitalisation of the child**

11.1 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

- 11.2 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.
- 11.3 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.
- 11.4 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.
- 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 he/she has taken the postponed leave, he/she 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 he/she does not wish to begin the postponed leave. If this happens he/she 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 statutory additional unpaid Maternity/father's leave in the event of sickness of the mother/father**

- 12.1 An application to take statutory additional unpaid Maternity Leave, or statutory additional unpaid father's leave may be withdrawn in writing, for any reason, up to 4 weeks prior to the proposed commencement date for such leave. If the 4 week

cancellation period provided for in the Act has passed, entitlement to withdraw an application has been lost. However, in the event of illness, a formal request can still be made to the employer, even after a period of such leave has commenced, to terminate the leave in favour of a certified Sick Leave absence.

12.2 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 cannot 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.

12.3 To facilitate necessary pay adjustment the Department/ETB must be notified immediately that the teacher is now on Sick Leave.

### **13. Provision for breastfeeding**

13.1 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

13.2 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.



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

- 14.1 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.
- 14.2 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.

## **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 Maternity Leave due to the hospitalisation of the newborn baby).

## **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 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.

## **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 Maternity Leave**

- 18.1 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.



## **19. Resumption of Duties**

- 19.1 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 Protection Entitlements

**Application Forms/Supporting Documentation should NOT be submitted to the Department of Education and Skills. This Application Form should be fully completed and retained in the school/ETB with any other relevant documentation for record and audit purposes.**

This form 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.

If the applicant pays Class A PRSI contributions a completed [MB 1 & 2](#) Forms 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 non-statutory 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 – Edition 2*.

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 – Edition 2* 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 MB1 and 2 Forms

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

## Appendix B

### Procedures relating to the Recording of Maternity Leave on the OLCS

- 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 [MB 1](#) & [2](#) Forms certification

#### Information to Assist Employers in the Completion of the MB 2 Forms

- 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 [MB 1](#) & [2](#) Forms.
- 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.

## Appendix C (i)

### Example Maternity Leave Calculation Worksheet

Example based on expected date of birth (EDB) of 15<sup>th</sup> May 2017; 26 weeks Maternity Leave commencing from 2<sup>nd</sup> May 2017; followed by 112 days statutory unpaid leave followed by non-statutory unpaid leave to the end of the school year.

(1) Expected date of birth (EDB)	15 <sup>th</sup> May 2017
2) Commencement Date (must be at least 2 weeks prior to the end of the week of the baby's expected birth)	2 <sup>nd</sup> May 2017 (In this example the latest permissible start date would be 8 <sup>th</sup> May 2017)
(3) Maternity Leave end date (26 weeks from 2 <sup>nd</sup> May 2017)	30 <sup>th</sup> October 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 31 <sup>st</sup> October 2017 to 19 <sup>th</sup> February 2018 inclusive
(5) Resumption Date following Statutory Unpaid Maternity Leave	20 <sup>th</sup> February 2018
(6) Teachers have a further option of Non Statutory Unpaid Maternity Leave to the end of the school year (August 31 <sup>st</sup> )	In this example the teacher chooses to avail of this option Non-Statutory Unpaid leave from 20 <sup>th</sup> February 2018 to 31 <sup>st</sup> August 2018
(7) Final date for resumption of duties	1 <sup>st</sup> September 2018



## 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 <sup>st</sup> following the date at (5) above.	If non-statutory unpaid leave applies then it runs from the date at (5) above to Aug 31 <sup>st</sup> .  From: _____  to 31 <sup>st</sup> Aug _____
(7) Final date for resumption of duties	This will be the first working day following the period at (6) above.	Final resumption date:

## CHAPTER FIVE – PATERNITY LEAVE SCHEME

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

### 1. Paternity Leave

- 1.1 Paternity Leave is a single period of 2 consecutive weeks paid leave, available to a relevant parent on the birth/adoption of a child, where the date of birth/day of placement falls on or after 1<sup>st</sup> September 2016.

The term relevant parent refers to a teacher (other than the mother of a child) who is one of the following:

- father of the child
- spouse/civil partner/cohabitant of the birth mother/adopting parent of the child
- spouse/civil partner/cohabitant of the sole male adopter of the child
- parent of the child, under Section 5 of [the Children and Family Relationships Act 2015](#), where the child is a donor-conceived child.

