



## Circular Letter 0054/2019

**To: The Managerial Authorities of Recognised Primary, Secondary,  
Community and Comprehensive Schools  
and  
The Chief Executives of Education and Training Boards**

### **LEAVE SCHEMES FOR REGISTERED TEACHERS EMPLOYED IN RECOGNISED PRIMARY AND POST PRIMARY SCHOOLS**

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 employers and teachers must adhere to the agreed terms and conditions as stated with effect from the date of this Circular.

This Circular supersedes the Chapters related to leave schemes contained in Edition 2 of "Terms and Conditions of Employment of Registered Teachers in Recognised Primary and Post Primary Schools", all previous circulars, memoranda, rules and regulations in the areas covered.

Please ensure that the contents of this Circular 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.

All queries should initially be brought to the attention of the employer who may wish to consult with their representative organisation. Any further queries may be directed to the Department at the following email address: [teachersna@education.gov.ie](mailto:teachersna@education.gov.ie)

This Circular can be accessed on the Department's website at [www.education.ie](http://www.education.ie).

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## GENERAL PROVISIONS

### 1. Employer Policy on Teacher Absences

- 1.1 Each employer shall develop and maintain a policy on teacher absences, including non-statutory schemes e.g. Job Sharing, Career Breaks, Unpaid Leave, specific to the needs of the school authority. In drawing up this policy, the welfare and educational needs of the pupils must take precedence over all other considerations and must be in accordance with the rules of this Circular.
- 1.2 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 statutory and non-statutory leave and must also take into account the availability of an appropriately qualified replacement teacher.

### 2. Recording of Leave

- 2.1 All approved paid and unpaid leave, regardless of whether or not a substitute is employed, must be recorded in a timely manner on the OLCS/relevant ETB system, or where relevant, on the annual Change of Staff form, as failure to do so may lead to salary overpayments.
- 2.2 Where an overpayment of salary arises, 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 teachers employed in ETBs, [Circular 32/2016](#) "Policy and Procedures for dealing with the recovery of overpayments of salary", following notification to the Paymaster.
- 2.3 It is the ultimate responsibility of the teacher to ensure that the information provided in his/her leave application is accurate. Likewise, it is the responsibility of the employer to ensure that the approved leave absence recorded on the OLCS/relevant ETB system corresponds with the leave record. Leave recorded on the OLCS/relevant ETB system may not be altered by the Department/ETB at a later date, except in the most exceptional circumstances.

### 3. Monitoring of Leave

- 3.1 In line with best practice, the employer should monitor absences in order to identify patterns which may be of concern for the purpose of supporting the wellbeing of the teacher.

#### **4. Leave Entitlements for Fixed Term/Fixed Purpose Appointments**

- 4.1 A teacher who is on a fixed term/fixed purpose contract of employment shall, during the term of the contract, have full leave entitlements in respect of statutory leaves and also may have entitlement to other leave types. The granting or taking of this leave should not affect a fixed term/fixed purpose appointment or the renewing of such an appointment.
- 4.2 A teacher's entitlement to leave shall cease on the expiry of a contract and that contract not having been renewed, 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. Leave Entitlements on Redeployment**

- 5.1 A teacher due to be placed on a redeployment panel, who wishes to apply for a leave scheme covered under this Circular should refer to the relevant Department publications for information on redeployment arrangements.

#### **6. Leadership and Management Posts**

- 6.1 A teacher absent on any of the leave types referred to in this Circular should be notified of a vacant Leadership and Management post within the school. The employer should send a copy of the notice of the post to the teacher by registered post or e-mail to the address last notified.

#### **7. Contact during Leave**

- 7.1 It is considered good practice in maintaining a positive wellbeing culture in the school, to have appropriate contact between the employer and the teacher during periods of leave. The nature of this contact should focus on the welfare of the teacher and the facilitation of a successful return to work.

#### **8. Compliance**

- 8.1 Failure to abide with the regulations and procedures set out in this Circular may 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.
- 8.2 In the case of an unapproved absence, the teacher should be informed that such an absence will result in the employer advising the Paymaster to record his/her absence as Unapproved Leave (unpaid) on the OLCS/relevant ETB system.

**9. Correspondence Address**

- 9.1 The employer will address and send 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.

**10. Retention of Documentation**

- 10.1 All documentation relating to teacher absences must be retained by the employer with the relevant personnel records in a safe and secure manner and in line with the school's data protection policy and data protection regulations. These records may be selected for inspection by nominated Department officials. In the case of Parental Leave there is a statutory obligation under the Parental Leave (Amendment) Act 2019 for the employer to retain these records for a minimum of 12 years.

## DEFINITIONS

For the purpose of this Circular, 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.

**Approved teaching post** – means a teaching post, whether full-time or part-time, which is allocated by the Department and funded out of monies provided by the Oireachtas.

**‘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.

**Base School** – means the school in which the teacher is employed.

**CID** - means Contract of Indefinite Duration.

**DEASP** – means the Department of Employment Affairs and 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 Circular.

**ETB** – means an Education and Training Board.

**GDPR** - means the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

**Host School** – means the school that the teacher works in during an inter-school job sharing/temporary re-assignment arrangement.

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

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

**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.

**PRSI** – means Pay Related Social Insurance.

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

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

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

**Teacher** – means a person registered with the Teaching Council.

**The Department** – means The Department of Education and Skills.

**Unapproved Leave (unpaid)** – means leave taken by a teacher that has not been approved by the employer.

## CHAPTER 1 – SICK LEAVE SCHEME

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

### 1. Sick Leave Scheme

- 1.1 The Public Service Sick Leave Scheme, which applies to teachers, is regulated by the Public Service Management (Sick Leave) Regulations 2014, [SI 124 of 2014](#), as amended by the Public Service Management (Sick Leave) (Amendment) Regulations 2015, [SI 384 of 2015](#).
- 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 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 medical 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. A teacher should co-operate fully with all rehabilitative measures to facilitate an early return to work.
- 1.5 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.
- 1.6 It would be contrary to the express purpose of the Sick Leave 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. Therefore, approval of the employer must be sought prior to engaging in any such activity and the employer must seek the advice of the OHS before deciding on the matter.

### 2. Occupational Health Strategy

- 2.1 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 \(EAWP\)](#) and the Occupational Health Service ([OHS](#)).



- 2.2 The EAWP incorporates free 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.
- 2.3 The EAWP Freephone Helpline is **1800 411 057** and is available 24 hours a day, 365 days a year.
- 2.4 The OHS is in place to provide employers with occupational health advice in relation to teachers' fitness for work. It incorporates pre-employment health assessments, sickness absence referrals, assessments of medical fitness for work and ill health retirement assessments. Information on accessing the services of the OHS is available in the Employers Procedures Manual which is located at Appendix A.

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

- 3.1 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.
- 3.2 The OHS provider, 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 employers and teachers abide by the OHS medical assessment.
- 3.3 The employer must therefore refer the teacher to the OHS, for the purpose of an independent medical assessment. This includes where:-
- a) A teacher has been absent on Sick Leave for 4 weeks (28 days) continuous or cumulative in a 12 month rolling period of teaching service.
  - b) Reasonable concerns exist as to the capacity of the teacher to undertake his/her duties in a manner that is safe such as repeated short-term Sick Leave absences, concerns regarding performance of duties as a result of health factors, work-related factors that may be adversely affecting a teacher's health or alcohol/drug related problems.
  - c) A teacher has made an application for extended Sick Leave under the Critical Illness Provisions.
  - d) Reasonable Accommodation is under consideration.
  - e) Ill health retirement is under consideration.
  - f) A teacher is seeking the discounting of Sick Leave during a period of school closure as referred to in paragraph 12.4.
  - g) It is necessary to establish if the activity that the teacher has proposed to engage in during Sick Leave is appropriate for his/her progress to recovery as referred to in paragraph 1.7.

- h) Assessment of medical fitness for work is required, following an absence greater than 2 school years. The teacher must be certified medically fit prior to return to work following such an absence.
- i) Assessment of medical fitness for work is required e.g. where the teacher has been on Sick Leave immediately prior to commencement of Carer's Leave.
- j) Health and Safety Leave is under consideration for a pregnant teacher as referred to in paragraph 14 of the Maternity Leave Chapter.
- k) Assessment of medical fitness for work is required when considering any extension to Unpaid Sick Leave.

3.4 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.

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

4.1 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.

4.2 Employers are required to have procedures in place to monitor and analyse patterns of Sick Leave.

4.3 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.

#### **5. Self-Certified and Certified Sick Leave requirements**

##### **5.1 Self-Certified Sick Leave**

- (a) The maximum number of self-certified Sick Leave days allowable in any rolling period of 2 consecutive years of service, counting backwards from the latest self-certified Sick Leave absence, is 7.
- (b) 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.
- (c) A teacher shall not avail of a period of self-certified Sick Leave immediately after certified Sick Leave.

## **5.2 Certified Sick Leave**

- (a) Where a teacher is absent on continuous Sick Leave of more than the authorised number of days as set out below, a medical certificate is required.
- Primary and ETB schools: Maximum of 3 consecutive school days.
  - Secondary, Community and Comprehensive schools: Maximum of 4 consecutive school days.
- (b) 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.

5.3 It is not obligatory to state the nature of the illness on a medical certificate.

5.4 Failure to adhere to the limit permitted for self-certified Sick Leave and failure to submit an acceptable medical certificate to the employer in the case of certified Sick Leave will result in the employer advising the teacher that their absence will be recorded by the Paymaster as a period of Unapproved Leave (unpaid). Repeated absences may then be dealt with by the employer under the agreed disciplinary procedures.

5.5 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.

## **6. Ordinary Illness Provisions**

6.1 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 4 year period.

## 7. Critical Illness Provisions (CIP)

7.1 A teacher who becomes incapacitated as a result of a critical illness or serious physical injury and has supporting medical evidence may, upon application, be granted CIP, in exceptional circumstances as provided for in the Labour Court Recommendation (LCR 20667). The following limits will apply:

- 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 4 year period.

7.2 The granting of CIP is a decision made by the employer having considered the OHS medical advice.

7.3 The CIP Managerial Discretion Guidelines located at [Appendix B](#) provides assistance to guide employers through the CIP protocol and the decision making process.

7.4 Appropriate efforts should be made to accommodate teachers at an early stage of a Sick Leave absence to facilitate their return to work. See [Reasonable Accommodation](#).

7.5 The OHS will advise the employer whether, in its opinion, the following medical criteria are met by the teacher to be considered eligible for CIP:

- 1) The teacher is medically unfit to return to his or her current duties or, where practicable, modified duties in the same pay grade.
- 2) The nature of this medical condition has **at least one** of the following characteristics:
  - (a) Acute life threatening physical illness
  - (b) Chronic progressive illness, with well-established potential to reduce life expectancy. This refers to the condition and not the individual person. It must be well established in the peer reviewed medical literature that the medical condition results in a reduction of life expectancy.
  - (c) Major physical trauma ordinarily requiring corrective acute operative surgical treatment.
  - (d) In-patient or day hospital care of 10 consecutive days or greater. In the case of pregnancy-related illness, this is reduced to 2 or more consecutive days of in-patient hospital/clinic care.

- 7.6 If a teacher has an ordinary illness (an illness which is not regarded as a critical illness) within a 12 month period of the date of return to work following the critical illness, the CIP will apply.
- 7.7 There will be no financial loss to a teacher in circumstances where he/she has fully engaged with the process around the management of Sick Leave and where their own Consultant has certified fitness to return to work following critical illness, but the teacher has not been able to return to work because there is a delay in the employer referring him/her to the OHS, or a delay in being seen by the OHS. In such circumstances, pay will be restored and the leave record will be recorded appropriately by the Paymaster.

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

- 8.1 Where the relevant period of paid Sick Leave has been exhausted, a teacher:
- Who is a member of a pre-existing pension scheme, 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. (Pre-existing schemes are the statutory teachers' pension scheme that apply to teachers whose pensionable service commenced before 1 January 2013 and those who resumed teaching after that date following a break in public service employment of not more than 26 weeks).
  - Who is a member of the Single Public Service Pension Scheme and has completed the 2 year vesting period (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:

In the case of a member of a pre-existing pension scheme based 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.

In the case of a member of the Single Public Service Pension Scheme based on:

- Referable amounts accrued in accordance with the provisions of the Single Pension Scheme at the time paid Sick Leave was exhausted and
- The enhancement of benefits as provided for in regulations.

- 8.2 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.
- 8.3 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, the employer should take such timely action as it deems appropriate including but not limited to termination of the contract of employment and must inform the Paymaster.
- 8.4 TRR will not exceed 18 months (548 days) in the case of ordinary illness.
- 8.5 In the case of a teacher who has been granted extended sick pay under CIP, 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 TRR period is subject to 6 monthly reviews by the OHS.
- 8.6 The period during which TRR is paid is not a period of pensionable service.

## **9. Unpaid Sick Leave**

- 9.1 A teacher, who is certified medically unfit by the OHS to resume duty after all paid Sick Leave entitlements have been exhausted, must notify their employer in writing if they intend to avail of a period of unpaid Sick Leave and retain their position in the school/ETB Scheme during this period.
- 9.2 For those who do not qualify for TRR, the period of unpaid Sick Leave will not normally exceed the TRR limits as set out in the 'Temporary Rehabilitation Remuneration (TRR)' paragraph. In considering any extension to the Unpaid Sick Leave entitlements, employers must seek the advice of the OHS on the teacher's prospect of recovery and return to work.
- 9.3 The granting of unpaid Sick Leave is conditional at all times on the OHS confirming that there is a reasonable prospect of recovery and return to work and the continued submission on a regular basis (maximum 3 months) of acceptable medical certification to the employer. A teacher on unpaid Sick Leave may return to work where he/she has been medically certified fit by the OHS.
- 9.4 Where the OHS has certified that the teacher is unfit to return to duty following unpaid Sick Leave, the employer may take such timely action as it deems appropriate including, but not limited to, termination of the contract of employment, where appropriate. Employers must ensure they act in accordance with the relevant employment legislation.

## **10. Pregnancy Related Illness Provisions**

- 10.1 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 (PRSL), prior to commencement of Maternity Leave. This is regardless of whether she has reached the maximum limit for half pay due to prior Sick Leave.
- 10.2 The Sick Leave Regulations provide for ongoing arrangements whereby PRSL taken in the previous 4 years will be credited back at half pay, subject to the overall non-pregnancy related Sick Leave limits.
- 10.3 Employers, upon receipt of a medical certificate stating the illness to be pregnancy related, must notify the Department/ETB via the OLCS/relevant ETB system as a “pregnancy related illness”. This arrangement applies only to illness occurring during pregnancy and before commencement of Maternity Leave.
- 10.4 The scenarios set out at [Appendix C](#) of this Chapter illustrate how the arrangements operate.

## **11. Dual Look Back**

- 11.1 A teacher’s Sick Leave rate of pay will be calculated based on the following dual look back system:

### 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 prior to 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 12 month period prior to the current date of absence to determine the rate at which Sick Leave may be paid. If the teacher has not exhausted their initial 3 months (92 days) limit at full pay, full pay may be awarded until the limit of 3 months (92 days) has been reached. 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 prior to 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 12 month period prior to the current date of absence to determine the rate at which Sick Leave may be paid. If the teacher has not exhausted his/her initial 6 months (183 days) limit at full pay, then full pay may be awarded until the limit of 6 months (183 days) has been reached. Thereafter, the amount paid will be calculated based on half pay or TRR, as appropriate.

11.2 The scenarios set out at [Appendix D](#) of this Chapter illustrate how the dual look back arrangement operates.

## **12. Return to Work**

12.1 A teacher should be medically fit to resume full duties following a period of Sick Leave.

12.2 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 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.