- 1.2 Paternity Leave is available for stillbirths after 24 weeks of pregnancy.
- 1.3 The leave is to allow the relevant parent to provide or assist in the care of the child or to provide support to the mother or adopting parent of the child concerned as the case may be, or both.
- 1.4 Paternity leave may commence at any time from the date of birth or date of placement of the child to 26 weeks thereafter, except in the event of hospitalisation of the child and postponement of the leave.
- 1.5 The employer may appoint a substitute teacher, paid by the Department/ETB while a relevant parent is absent on paternity leave and this must be keyed via the OLCS/relevant ETB system.
- 1.6 A relevant parent on paternity leave is deemed for all purposes to be in employment at that time including remuneration and superannuation. The absence therefore is 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.
- 1.7 A relevant parent absent on paternity leave may not engage in any type of teaching or any other type of paid employment.

### 2. Entitlement to Paternity Leave

- 2.1 Paternity leave may begin on such a date as the relevant parent selects. This leave may commence at any time from the date of birth or day of placement of the child to 26 weeks thereafter.

- 2.2 In the case of multiple births, or where more than one child is being adopted at the same time the maximum of 2 consecutive weeks leave still applies.
- 2.3 In general, only one person who is a relevant parent in relation to a child shall be entitled to paternity leave in respect of that child.
- 2.4 A teacher on less than full hours who is a relevant parent will be entitled to paternity leave on a pro-rata basis.
- 2.5 A teacher may not avail of paternity leave where they are availing/have availed of Adoptive Leave for the same child with the exception of where the leave may be transferred on the death of the other parent.

### **3. Notification, Application and Recording of Paternity Leave**

There are 2 steps in applying for Paternity Leave

#### **3.1 Step 1 – Written Notification**

The relevant parent must notify their employer of their intention to take paternity leave not less than 4 weeks before the commencement of such leave and provide for the employer's inspection the following:

In the case of a birth:

- a copy of the medical certification as provided by the mother to her employer or other appropriate certificate from a registered medical practitioner confirming the pregnancy and specifying the expected date of birth of the child concerned or
- a copy of the birth certificate where notification is given after the birth.

In the case of an adoption:

- a declaration/official placement order in the case of an adoption
- a copy of the placement certificate where notification is given after the date of placement
- 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.

#### **3.2 Step 2 – Completion of Application Form**

The relevant parent must complete the Application Form at [Appendix A](#) as soon as possible, but no later than 7 days after commencement of the leave and forward it to the employer with a copy of the birth certificate/official placement order for the child.

- 3.3 Where, as the case may be, the day of placement is postponed or the date of birth occurs after the date selected by a relevant parent in his/her notification given to



the employer, the relevant parent shall be entitled to select another date on which the paternity leave shall commence.

- 3.4 Notification may be withdrawn in writing by the relevant parent concerned to his/her employer not later than 4 weeks before the commencement of such leave.
- 3.5 Where the date of birth occurs in a week that is 4 weeks or more before the expected date of birth, the relevant parent shall inform the employer immediately and will be deemed to have complied with the notification period if the leave is to be taken at that time. The formal written notification must be given within 7 days commencing on the day of birth.
- 3.6 The school must record the Paternity Leave to the Department via the OLCS/relevant ETB system.

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

- 4.1 A teacher who is on a fixed term/fixed purpose contract of employment shall have full paternity leave entitlements during the term of the contract. The granting or taking of paternity leave entitlements should not affect a fixed term/fixed purpose appointment or the renewing of such an appointment.
- 4.2 Paternity 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.

#### **5. Entitlement to Paternity Leave on the Death of the Relevant Parent**

- 5.1 In the event of the death of the relevant parent entitled to the paternity leave within a period of 28 weeks after the birth or placement of the child and before availing of some or all of the paternity leave, then the leave shall transfer to the surviving parent which means:-
- in the case of a child who is adopted, or is to be adopted, the relevant adopting parent of the child, or
  - in any other case, the mother of the child in relation to a child whose relevant parent has died.
- 5.2 In such circumstances and in the event that the surviving parent is a teacher, he/she must notify the employer in writing of the following, but not later than the day on which the transferred paternity leave begins:-
- of the death of the relevant parent
  - their intention to take the transferred paternity leave
  - the length of the leave they believe they are entitled to and
  - if requested by the employer, provide a copy of the death certificate.
- 5.3 In the case of a surviving parent being entitled to Maternity Leave, a period of transferred paternity leave will commence immediately after the end of all Maternity Leave. In the case of Adoptive Leave, immediately after the end of all Adoptive Leave concerned.