12.3 Confirmation of fitness must also be obtained by the employer from the OHS, prior to resumption of duties, in the case of a teacher who is (i) absent on paid Sick Leave for 4 or more continuous weeks (or a shorter period where the employer has reasonable grounds for concern), or (ii) absent for any period of TRR/unpaid Sick Leave.

12.4 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 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.



### **13. Reasonable Accommodation**

13.1 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
- Job Sharing – subject to the provisions of the Job-Sharing Scheme

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

14.1 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.

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

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

14.4 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.

14.5 An early return to full duties from PRW may take place subject to OHS approval and agreement with the employer on an agreed date.

14.6 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.

14.7 The remaining days on which the teacher does not work during the PRW (including weekends) must be recorded as Sick Leave and notified to the Department/ETB 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.

14.8 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.

14.9 The employer may appoint a substitute teacher, paid by the Paymaster, to cover the days that the teacher, availing of the PRW arrangement, is absent on Sick Leave. This must be recorded by the employer via the OLCS/relevant ETB system.

## **15. Salary Adjustment**

15.1 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.

15.2 Any action which necessitates an adjustment to a teacher's salary should be notified to the Paymaster immediately.

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

16.1 Absences on paid Sick Leave (full or half pay) are fully reckonable for all purposes including seniority and superannuation. Absences on TRR are not reckonable for superannuation and increment purposes.

## **17. Replacement Teacher**

17.1 The appointment of a replacement teacher is subject to the terms outlined in the relevant Department publications. The appointment of a substitute teacher must be recorded by the employer via the OLCS/relevant ETB system.

## **18. PRSI Arrangements**

18.1 In the case of Class A PRSI contributors, the, IB1 and Med1 Social Welfare Certificates must be submitted by the teacher to the DEASP if an illness exceeds 6 consecutive days. This is required for compliance with PRSI regulations. Information Note.

## **19. Medical Fitness and Role of Teaching Council**

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

## **20. Retirement on Ill Health Grounds**

- 20.1 Where a teacher is deemed medically unfit to continue teaching and the condition is deemed likely to be permanent, the teacher may be entitled to certain pension benefits under the relevant pension scheme.

Information on the process may be accessed on the [Department's website](#) or in the case of ETB teachers from their ETB.



## Appendix A - Employers Procedures Manual

**An Roinn Oideachais  
agus Scileanna**  
Department of  
Education and Skills



# **Employers Procedures Manual**

## **Occupational Health Service for Teachers**

**September 2019**

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(Should be read in conjunction with the [Sick Leave Scheme](#) and [Definitions](#))

## PURPOSE OF THE EMPLOYERS PROCEDURES MANUAL

1. The Employers Procedures Manual provides employers with information on accessing the Occupational Health Service.
2. The Manual aims to help employers understand how professional occupational health advice can support their management functions, the procedures to be followed and how they can obtain medical advice which meets their needs and those of their teachers.
3. Sick Leave entitlements are governed by:-
  - a. The Public Service Management (Sick Leave) Regulations 2014<sup>1</sup> (the “Regulations”) *and*
  - b. The relevant Sick Leave Scheme for teachers as detailed in the Department’s publications.

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<sup>1</sup> <http://www.irishstatutebook.ie/eli/2014/si/124/made/en/print>

## DEFINITIONS

For the purpose of this Employers Procedures Manual the following terms shall have the meanings assigned to them here, unless the context indicates otherwise.

**Consultant** – mean a medical Doctor who is on the relevant specialist register, and holds a HSE/ Voluntary Hospital/NHS hospital consultant appointment or has admission rights to a recognised private hospital.

**Critical Illness Protocol** – means the Critical Illness Protocol under the Public Service Sick Leave Scheme which was developed and agreed following a Labour Court Recommendations (LCR 20667) that special arrangements were to be put in place under which teachers with serious illnesses or injury might be able to benefit from extended paid Sick Leave.

**Critical Illness Provisions (CIP)** – means extended paid Sick Leave that may be granted under the Critical Illness Protocol.

**Current or recent Clinical Care** - means the teacher has received medical investigations and treatment ordinarily under the direct care/supervision of a Hospital Consultant. They may be either a hospital inpatient or outpatient. It excludes referrals that in the opinion of the Occupational Health Physician are primarily for report preparation purposes/medico-legal purposes.

**Occupational Health Physician (OHP)** - means a medical Doctor registered with the Irish Medical Council who has a postgraduate qualification in Occupational Medicine/Occupational Health, or who is on a specialist training scheme in Occupational Medicine with experience in the practice of occupational medicine.



## Chapter 1 – Occupational Health Strategy

An Occupational Health Strategy is in place as a supportive resource for teachers, to promote their health in the workplace, with a focus primarily on prevention rather than cure. The Occupational Health Strategy comprises the Employee Assistance & Wellbeing Programme (EAWP) and the Occupational Health Service (OHS).

### Occupational Health Service

- 1.1 Employers have a responsibility 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 Employment Equality Acts also requires employers to take reasonable steps to accommodate the needs of employees and prospective employees with disabilities.
- 1.2 In order to discharge these statutory management responsibilities effectively and efficiently, it is essential that employers have access to professional occupational health advice on medical fitness for work. The OHS is in place to assist employers in carrying out this duty.
- 1.3 The OHS Occupational Physicians offer a unique perspective, insight and skill set that allows them to provide an appropriate assessment and informed opinion with respect to a teacher’s fitness for work, as distinct from an opinion on the nature and severity of their medical complaint.
- 1.4 The OHS provides services that include pre-employment medical assessments, medical assessments of fitness for work, sickness absence management and ill health retirement assessments.
- 1.5 Where there is a difference of medical opinion between the OHS and the treating Doctor/Consultant on a teacher’s medical fitness for work, the OHS will consult with the treating Doctor/Consultant before providing final advice to the employer. If there is a specific need for an independent medical assessment, this can be facilitated through the OHS.
- 1.6 The OHS Occupational Health Physicians and the Occupational Health Nurses are bound by professional requirements to maintain confidentiality which is crucial in retaining the trust and confidence of the teacher. This does not impact upon the quality of medical advice given to employers whose concern is the teacher’s medical fitness for work and not the actual diagnosis.
- 1.7 The current provider of this service is Medmark Occupational Healthcare Ltd.

#### Contact Details

Medmark Occupational Healthcare Ltd  
28 Penrose Wharf, Penrose Quay  
Cork, T23FT96

Dedicated telephone helpline: 1890 235 711 (open from Monday to Friday, 9am to 5pm, with an out-of-hours answering system also available)

Website: [www.medmark4teachersna.ie](http://www.medmark4teachersna.ie) or [www.education.ie](http://www.education.ie) and follow the link provided.

## CHAPTER 2 – MEDICAL ASSESSMENTS

### 1. Pre-Employment Medical Assessments

- 1.1 A candidate selected for appointment must be certified medically fit for employment by the OHS prior to taking up the post. The employer must inform the candidate that the employment offer is subject to him/her providing a valid 'Medical Fitness for Employment Assessment Report' which certifies fitness for employment.
- 1.2 A valid 'Medical Fitness for Employment Assessment Report' which certifies fitness for employment is also required prior to a teacher's return to work following a leave of absence or other break in service greater than 2 school years.
- 1.3 A 'Medical Fitness for Employment Assessment Report' is issued by the OHS to the candidate, in a secure electronic format, following a Pre-Employment Medical Assessment. The Report certifies whether the candidate is medically fit/unfit for employment. Where the candidate is certified medically unfit for employment, the Report also issues to the employer specified in the referral. The Report is valid for 2 calendar years from the date of the OHS medical assessment. In presenting this Report to an employer, the candidate is confirming, prior to taking up the post, that there has been no change in his/her physical or mental health status since the date of the OHS Pre-Employment Medical Assessment.
- 1.4 It is open to the employer to seek an updated 'Medical Fitness for Employment Assessment Report' even where the existing Report has not expired.
- 1.5 It is mandatory to complete an on-line Pre-Employment Medical questionnaire, as part of the Pre-Employment Medical Assessment where a candidate:-
- (i) is taking up employment for the first time as a teacher **or**
  - (ii) has been directed by the employer to do so **or**
  - (iii) wishes to obtain a revised 'Medical Fitness for Employment Assessment Report' e.g. where health status has changed.
- 1.6 The Pre-Employment Medical Assessment will enable the OHS to:
- a) determine the medical fitness of the candidate to safely carry out to a consistent standard, the duties of the intended position whilst ensuring compliance with current Employment Equality legislation.
  - b) screen for underlying medical conditions/disabilities in order to allow employers to meet their responsibilities under Health and Safety, and Equality legislation.
  - c) form the basis of an occupational health record to be held by the OHS. This record may be referred to if the candidate is referred to the OHS at a future date.