## **6. Postponement of Paternity Leave through Illness**

- 6.1 In the event of illness of the relevant parent immediately prior to the commencement of his/her paternity leave, the paternity leave may be postponed.
- 6.2 The relevant parent must immediately inform the employer and must provide written notification of the postponement of the leave due to illness and include appropriate medical certification. Such absences shall be treated in the same manner as an absence from duty due to illness.
- 6.3 Postponed leave can be taken not later than 7 days after the relevant parent has been certified fit to resume duty or such other date as may be agreed between the relevant parent and the employer provided that the postponed leave shall end not later than 28 weeks after the date of birth or placement of the child.

## **7. Postponement of Paternity Leave on Hospitalisation of the Child**

- 7.1 In the event of the hospitalisation of the child a request may be made to the employer for a postponement of the paternity leave.
- 7.2 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 relevant parent in writing as soon as possible of its decision. If the leave is postponed the relevant parent must resume duties in the school during the period of postponement and the employer and the relevant parent must agree the date of return to work.
- 7.3 The relevant parent 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.
- 7.4 The postponed leave shall be taken as a continuous period beginning not later than 7 days after the child is discharged from hospital or such other date as may be agreed between the relevant parent and the employer.

## **8. Termination of Paternity Leave**

- 8.1 Paternity leave may be terminated by the employer by notice in writing to the teacher if there are reasonable grounds to believe that the leave is being used for a purpose other than the care of the child or to provide support to the adopting parent or mother of the child.
- 8.2 The written notice should outline the grounds for terminating the leave and specify the date by which the teacher must return to work.

## **9. Pay Arrangements and Paternity Benefit**

- 9.1 Continuation of salary during paternity leave is not a statutory entitlement and is contingent upon compliance with the agreed terms and conditions of this scheme.

- 9.2 Any action which necessitates an adjustment to a relevant parent's pay should be notified to the Department/ETB immediately.
- 9.3 Under the DSP [PRSI/Paternity](#) regulations, PRSI contributors at the modified rate (Class D) have no entitlement to Paternity Benefit. Therefore no deduction is applied to their salary and they remain on their ordinary rate of pay.
- 9.4 Under the DSP regulations any Paternity Benefit payable by the DSP to PRSI contributors at the full rate (Class A), will issue directly to the relevant parent in question. A deduction from salary equivalent to the maximum weekly rate of Paternity Benefit payable to the relevant parent will be applied by the Department/ETB.
- 9.5 The applicant is responsible for completion of the [PB 1 Form](#) and should ensure that the school completes the employer's portion [PB 2 form](#) before forwarding to the DSP at least 6 weeks prior to the start date. The PB1 Form should **NOT** be sent to the Department of Education and Skills.
- 9.6 If the amount of benefit payable to the relevant parent differs to the maximum, or if a teacher is not entitled to any Paternity 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 relevant parent furnishes a copy of the DSP's written notice of the actual Benefit rate applicable, if any, to the appropriate payroll. Deductions, where appropriate, will be made during the period of Paternity Leave. If the absences are recorded late any arrears due will have to be deducted from salary after the date of notification.
- 9.7 Paternity Benefit payment is a taxable income.

**Appendix A**  
Application Form for Paternity Leave

***Application Forms/Supporting Documentation should NOT be submitted to the Department of Education and Skills. This Application Form should be fully completed and retained in the school/ETB with any other relevant documentation for record and audit purposes.***

This form should be completed within 7 days of commencement of the Paternity Leave.

If the applicant pays Class A PRSI contributions a completed [PB1 Form](#) should be submitted to the DSP.

**To be completed by the Relevant Parent:**

Name: \_\_\_\_\_ Contact No: \_\_\_\_\_

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

PPSN: \_\_\_\_\_

Date of Birth of the child: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Placement of the child: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(in the case of adoption)

I wish to commence my paternity leave on: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

I wish to apply for the above leave in accordance with the scheme as set out in *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools – Edition 2*.

**Signature of Relevant Parent:** \_\_\_\_\_ **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 – Edition 2* and I have retained on file the following documents for audit purposes:

- 1) Written notification of intention to take Paternity Leave and relevant certification: ☐
- 2) Application for Paternity Leave: ☐
- 3) Certificate showing date of birth/placement of the child: ☐

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

## CHAPTER SIX – ADOPTIVE LEAVE ENTITLEMENTS

(Should be read in conjunction with the [Introduction](#), [General Provisions for All Schemes](#), [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](#), the independent statutory body with responsibility for overseeing the adoption process on behalf of the State.
- 1.4 In the case of a domestic adoption, the employer must be supplied with a *Certificate of Placement* issued by the Adoption Authority of Ireland, which states the date of placement, the gender and age of the child being adopted and the name and address of the adopting parent 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, which states the date of placement, the gender and age of the child being adopted and the name and address of the adopting parent 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 ([PRSI Credit Form](#)) 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](#) (Department of Social Protection Adoptive Benefit 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.
- 5.3 A teacher who avails of statutory additional unpaid Maternity Leave may be entitled to receive PRSI credits. The Application for [Adoptive Leave Credits](#) which is available from the DSP must be completed by the teacher and employer and returned to the DSP. It is the teacher's responsibility to apply for these credits and not the employer.

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

- 7.1 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.
- 7.2 Any action which necessitates an adjustment to a teacher's pay should be notified to the Department/ETB immediately.
- 7.3 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.
- 7.4 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.

7.5 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, he/she should notify his/her payroll section immediately to ensure that he/she 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.

7.6 Adoptive Benefit payment will be treated as taxable income.

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

8.1 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.

8.2 Two weeks' notice should be given for each absence referred to in this section and appropriate certification provided.

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

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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 (31<sup>st</sup> August).

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

10.1 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.

10.2 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

10.3 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.

10.4 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.

10.5 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.



- 10.6 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.
- 10.7 If the teacher becomes ill having returned to work and before he/she has taken the postponed leave, he/she 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 he/she does not wish to begin the postponed leave. If this happens he/she 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.

## **11. Termination of Placement**

- 11.1 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.

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

- 12.1 An application to take statutory additional unpaid Adoptive Leave, or statutory additional unpaid father's leave may be withdrawn in writing, for any reason, up to 4 weeks prior to the proposed commencement date for such leave. If the 4 week cancellation period provided for in the Act has passed, entitlement to withdraw an application has been lost. However, in the event of illness, a formal request can still be made to the employer, even after a period of such leave has commenced, to terminate the leave in favour of a certified Sick Leave absence.
- 12.2 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 cannot 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.
- 12.3 To facilitate any necessary pay adjustment the Department/ETB must be notified immediately that the teacher is now on Sick Leave.

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

- 13.1 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.
- 13.2 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.

### **14. Replacement Contracts**

- 14.1 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).

### **15. Status during Leave**

- 15.1 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.

### **16. Vacant Posts of Responsibility**

- 16.1 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.

### **17. Employment during Adoptive Leave**

- 17.1 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.

## **18. Resumption of Duties**

- 18.1 The employer should provide the absent teacher with a written statement of his/her 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

**Application Forms/Supporting Documentation should NOT be submitted to the Department of Education and Skills. This Application Form should be fully completed and retained in the school/ETB with any other relevant documentation 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.

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:

*Please tick as appropriate:*

☐ Adoptive Leave ☐ Statutory Additional Unpaid Adoptive Leave

☐ Non-Statutory Additional Unpaid Adoptive Leave

Name: \_\_\_\_\_ Contact No: \_\_\_\_\_ PPSN: \_\_\_\_\_

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

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<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 – Edition 2*.

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 – Edition 2* 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)



### Procedures relating to the Recording of Adoptive Leave on OLCS

- 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.

## Appendix C (i)

### Example Adoptive Leave Calculation

Example based on a date of placement of 20<sup>th</sup> 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 by additional non-statutory unpaid leave to the end of the school year.