## 2. Pre-Employment Medical Assessment Protocol

2.1 The protocol detailed below must be followed for a Pre-Employment Medical Assessment:

- a) The employer directs the candidate to log onto [www.medmark4teachersna.ie](http://www.medmark4teachersna.ie) to complete an online Pre-Employment Medical questionnaire.
- b) If the candidate has any specific queries relating to completion of the questionnaire, they can be advised to send their query to [info@medmark4teachersna.ie](mailto:info@medmark4teachersna.ie), or call the dedicated telephone advice line for assistance.
- c) Upon completion and online submission of the Pre-Employment Medical Questionnaire, the successful receipt of the form is acknowledged on the OHS web page.
- d) In the event that the candidate does not have internet access, a physical copy of the Pre-Employment Medical questionnaire may be requested from the OHS. Upon completion, the questionnaire must be returned by registered post to the address provided on the form.
- e) The completed Pre-Employment Medical questionnaire is reviewed by the OHS. This prompts one of the following actions:
  - i. A 'Medical Fitness for Employment Assessment Report' is issued to the candidate certifying him/her as fit/unfit for employment. Where the candidate is certified as medically unfit for employment, the Report also issues to the employer specified in the referral **or**
  - ii. The OHS makes contact with the candidate to clarify disclosed medical information. Once satisfactory medical clarification is received, a 'Medical Fitness for Employment Assessment Report' is issued to the candidate (and the employer specified in the referral, if the candidate is certified as medically unfit for employment) **or**
  - iii. The OHS requests the candidate to attend for a Pre-Employment medical. The decision to request that a candidate attends is discretionary and based on the evaluation of the Pre-Employment Medical questionnaire. Once the Pre-Employment Medical Assessment is complete, a 'Medical Fitness for Employment Assessment Report' is issued to the candidate (and the employer specified in the referral if the candidate is certified as medically unfit for employment) **or**
  - iv. Where the candidate is certified medically fit for employment, the 'Medical Fitness for Employment Assessment Report' will state whether there are reasonable accommodation requirements for those with a particular disability. Employers should refer to the Reasonable Accommodation paragraph in the Sick Leave Scheme.

## 2. Employment Medical Assessments

### 2.1 Referrals to the OHS

- a) The employer must refer a teacher to the OHS for the purpose of an independent medical assessment (see paragraph 3.3 of the Sick Leave Chapter).

### 2.2 Protocol for referrals to the OHS

- a) The employer:
  - i. informs the teacher of the decision to refer him/her to the OHS and outlines the reason(s) for this decision.
  - ii. informs the teacher that the OHS will correspond with him/her on the basis of the referral by text message, telephone or e-mail.
  - iii. completes a secure online referral form through the dedicated online portal by logging onto www.medmark4teachersna.ie.
  - iv. provides the teacher with a copy of the referral.
- b) The OHS contacts the teacher by telephone to discuss their medical complaint, current health status and work absence (where relevant). Where the OHS is unable to contact the teacher, it will request the assistance of the employer.
- c) The outcome of the telephone call with the teacher is one of the following:
  - i. The likely duration of absence is established and a date for the teacher's return to work is agreed. The employer is informed of the return to work date and requested to re-refer the teacher if the return to work has not taken place as agreed **or**
  - ii. If it is not possible to establish a return to work date, the OHS schedules a telephonic review at an agreed interval **or**
  - iii. If appropriate, the teacher is offered an appointment with an OHP in one of the regional centres.
- d) If the teacher is offered an appointment with an OHP, the OHS provides the employer with a date and time for an appointment. If this does not suit, the employer contacts the OHS for a new appointment and reverts to the teacher.
- e) The employer is notified of the assessment outcome, followed by a 'Fitness to Work' Report from the OHS. This Report will include relevant details regarding fitness for work, likely timescale of return to work and any accommodations/restrictions required. The employer should provide the teacher with a copy of this Report.
- f) If the teacher is deemed to be unfit for work at the time of the OHP appointment, the employer is requested to refer the teacher for review after a period appropriate to the medical condition as determined by the OHS.

## CHAPTER 3 – CRITICAL ILLNESS PROVISIONS (CIP)

### 1. Introduction

- 1.1 A teacher who becomes incapacitated as a result of critical illness or serious physical injury and has supporting medical evidence may upon application, be granted CIP in exceptional circumstances as provided for in the Labour Court recommendation (LCR 20667).
- 1.2 In determining whether a teacher may be considered for CIP, the teacher should ordinarily be under the current or recent clinical care of a Consultant either as an inpatient or outpatient.
- 1.3 The granting of CIP is a decision made by the employer having considered the OHS medical advice.

### 2. CIP Protocol

2.1 The protocol as detailed below must be followed:

- a) The teacher must apply directly to his/her employer for CIP on the “Employee Application for CIP” available at [www.education.ie](http://www.education.ie).
- b) Upon receipt of the completed “Employee Application for CIP”, the employer must initiate a referral to the OHS by logging onto [www.medmark4teachersna.ie](http://www.medmark4teachersna.ie) and completing the “Occupational Health Referral” form. The employer should provide the teacher with a copy of the referral.
- c) The employer must scan the teacher’s completed “Employee Application for CIP” and attach it to the employer’s online “Occupational Health Referral” form.
- d) Upon submission of the “Occupational Health Referral” form, the employer will receive a unique CIP **Referral Number** (from the OHS). This number will be required by the employer when entering absences on the OLCS/relevant ETB system. The Referral Number appears as CIPR (example CIPR-OHM-087870) on the OLCS.
- e) The teacher (or treating Consultant) must also submit, within an appropriate timeframe, a completed medical report from the treating Consultant directly to the OHS. This medical report does not need to accompany the teacher’s CIP application.
- f) The CIP Referral Number (available from the employer) must be furnished to the OHS with the Consultant’s medical report. It is the responsibility of the employer to make the teacher aware of the following in relation to this report:

- i. The treating Consultant's specialism must be appropriate to the critical illness for which the teacher is making a claim.
  - ii. It is essential that the medical evidence submitted is comprehensive and includes all relevant clinical details, as requested.
  - iii. It must address diagnosis, treatment and prognosis and dates of hospital admissions, where relevant.
  - iv. The cost of compilation of all such reports is the responsibility of the teacher.
- g) The CIP application cannot be processed until the "Occupational Health Referral" form, the "Employee Application for CIP" and the Consultant's medical report are received by the OHS.
- h) The OHS will consider the information provided by the treating Consultant, and may confer with them if they feel this would be helpful. It is not an absolute requirement that a definitive final diagnosis has been made. The OHS may accept a presumptive diagnosis on a case by case basis.
- i) Upon examination of the "Occupational Health Referral" form and the Consultant's medical report, the OHS will advise the employer on a "Medical CIP Report to Employer" if, in their opinion:
  - i. At the time of presentation with the particular illness the teacher was medically fit/unfit to return to his/her current duties or modified duties (where practicable) *and*
  - ii. He/she fulfils the medical criteria for the granting of CIP.
- j) Where the OHS advises that the teacher's medical condition fulfils the medical criteria for CIP, the employer will be provided with a unique CIP **Recommendation Number** (example CIPA-RTX-021128). This CIPA number will also be required for employers entering absences on the OLCS.
- k) Where the OHS advises that the teacher's medical condition does not fulfil the medical criteria for CIP, the OHS will provide the teacher with additional medical information on a "Medical CIP Report to Employer".
- l) The teacher can if he/she so wishes, provide this additional information to the employer which may assist in its decision making on the CIP application. The teacher is informed on this report that the additional medical information can be provided to the employer within 10 days of receipt of the report.
- m) Having regard to the Managerial Discretion Guidelines, the employer will make a decision on the CIP application and inform the teacher in writing.