<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<sup>th</sup> September to 19<sup>th</sup> 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 <sup>th</sup> September 2016
<p>(3) Adoptive Leave end date</p> <p>(last day of the leave)</p>	<p>6<sup>th</sup> March 2017</p> <p>(this date is 24 weeks on from 20<sup>th</sup> Sept)</p>
(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 7<sup>th</sup> March 2017 to 15<sup>th</sup> June 2017 inclusive</p>
(5) Provisional Resumption date following Statutory Additional Unpaid Adoptive Leave	<p>16<sup>th</sup> 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<sup>th</sup> June 2017 to 31<sup>st</sup> August 2017</p>
(7) Final date for resumption of duties	1 <sup>st</sup> September 2017

## 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 his/her 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	The amount of unpaid leave applied for by the applicant subject to the maximum statutory unpaid leave allowable is 16 weeks (112 days) 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>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 SEVEN – 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.

*For the purposes of the Parental Leave Acts:*

- *“disability means 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.”*
- *“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.”*

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.

*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.*

### **3. Eligibility**

- 3.1 A teacher may be eligible for Parental Leave where he/she 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 he/she has completed one year's continuous employment in his/her 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. Postponement of Parental Leave by the Employer**

- 7.1 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.

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.

7.2 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.

## **8. Refusal to grant Parental Leave**

8.1 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.

8.2 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.

## **9. Transfer of Parental Leave**

9.1 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.

## **10. Teacher Application**

- 10.1 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.

## **11. Employer Confirmation Document**

- 11.1 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.

## **12. Confirmation to the Department/ETB**

- 12.1 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.

## **13. Replacement Teacher**

- 13.1 In the case where a replacement teacher is to be employed he/she 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.

## **14. Termination of Parental Leave**

- 14.1 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.



14.2 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

14.3 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.

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

15.1 If during, or immediately prior to, the agreed period of Parental Leave, the teacher concerned becomes ill to the extent that he/she 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.

15.2 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.

15.3 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.

15.4 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.

## **16. Carryover of remaining Parental Leave from a previous employment**

16.1 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.

## **17. Overlap of statutory leave types**

17.1 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.

## **18. Request to change work hours/pattern**

18.1 A teacher returning to work from Parental Leave may request a change in work hours/pattern for a set period of time.

18.2 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.

18.3 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.

18.4 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.

## **19. Voluntary Deductions**

- 19.1 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.

## **20. Social Welfare Arrangements**

- 20.1 The Minister for Social Protection has introduced Regulations to ensure preservation of social insurance (PRSI) records for employees who take Parental Leave. Information about [Credited Contributions](#) can be found on the DSP website. Therefore, all queries in relation to Social Welfare arrangements and appropriate credits of social insurance (PRSI) records for employees who take Parental Leave should be directed to the DSP.

## **21. Application form and the confirmation document**

- 21.1 Copies of the

- a) application form for Parental Leave
- b) confirmation document

are attached at Appendices A and B of this chapter.

## Appendix A

### Application Form for Parental Leave

***Application Forms/Supporting Documentation should NOT be submitted to the Department of Education and Skills. This Application Form should be fully completed and retained in the school/ETB with any other relevant documentation for record and audit purposes.***

(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 – Edition 2*.

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



## Appendix B

### Confirmation Document for Parental Leave

***Application Forms/Supporting Documentation should NOT be submitted to the Department of Education and Skills. This Application Form should be fully completed and retained in the school/ETB with any other relevant documentation for record and audit purposes.***

(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 – Edition 2* 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 EIGHT – CAREER BREAK SCHEME

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

### 1. Career Break Scheme

1.1 A Career Break is period of special leave without pay and 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 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.

### **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 he/she 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 must 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 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 300 hours in a school year
- in Primary – for a maximum of 90 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 he/she 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 he/she is registered with the Teaching Council on the intended date of resumption. Please note that the Teaching Council registration process which includes vetting may take up to 12 weeks during the peak period of July and August. Additional police clearance requirements may also be applicable where teachers have lived abroad.



Teachers are therefore advised to commence the registration process once they have notified the school of their intention to resume work.

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 he/she is permitted to resume his/her teaching post.

8.4 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 2 of the Career Break Scheme 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 take appropriate action.

## **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 DSP 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.

## CHAPTER NINE – 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.

- a 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.
- a 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.

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) will 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 school to which the teacher is temporarily assigned for the purposes and duration of the job sharing arrangement) the teacher 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 teacher's 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.
- 5.10 School hosting teachers for inter-school job sharing purposes must meet their statutory vetting obligations in accordance with The National Vetting Bureau (Children and Vulnerable Persons) Act 2012 to 2016 and relevant Department Circulars.

## **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

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 including substitution 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.
- e) A teacher on an inter school Job Sharing Scheme may apply for posts of responsibility arising from his/her former school but is not eligible to apply for post(s) in the school in which he/she is job sharing.
- f) If a post of responsibility allowance post holder enters into an inter school job sharing arrangement, he/she must relinquish the allowance for duration of the job sharing arrangement. An acting post holder may be appointed, subject to the need for the post being warranted.

### **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.



### 10.3 *Primary and Post Primary*

- a) The entitlement to fill a Post of Responsibility and/or 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. Resignation while Job sharing**

13.1 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.



## **14. Pension**

- 14.1 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.
- 14.2 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.

## **15. PRSI Implications**

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

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

- 16.1. 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.
- 16.2. 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 via the OLCS/ relevant ETB system where appropriate. Substitution for such days is not paid by the Department/ ETB.

## **17. Re-deployment**

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

**APPENDIX A**

## Application Form for Job Sharing

**Application Forms/Supporting Documentation should NOT be submitted to the Department of Education and Skills. This Application Form should be fully completed and retained in the school/ETB with any other relevant documentation for record and audit purposes.**

**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 wholetime 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 – Edition 2*.
- ☐ 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. 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 – Edition 2*.

1. The decision to approve a Job Sharing Arrangement rests solely with the Employer (s)
2. 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.
3. 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 Schools – Edition 2* 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 – Edition 2* 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 TEN – CARER’S LEAVE SCHEME

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

### 1. Carer’s Leave Scheme

- 1.1 Carer’s Leave is a period of unpaid leave available to a teacher in order that he/she may provide full-time care and attention for a relevant person.
- 1.2 The person for whom the Carer’s Leave is being applied for, (referred to as the “relevant person”) must first be deemed to be in need of this level of care by DSP. Therefore, the teacher must first make an application on the prescribed DSP CARB1 Form and on approval subsequently make an application to the employer. In emergency situations, an employer may process an application and grant Carer’s Leave pending DSP approval. In granting Carer’s Leave, the employer should establish that an application has been submitted to DSP. The DSP approval form must be submitted immediately by the teacher to the school on receipt from DSP.
- 1.3 A teacher on Carer’s 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 and notification regarding posts of responsibility.
- 1.4 A teacher will not be entitled to Carer’s Leave where another person is on Carer’s Leave for the purpose of providing full time care and attention for the same person.

### 2. Eligibility

- 2.1 A teacher may apply for Carer’s Leave where he/she has satisfactorily completed one year’s continuous service with the current employer.
- 2.2 This requirement is waived in the following instances:
  - a teacher compulsorily redeployed into a school provided that he/she has worked at least one full year in his/her former school before being redeployed
  - a teacher seeking Carer’s Leave is teaching in a school that was amalgamated within a year of the application date for Carer’s Leave
- 2.3 A teacher who is due to be placed on a panel for redeployment or who is on a panel for redeployment may not be sanctioned Carer’s Leave beyond the end of the school year in which his/her post is to be withdrawn.
- 2.4 Where a teacher has been appointed for a fixed term contract and the employment would have terminated on the expiry of that fixed term had he/she not been on Carer’s Leave, the period of Carer’s Leave shall not extend beyond the day on which the fixed term expires. The granting or taking of Carer’s Leave shall not affect the date of termination of a fixed term appointment.

- 2.5 A teacher absent on Sick Leave immediately prior to the start of Carer's Leave must be deemed fit by the Occupational Health Service (OHS) to resume duty before commencing Carer's Leave.