- n) Where CIP is not granted on the basis of medical certification or managerial discretion, the employer's decision letter to the teacher will include details of the appeals process set out at Section 3 of this Chapter titled "CIP Appeal".
- o) The employer must record the teacher's CIP referral and their decision on the CIP application (including appeal, where relevant) on the OLCS.

## 3. CIP Appeal

### 3.1 Appeal of the CIP Medical Decision

- a) An independent registered specialist in occupational medicine has been selected and approved by the OHS and the Chief Medical Officer of the Civil Service, to provide a mechanism for teachers who wish to appeal a critical illness medical decision.
- b) A teacher may appeal the medical decision in accordance with the following procedures:
  - i. The teacher must write to the employer within 30 days of receipt of the employer's original CIP decision, setting out the grounds for appeal.
  - ii. The appeal must only be based on the medical information presented to the OHS in the teacher's original application. It is not possible to submit new medical evidence at this point of the CIP process.
  - iii. The medical decision can only be appealed in relation to the medical criteria as detailed at Appendix 1 and only if the teacher has been deemed medically unfit for work by the OHS at the time of presentation with the particular illness.
  - iv. The employer will submit the teacher's letter of appeal to the OHS who will then refer the case to the independent registered specialist in occupational medicine for review. This appeal will ordinarily be a file only review.
  - v. The cost of the appeal assessment is set at €100 and will be borne by the teacher who must include with their appeal a postal order/bank draft or cheque for the full cost of the assessment made payable to "Medmark Ltd. – CIP Appeal Account". If the appeal is successful the cost of the assessment will be refunded by the OHS.
  - vi. The result of the medical assessment will be notified via a report titled "CIP Appeal Outcome" to the employer for action and the OHS for record purposes.
  - vii. The final decision on the appeal lies with the employer, having considered the OHS medical advice.

### 3.2 Appeal of the CIP Managerial Decision

- a) The employer's decision to refuse CIP based on discretion can be appealed and the employer should inform the teacher about their rights in this regard. If the employer's decision is being appealed the Grievance Procedures for the relevant sector must be followed.



## APPENDIX 1 (CHAPTER 3): MEDICAL CRITERIA FOR GRANTING OF CIP

The OHS, will advise whether, in its opinion, the following medical criteria are met:

- 1) The teacher is medically unfit to return to his or her current duties or (where practicable) modified duties in the same pay grade.
- 2) The nature of this medical condition has **at least one** of the following characteristics:
  - (b) Acute life threatening physical illness
  - (c) Chronic progressive illness, with well-established potential to reduce life expectancy<sup>2</sup>
  - (d) Major physical trauma ordinarily requiring corrective acute operative surgical treatment
  - (e) In-patient or day hospital care of ten consecutive days or greater<sup>3</sup>.

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<sup>2</sup> This refers to the condition and not the individual person. It must be well established in the peer reviewed medical literature that the medical condition results in a reduction of life expectancy.

<sup>3</sup> In the case of pregnancy-related illness, the requirement for hospitalisation of ten consecutive days will be reduced to two or more consecutive days of in-patient hospital /clinic care.

## CHAPTER 4 – ILL HEALTH RETIREMENT

### 1. Ill Health Retirement

1. The process for ill-health retirement (IHR) is outlined in the following documents available at [www.education.ie](http://www.education.ie) – Home – Services - Schools and School Staff – Retirement/Pensions – Retirement on Medical Grounds:
  - a) *IHR info – Teachers Ill Health Retirement Procedures*
  - b) *Circular 0006/2012 “Oireachtas Funded Pension Schemes – Ill Health Retirement Procedures”*
2. A teacher may decide to apply for ill-health retirement (IHR) pension having developed a medical condition formed the view that s/he is permanently incapacitated and that the medical infirmity is likely to be permanent.
3. Retirement of a pension scheme member on the grounds of ill health has significant implications for:
  - a) The individual in terms of: status; income, activity and social interaction.
  - b) The employing organisation in terms of loss of: skills, experience, costs of temporary support and recruitment.
  - c) The Occupational Pension Scheme.
4. Therefore recommendations for IHR:
  - a) Are not made lightly and only after full investigation and consideration.
  - b) Are only made after all opportunities to allow the scheme member to recover and return to existing or other duties, including consideration of all possible adjustments, have been fully explored and excluded.
  - c) Are not used as a means of solving management problems which should be dealt with in accordance with appropriate management, administrative or disciplinary procedures.
  - d) Are not made to accommodate a scheme member who for non-medical reasons no longer wishes to remain in the current employment.
5. **For particular attention of Teachers and School Management**
  - a) Where a scheme member applies for IHR pension benefit, the employer should be alert to the implications of such an application.
  - b) Where the decision not to award IHR pension benefit is made by Department/ETB, the scheme member should discuss the matter with the employer. The decision on whether or not it is appropriate for the scheme member to attend for work is a matter on which the employer must engage with the OHS.
  - c) Where a scheme member is in receipt of IHR pension benefit, he/she may not subsequently engage in employment in any school or college funded directly or indirectly by the State.
  - d) The Department/ETB will inform the employer of the outcome of the application, any appeal by the scheme member and the date of retirement in respect of a successful application. In the case of ETBs, the ETB will inform the scheme member of the outcome of the application, any subsequent appeal and the date of retirement in respect of a successful application.

## 2. Ill Health Retirement Appeal

1. A teacher may appeal the decision to refuse the application for IHR pension benefit in accordance with the established procedures outlined in the following documents available at [www.education.ie](http://www.education.ie) – Home – Education Staff – Services – Retirement/Pensions – Teachers Pensions– Retirement on Medical Grounds:

**a) IHR info – Teachers Ill Health Retirement Procedures**

**b) Circular 0006/2012**

2. The result of the appeal process does not interfere with the legal rights of the scheme member in respect of Internal Disputes Resolution (IDR) or the Office of the Pensions Ombudsman. Further information on the IDR process may be viewed at Appendix A of the document available at the following link: [https://www.education.ie/en/Education-Staff/Services/Retirement-Pensions/pen\\_ill\\_health\\_procedures\\_2019.pdf](https://www.education.ie/en/Education-Staff/Services/Retirement-Pensions/pen_ill_health_procedures_2019.pdf)



## Appendix B – CIP Managerial Discretion Guidelines

**An Roinn Oideachais  
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Department of  
Education and Skills



# **Critical Illness Provisions (CIP)**

## **Managerial Discretion Guidelines**

**September 2019**

## **CIP Managerial Discretion Guidelines**

1. The purpose of the Managerial Discretion Guidelines is to assist employers in making a decision regarding the granting of CIP on the basis of managerial discretion where “exceptional circumstances” exist.
2. The decision on whether any “exceptional circumstances” warrant CIP is a matter to be determined by the employer after consideration of all the relevant circumstances. The guidelines aim to assist employers in making a fair and reasonable decision.

### **3. Circumstances for the granting of CIP**

- 3.1 CIP for a critical, physical or psychiatric illness, serious injury or serious medical condition may be granted in two circumstances:

- CIP on the basis of medical criteria
- CIP on the basis of managerial discretion

#### **a) CIP on the basis of medical criteria**

CIP on the basis of medical certification may be granted by the employer in cases where the OHS has advised that the teacher is suffering from a critical illness, serious injury or serious medical condition based on the medical criteria detailed in the Sick Leave Scheme. While the decision to grant CIP is still made by the employer, it is based upon the OHS Medical CIP Report.

#### **b) CIP on the basis of managerial discretion**

There will be cases which involve serious illnesses, injuries or conditions, but do not fall within the medical criteria for granting of CIP.