### 3. Operation of the Scheme

- 3.1 An application for Carer's Leave should be made by the teacher to his/her employer at least 6 weeks in advance of commencement of the leave. A copy of the DSP sanction (where available) must be included with the application form attached at [Appendix A](#).
- 3.2 The employer in granting Carer's Leave should, 4 weeks prior to the commencement of the leave, complete with the teacher, the confirmation document attached at [Appendix B](#).
- 3.3 The employer should notify the Department via the OLCS/ETB system, ***not later than 4 weeks prior*** to the commencement of the leave. As Carer's 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 in accordance with the procedures set out in Circular 84/2015 "Policy and Procedures for dealing with the recovery of overpayments of salary or pension" or in the case of ETBs, Circular 32/2016 "Policy and Procedures for dealing with the recovery of overpayments of salary". The start and end dates recorded via the OLCS/ETB system must correspond with the dates as sanctioned by the DSP.

### 4. Period of Carer's Leave

- 4.1 The maximum period of Carer's Leave allowable to care for a person shall be 104 weeks unpaid leave and teachers will have the option of taking this leave as:
- one continuous period of 104 weeks or
  - one or more periods, the total duration of which does not exceed 104 weeks.
- 4.2 Where Carer's Leave is not taken in one continuous period of 104 weeks there must be a minimum of 6 weeks intervening period between the periods of Carer's Leave in respect of the same person. The minimum statutory requirement that may be taken in one period is 13 weeks. A week comprises 7 consecutive days including weekends, school closures and days on which a teacher is not timetabled for attendance within that period. However, application for lesser periods may be considered on merit and approved where possible.

### 5. Carer's Leave for more than one relevant person

- 5.1 A teacher is not permitted to be on Carer's Leave in respect of more than one person at any one time. However, on one occasion only, a teacher may commence leave in respect of another person where the two persons reside together and approval has been received from the DSP for the second person. In such circumstances, an overall

total amount of Carer's Leave of 208 weeks can be taken together (104 weeks for each person).

- 5.2 Where a teacher has availed of Carer's Leave for one person and needs to avail of further leave for another person, in circumstances where those two individuals do not reside together, then a period of 6 months must elapse from the date of the termination of the leave in respect of the first person before a further period of Carer's Leave can commence for the second person. This regulation applies even if the teacher has not taken the maximum period of 104 weeks Carer's Leave for the first person.

## **6 Replacement Teacher**

- 6.1 The employer may appoint a substitute teacher, paid by the Department/ETB while a teacher is absent on Carer's Leave and this must be keyed via the OLCS/ETB system.
- 6.2 Contracts awarded to cover Carer's Leave should make clear reference to the fact that there are circumstances where the substitute appointment may have to be terminated, in the event of the absent teacher returning to duties earlier than initially expected.

## **7. Overlap of Leave**

- 7.1 It is not permissible to be simultaneously absent on two types of statutory leave.

## **8. Termination of Carer's Leave**

- 8.1 Generally, a period of Carer's Leave shall terminate on the date specified on the confirmation document or where the person being cared for:
- ceases to require fulltime care and attention during the period of Carer's Leave or
  - where the person being cared for dies during a period of Carer's Leave.
- 8.2 In the case of the latter instance the teacher may return on the date specified in the confirmation document or on a date which occurs 6 weeks after the date of the death whichever is the earlier.

Where the employer is of the opinion that any of the following circumstances exist:

- a) That the person in respect of whom the teacher proposes to take Carer's Leave is not or is no longer a relevant person
- b) That the person in respect of whom Carer's Leave has been granted, and in respect of whom the teacher is on Carer's Leave is not or is no longer a relevant person
- c) That a teacher who proposes to take or is on Carer's Leave does not satisfy



the conditions for providing full-time care and attention to the relevant person

- d) That a teacher who proposes to take or is on Carer's Leave is engaging or has engaged in employment or self-employment other than as provided for in regulations made by the Minister for Social Protection;

then the employer shall notify the DSP of such opinion together with the grounds for that opinion.

**8.3 Where the DSP makes a decision that:**

- a) A person in respect of whom a teacher proposed to take or has taken Carer's Leave was not or is no longer a relevant person
- b) The teacher does not satisfy the conditions for providing full-time care and attention or
- c) The teacher is engaging or has engaged in employment or self-employment other than as prescribed by DSP (e.g. working more than the 15 hours allowed per week);

then the period of Carer's Leave, if commenced, shall terminate on the date of that decision and the teacher shall return to work. Any appeal of such a decision be made to an appeals officer of the DSP.