In such cases, employers have discretion as to whether to grant CIP following an analysis of the information provided and the circumstances of the case. This is to encompass cases that involve what would generally be considered a significant illness, injury or condition but do not fulfil the medical criteria. For example, a serious operation, with an extended recovery time, which does not involve a hospital stay of the length required under the medical criteria.

It is intended that the granting of CIP on the basis of managerial discretion will only be warranted in serious and/or exceptional cases. The employer can seek guidance from the OHS on medical issues within the boundaries of medical confidentiality.

### **4. What must the employer establish?**

- 4.1 The “Regulations” provide that in order to grant CIP on the basis of “exceptional circumstances” the following must be established by the employer:

- That there are “exceptional circumstances”; and

- That those exceptional circumstances relate to the illness, injury or condition of the teacher; and
- That those exceptional circumstances warrant the granting of CIP.

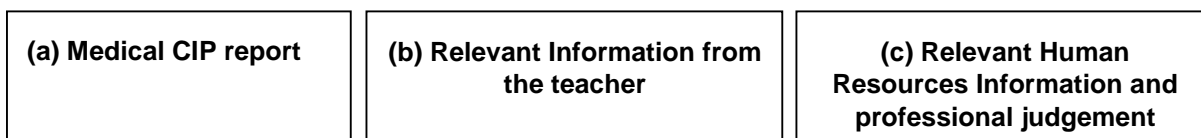
**5. What should the employer consider?**

5.1 The employer should consider the normal meaning of the word “exceptional”, meaning “unusual” or “not typical”. It should be considered whether the condition is a normal and typical illness, injury or condition or whether it is an unusual and/or not typical illness, injury or condition although not necessarily rare.

**5.2 Three sources of Information**

5.2.1 When determining if there are “exceptional circumstances” which would warrant the granting of CIP on the basis of managerial discretion, the employer should consider the following three sources of information during the decision-making process.

**Employer’s Decision**



**(a) Medical CIP report**

When making a decision on a teacher’s application for CIP, the employer should consider the OHS “Medical CIP Report to Employer” which will advise whether the teacher’s medical condition fulfils the medical criteria for CIP.

If the illness, injury or condition does not meet the medical criteria for CIP eligibility, the OHS will provide additional medical information to the teacher which they are aware of and consider relevant. Examples include:

- Standard recovery times for the condition where these exist having regard to the nature of the work (e.g. elective surgical procedures);
- Presence of additional medical conditions where relevant;
- Presence of medical complications;
- Any other information they consider relevant to assisting the employer in making a decision to grant CIP under management discretion (e.g. a hospital inpatient stay is close to the 10 day threshold).

This additional information can be provided by the teacher to the employer, if they so wish, within 10 days of receipt of the ‘Medical CIP Report to Employee’ which may assist the employer in making a decision on the CIP application. The employer should therefore allow 10 days from the date of receipt of the ‘Medical CIP Report’ for submission of the additional information before making a decision on the teacher’s application.

If the illness, injury or condition does not meet the medical criteria for CIP eligibility, the employer should consider if this additional information amounts to “exceptional circumstances” related to the relevant illness, injury or condition of the teacher.

**(b) Relevant Information from the teacher**

The employer should consider whether further information may be required and may wish to contact the teacher so they are aware of all of the circumstances that may amount to any “exceptional circumstances”.

The employer should consider the following, having contacted the teacher:

- a) Whether the medical criteria set out in the Sick Leave Scheme are close to being met, or whether there are any other factors related to the illness, injury or medical condition that should be viewed as "exceptional";
- b) The severity of the illness, injury or medical condition.

The employer should not consider the teacher’s financial position or their performance at work.

**(c) Relevant Human Resources Information and professional judgement**

The employer should consider any relevant HR information or other sources of professional judgement. Examples include:

- i. The length of any absence to date related to this illness, injury or condition. It should be noted that this information cannot be used to treat an application any less favourably;
- ii. The approach taken by the employer in other cases and the need for consistency of approach; and
- iii. Whether granting or refusal of CIP would be reasonable, taking into account any information provided that could be viewed as exceptional circumstances.

The employer should ensure that there is no conflict of interest when considering the CIP application. They should consider whether the teacher is a close friend/relative or, alternatively, whether the teacher has raised a grievance or some other form of complaint against them.

**6. Inform the teacher of the decision**

- 6.1 The employer should communicate their decision to the teacher in writing, briefly summarising the matters that were considered. The employer’s decision should demonstrate that all relevant information has been considered and that they have not been influenced by irrelevant information. If the employer’s decision is to refuse the teacher’s CIP application, the employer should inform the teacher about their right to appeal.



- 6.2 More detailed information on the process for appeal of both the Medical and Managerial decisions can be found at Chapter 3 (part 3 titled "CIP Appeal") of the Employers Procedures Manual.

## Appendix C - Pregnancy Related Illness Sample Calculations

### Pregnancy Related Illness Provisions

#### Pregnancy Related Sick Leave 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 in the previous 4 year period.

Patricia's Sick Leave record is as follows:

From	To	No of days	Details
1 <sup>st</sup> March 2016	31 <sup>st</sup> March 2016	31	Certified Illness
4 <sup>th</sup> April 2016	4 <sup>th</sup> May 2016	31	Certified Illness
3 <sup>rd</sup> October 2016	1 <sup>st</sup> November 2016	30	Pregnancy Related Sick Leave
2 <sup>nd</sup> November 2016	31 <sup>st</sup> January 2017	91	Pregnancy Related Sick Leave Half Pay
8 <sup>th</sup> May 2017	30 <sup>th</sup> May 2017	23	Pregnancy Related Sick Leave Half Pay
	TOTAL	206	

Patricia goes on certified Sick Leave from 7<sup>th</sup> January 2019 to 7<sup>th</sup> April 2019 (91 days).

- Looking back over 4 years – 183 days exceeded  
PRSL ongoing arrangement- *All PRSL credited back at half pay (within normal Sick Leave limits under Regulation 20)* New 4 year (Non-PRSL) Total = 62 (206 – 144)
- Looking back over 4 years – 183 days Sick Leave was not reached (balance 121 days)

Patricia will be paid half pay for 91 days taking her 'Non-PRSL' Sick Leave total to 153 days in 4 years.

## Appendix D – Dual Look Back

### Dual Look Back

#### Scenario 1 – Ordinary Illness

Ann's Sick Leave record is as follows:

From	To	No of days	Details
12 <sup>th</sup> Jan 16	19 <sup>th</sup> Feb 16	39 days	Certified Illness
1 <sup>st</sup> March 17	15 <sup>th</sup> March 17	15 days	Certified Illness
28 <sup>th</sup> Feb 18	6 <sup>th</sup> April 18	38 days	Certified Illness
7 <sup>th</sup> April 18	30 <sup>th</sup> May 18	54 days	Certified Illness
31 <sup>st</sup> May 18	5 <sup>th</sup> Jul 18	36 days	Certified Illness Half Pay
	TOTAL	182 days	

Ann goes on certified Sick Leave from the 2<sup>nd</sup> October 2019 to 31<sup>st</sup> October 2019 (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 prior to 2<sup>nd</sup> October 2019, 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 2 – Critical Illness

John's Sick Leave is as follows:

From	To	No of days	Details
12 <sup>th</sup> May 16	23 <sup>rd</sup> Jun 16	43 days	Certified Illness
1 <sup>st</sup> Dec 16	15 <sup>th</sup> Dec 16	15 days	Certified Illness
1 <sup>st</sup> Mar 17	3 <sup>rd</sup> April 17	34 days	Certified Illness
4 <sup>th</sup> April 17	20 <sup>th</sup> Jun 17	78 days	Certified Illness
	TOTAL	170 days	

John goes on certified Sick Leave from the 2<sup>nd</sup> October 2019 to 29<sup>th</sup> April 2020 (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 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 2018, 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.

## CHAPTER 2 – MATERNITY LEAVE SCHEME

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

### 1. Maternity Leave Scheme

- 1.1 The Maternity Leave Scheme is regulated by the [Maternity Protection Act, 1994](#) as amended.

### 2. Entitlement to Maternity Leave

- 2.1 A pregnant teacher who gives birth to a living child is entitled to 26 weeks statutory paid Maternity Leave and 16 weeks statutory additional unpaid Maternity Leave. The teacher may also be entitled to Extended Maternity Leave for Premature Birth (where applicable).
- 2.2 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 child's expected birth and a minimum of 4 weeks must be taken after the end of the week of the child's birth. For these purposes, Saturday is regarded as the end of a week.
- 2.3 Teachers should also take cognisance of the DEASP rules which state that a teacher will only become eligible for Maternity Benefit from the 24<sup>th</sup> week of pregnancy and until the end of the Statutory Maternity Leave or extended Maternity Leave for Premature Birth (where applicable). Further details on the DEASP regulations are available directly from that Department.
- 2.4 If the birth occurs prior to the planned leave commencement date, the Maternity Leave must commence immediately following the birth and the employer must be informed.
- 2.5 If the birth occurs after the expected date and there are less than 4 weeks of Maternity Leave remaining, the employer and the DEASP must be informed and the Maternity Leave will be extended to ensure that 4 weeks Maternity Leave are taken following the birth.
- 2.6 In the event of a stillbirth after the 24<sup>th</sup> week of pregnancy, full Maternity Leave entitlements apply.

### 3. Extended Maternity Leave and Benefit for Premature Birth

- 3.1 The Maternity Protection Acts, as amended provide for extended Maternity Leave in the case of a premature birth. This extended leave is in addition to the 26 weeks paid statutory Maternity Leave.

- 3.2 Extended Maternity Leave for Premature Birth is the period between the actual date of birth of the premature baby and 2 weeks before the end of the week in which the baby was due.
- 3.3 The extended Maternity Leave for Premature Birth will commence at the end of the standard 26 week period of paid statutory Maternity Leave.
- 3.4 A teacher should contact the Maternity Benefits Section of the DEASP at the earliest opportunity but no later than the end of the 26<sup>th</sup> week of statutory Maternity Leave in order to make a claim for any additional Benefit due to the premature birth.
- 3.5 The DEASP will require the teacher to provide a letter (or a birth certificate) from the hospital confirming the child's actual date of birth and the number of weeks gestation at which the child was born. Once the required information is supplied by the teacher, the DEASP will assess the claim to determine if there is any additional entitlement to Maternity Benefit due to the premature birth. Where appropriate, DEASP will confirm in writing to the teacher the additional Maternity Benefit to be paid.
- 3.6 The teacher will be required to provide the employer with a copy of the DEASP confirmation letter. The employer must then contact the Department/ETB with details of the premature birth. Based on this information, the Paymaster will calculate any entitlement to extended Maternity Leave due to Premature Birth, which will be recorded on the OLCS/relevant ETB system.

#### **4. Statutory Additional Unpaid Maternity Leave**

- 4.1 A teacher may take up to a maximum of 16 consecutive weeks statutory additional unpaid Maternity Leave commencing on the day following statutory Maternity Leave or extended Maternity Leave for Premature Birth.
- 4.2 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 DEASP, must be completed by the teacher and employer and returned to the DEASP. It is the teacher's responsibility to apply for these credits.

#### **5. Non-Statutory Additional Unpaid Maternity Leave**

- 5.1 A teacher who, on completion of Maternity Leave (and extended Maternity Leave for Premature birth, where applicable) and statutory additional unpaid Maternity Leave may apply for non-statutory additional Unpaid Maternity Leave until the end of the school year i.e. 31<sup>st</sup> August.

5.2 Non-Statutory additional Unpaid Maternity Leave is subject to obtaining written sanction from the employer at least 6 weeks in advance of an intention to avail of this leave.

## **6. Sequence in which Maternity Leave must be taken**

6.1 Maternity Leave entitlements must be taken in the following sequence:

- a) Statutory Maternity Leave (26 weeks)
- b) Extended Statutory Maternity Leave for premature birth, where applicable (the number of weeks from the child's actual date of birth to the date when the Maternity Leave was expected to commence)
- c) Statutory additional unpaid Maternity Leave (up to a maximum of 16 weeks)
- d) Non-Statutory additional unpaid Maternity Leave until the end of the school year (to 31<sup>st</sup> August)

6.2 When all Maternity Leave types have been exhausted, as appropriate to each individual, the next working day becomes the date of resumption of duties for the teacher.

## **7. Time off for attendance at appointments and classes**

7.1 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 full set of ante-natal classes in a working career, and the last 3 classes in a set for subsequent pregnancies, and
- c) attend medical appointments related to post-natal care within 14 weeks of the birth.

7.2 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.

7.3 An expectant father is entitled to time off work, without loss of pay, to attend the last 2 ante-natal classes in a set attended by the pregnant mother immediately prior to the birth.

7.4 Two weeks' notice should be given for each absence referred to in this paragraph and appropriate documentary evidence provided.

## **8. Application Procedures**

- 8.1 Application for all types of Maternity Leave, both paid and unpaid, should be made by the teacher to her employer at least 6 weeks prior to the planned commencement date, using the Application Form at [Appendix A](#) of this Chapter.
- 8.2 In order to avail of Maternity Benefit, the teacher must complete the DEASP [MB1](#) Form and should ensure that the employer completes the employer's portion. The completed form must be forwarded to the DEASP by the teacher at least 6 weeks prior to the leave commencement date. The MB1 Form should NOT be sent to the Department.
- 8.3 Alternatively, the teacher may make an online application for Maternity Benefit by logging on to <https://services.mywelfare.ie/>. In order to complete an online application, the teacher should ensure their employer has completed the DEASP [MB2](#) Form.

## **9. Notification and Recording of Leave**

- 9.1 The Maternity Leave absence must be notified by the employer to the Department/ETB via the OLCS/relevant ETB system, not later than 6 weeks prior to the commencement of the leave.
- 9.2 The procedure for recording Maternity Leave absences on the OLCS is available at [Appendix B](#) of this Chapter.
- 9.3 Examples of Maternity Leave cases are attached at [Appendix C](#) of this Chapter.

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

- 10.1 Continuation of salary during Maternity Leave is not a statutory entitlement and any action which necessitates an adjustment to a teacher's pay should be notified to the Paymaster immediately.
- 10.2 Maternity Benefit payment is a taxable income.
- 10.3 Under the DEASP regulations the following are the arrangements for PRSI contributors:
  - Full rate (Class A): Any Maternity Benefit payable by the DEASP will issue directly to the teacher. A deduction from salary equivalent to the maximum weekly rate of Maternity Benefit will be applied by the Paymaster.



- Modified rate (Class D): have No entitlement to Maternity Benefit. Therefore, no deduction is applied to the teacher's salary and they remain on their ordinary salary.

- 10.4 If the amount of Maternity Benefit payable to the teacher is less than the maximum, or if a teacher is not entitled to any Maternity Benefit, they should notify the Paymaster immediately to ensure that they can remain on the appropriate salary.

Changes to the automatic deduction can be made provided a copy of the DEASP's written notice of the actual Maternity Benefit rate applicable, if any, is furnished by the teacher to the Paymaster. Deductions, where appropriate, will be made fortnightly during the period of statutory paid Maternity Leave up to a maximum of 26 weeks. If the Maternity Leave absences are recorded late on the OLCS/relevant ETB system, any arrears will be deducted from the teacher's salary.

## **11. Status during Maternity Leave**

- 11.1 A teacher absent on any of the Maternity Leave types referred to below is deemed to have been in employment at that time.
- a) Paid Maternity Leave (including extended Maternity Leave for premature birth) is reckonable for seniority and progression on the incremental salary scale.
  - b) Statutory additional unpaid Maternity Leave is reckonable for all purposes, with the exception of superannuation and remuneration.
  - c) Non-statutory additional unpaid Maternity Leave is not reckonable for any purpose including accrual of annual leave.