**8.4 In circumstances in which Carer's Leave is to terminate on foot of the instruction of a deciding officer/appeals officer of the DSP, it is a requirement that:**

- a) the employer issue a written notice of return to work to the teacher, such return to be on a date that is reasonable and practicable, having regard to all the circumstances
- b) the employer issue a notice in writing to the DSP, when the teacher returns to employment, that the period of Carer's Leave has terminated, and the date on which the teacher returned
- c) a teacher in receipt of a notice to return to work shall retain such notice
- d) the employer also retain a copy of such notice given to a teacher

**9. Working, Education/Training while on Carer's Leave**

**9.1 A teacher may engage in substitute teaching, other work outside teaching, undertake training or an education course provided:**

- a) permission is obtained by the teacher from DSP before he/she commences employment (including substitute teaching), undertakes training or an



education course. This is to satisfy DSP that adequate provision is being made for the care of the relevant person

- b) the aggregate hours of employment (including substitute teaching), training or education do not exceed the statutory weekly 15 hour limit
- c) the net earnings from all employment do not exceed the approved weekly limit ([DSP Weekly Limit](#)) set by the DSP

9.2 It is the sole responsibility of the teacher to ensure that the limits set out at 9.1 b) and c) are not breached.

9.3 Any substitute hours completed by the teacher whilst on Carer's Leave must be keyed in on the OLCS/ETB system (by the school where the substitute work is being carried out).

9.4 A teacher may not substitute in their own teaching post but may substitute in their own school.

## **10. Voluntary Deductions**

10.1 Voluntary deductions from salary cease when a teacher goes on Carer's Leave. It is the sole responsibility of a teacher availing of Carer's 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.

## **11. Further Information**

11.1 Carer's Leave is provided for under the [Carer's Leave Act 2001](#).

Appendix A  
Application Form for Carer's Leave

**Application Forms/Supporting Documentation should NOT be submitted to the Department of Education and Skills. This Application Form should be fully completed and retained in the school/ETB with any other relevant documentation for record and audit purposes.**

*(TO BE COMPLETED BY THE TEACHER)*

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

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

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

\_\_\_\_\_

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

**PPSN**

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I hereby make application for Carer's Leave in respect of (INSERT NAME OF THE RELEVANT PERSON)

\_\_\_\_\_

☐ **Copy of Confirmation Statement from the DSP attached**

I propose to take the 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 – Edition 2* as follows:

Please tick

- ☐ In one continuous block
- ☐ In separate periods of weeks as follows: (minimum of 6 weeks intervening between the periods)

Dates of Carer's Leave as follows:

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

I hereby confirm that the information recorded in this document is true and accurate and my application for Carer's Leave is submitted in accordance with the Carer's Leave Act and the procedures set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools – Edition 2*

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

## APPENDIX B

## Confirmation Document for Carer's Leave

(TO BE COMPLETED BY THE EMPLOYER AND TEACHER)

**Application Forms/Supporting Documentation should NOT be submitted to the Department of Education and Skills. This Application Form should be fully completed and retained in the school/ETB with any other relevant documentation for record and audit purposes.**

I hereby confirm that Carer's Leave has been granted to:

---

PPSN:

--	--	--	--	--	--	--	--	--	--

In respect of (INSERT NAME OF THE RELEVANT PERSON)

---

☐ **Copy of Confirmation Statement from the DSP received**

Carer's 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 – Edition 2* as follows:

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

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

Signed on behalf of Employer: \_\_\_\_\_ Date: \_\_\_\_\_

A copy of this document should be retained by the teacher. The original should be retained on file by the employer.

The teacher may revoke the application at any point **prior to the signing** of the confirmation document by both parties.

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

## CHAPTER ELEVEN – 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 employer six weeks in advance of the absence.
- 1.3 The employer must 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. Unpaid leave should be entered via the OLCS /relevant 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.

### 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 Absences under this heading do not impinge on entitlements under Statutory Leave.
- 3.5 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

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