## **12. Employment while on Maternity Leave**

- 12.1 A teacher absent on Maternity Leave may not engage in any type of teaching or other paid employment.
- 12.2 Under the DEASP regulations, Maternity Benefit may be terminated if a teacher engages in paid employment while on Maternity Leave.
- 12.3 Salary payment will be reviewed by the Paymaster in the event of termination of Maternity Benefit arising from non-compliance with the terms of the Maternity Benefit Scheme.

### **13. Health and Safety**

- 13.1 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.
- 13.2 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.
- 13.3 Where a risk has been identified and it is not possible to remove it, protective and preventive measures should be taken by the employer to safeguard the health and safety 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) moving the teacher to suitable alternative work which does not involve the risk in the event that such adjustment is not possible, or
  - c) granting the teacher Health and Safety Leave in the event that such alternative work is not available, having consulted with and received certification from the OHS. Please refer to the Employers Procedure Manual. The teacher is entitled to receive, on request, a certificate stating the reasons she has been granted leave. The certificate must also state the start date and expected end date of the leave. Health and Safety Leave can be granted in respect of more than one period, provided the conditions outlined in 13.1 and 13.2 above are fulfilled, for each such period concerned.
  - d) Substitution for Health and Safety Leave will be paid by the Department/ETB.
- 13.4 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).
- 13.5 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 14 weeks or is not within 26 weeks of the birth and breastfeeding, as defined in the Act); or
- c) the risk ceases.

13.6 Specific questions on health and safety issues should be addressed to the Health and Safety Authority (HSA), which can provide advice, assistance and encouragement aimed at the prevention of work related accidents and the promotion of occupational safety, health and wellbeing.

13.7 A teacher who makes PRSI contributions at the modified rate (Class D), and has no entitlement to Health and Safety Benefit from the DEASP, 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 DEASP will be paid full salary by the Paymaster for the first 21 days and thereafter will be paid full salary less any benefit paid by DEASP HSB1 Form.

#### **14. Replacement Teacher**

14.1 The employer may appoint a substitute teacher, paid by the Paymaster, to cover all absences referred to in this Chapter, of duration of at least one day. Such absences must be recorded by the employer via the OLCS/relevant ETB system.

14.2 Contracts awarded to cover Maternity Leave absences should make clear reference to the fact that the replacement teacher's 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 child).

#### **15. Postponement of Maternity Leave**

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

- a) Statutory Maternity Leave
- b) Statutory additional unpaid Maternity Leave
- c) Statutory Father's Leave
- d) Statutory additional unpaid Father's Leave

15.2 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 Maternity Leave will require the absent teacher to resume duties in the school during the period of postponement.

- 15.3 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.
- 15.4 The Paymaster and the DEASP must be notified immediately if the teacher is to return to work to facilitate pay adjustment and cease any benefit from the DEASP and the finalisation of payment to the replacement teacher.
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 The normal procedures in relation to Sick Leave should then be followed, including the furnishing of a medical certificate where appropriate.

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.

## **16. Father's Leave**

16.1 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 24<sup>th</sup> week following the week of the birth of her child, the father is entitled to paid leave up to the 24<sup>th</sup> 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 24<sup>th</sup> week following the week of the birth of her child, the father is entitled to unpaid leave up to the 40<sup>th</sup> week following the week of the birth of the child.

16.2 The sequencing arrangement outlined in paragraph 6 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 16 weeks of statutory additional unpaid Maternity Leave up to the 40<sup>th</sup> week following the week of birth)
- c) Non-statutory additional unpaid Father's Leave until the end of the school year (31<sup>st</sup> August)

16.3 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.

16.4 The above arrangements will take into account any extended Maternity Leave entitlement in the event of a premature birth.

## **17. Termination of Statutory Additional Unpaid Maternity/Father's Leave**

17.1 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.

- 17.2 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. Approval of a request to terminate the Maternity 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 Maternity 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 Maternity Leave or any part of it.
- 17.3 To facilitate necessary pay adjustment the employer must notify the Paymaster that the teacher is now on Sick Leave.

## **18. Return to work following Maternity Leave**

- 18.1 The employer should provide the absent teacher with a written statement of their absence and expected date of resumption of duties. The employer should be provided with a written notice from the teacher, 4 weeks before she is due to return confirming the intention to resume duties from that date.

## **19. Breastfeeding Breaks**

- 19.1 Within a 104 week period after the birth of the child, a teacher who has returned to work may avail of breastfeeding breaks without loss of pay for up to one hour per day for the purpose of breastfeeding or lactation.
- 19.2 A teacher who qualifies for this provision, must notify her employer in writing of her intention to avail of such breaks, at least 4 weeks in advance. A copy of the birth certificate of the child must be submitted with the application for breastfeeding breaks.
- 19.3 Breastfeeding breaks may be taken in the form of:-
- a) one break of 60 minutes, or
  - b) two breaks of 30 minutes each, or
  - c) three breaks of 20 minutes each

The pattern of breastfeeding breaks should be agreed following consultation between the employer and the teacher. Employers should take reasonable measures to facilitate the pattern of breastfeeding breaks as requested, while having due regard to the welfare and educational needs of pupils.

- 19.4 A teacher availing of breastfeeding breaks who ceases to breastfeed, should notify her employer in writing as soon as possible.
- 19.5 Substitute cover for breastfeeding breaks is not paid by the Department. At post primary level, the breaks should be covered through the Supervision and Substitution Scheme.





## Appendix A –Application Form for Maternity Leave

### Application Form for Maternity Leave

The Application Form should be fully completed and submitted to the employer at least 6 weeks prior to the planned commencement date.

If the teacher pays Class A PRSI contributions, completed [MB 1 & 2](#) Forms should be submitted to the DEASP. This Form is available from the DEASP or online at: [www.welfare.ie](http://www.welfare.ie). Online applications for Maternity Benefit may also be made at <https://services.mywelfare.ie/>.

#### PART 1A – TEACHER APPLICATION

Teacher's Name: \_\_\_\_\_ Contact No: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

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

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

APPLICATION IN RESPECT OF: *(Please tick as appropriate)*

- Maternity Leave (26 weeks)
- Statutory Additional Unpaid Maternity Leave (up to maximum of 16 weeks)
- Non-Statutory Additional Unpaid Maternity Leave (up to end of school year i.e. 31<sup>st</sup> August)

#### PART 1B – MATERNITY LEAVE DETAILS

Expected Date of Birth (EDB): \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Medical Certificate must be enclosed confirming expected Date of Birth)*

- **Maternity Leave:**

From \_\_\_\_\_ to \_\_\_\_\_ (enter inclusive dates)

- **Statutory Additional Unpaid Maternity Leave:**

From \_\_\_\_\_ to \_\_\_\_\_ (enter inclusive dates)

- **Non-Statutory Additional Unpaid Maternity Leave:**

From \_\_\_\_\_ to \_\_\_\_\_ (enter inclusive dates)

**Declaration**

I wish to apply for Maternity Leave in accordance with the Maternity Leave Scheme as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'.

I confirm that the information provided in the application is true and accurate.

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

**Data Protection Privacy Statement**

The main purpose for which the Department requires you to provide this personal data to your employer is to enable your Maternity Leave application to be processed. Your employer will retain your application form and accompanying documents in accordance with their Data Protection policy. Further information in relation to this policy is available on request from your employer.

The Privacy Notice outlining further information in relation to this application form can be found at: <https://www.education.ie/en/The-Department/Data-Protection/gdpr/gdpr.html> Full details of the Department's Data Protection policy setting out how we will use your personal data as well as information regarding your rights as a data subject are available at <https://www.education.ie/en/The-Department/Data-Protection/>. Details of this policy are also available in hard copy from Teacher/SNA Terms & Conditions, Department of Education & Skills, Cornamaddy, Athlone, Co. Westmeath, N37 X659, upon request.

**PART 2 – EMPLOYER DECISION**

I certify that I have approved/refused (delete as appropriate) the Maternity Leave in accordance with the Maternity Leave Scheme as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'. The following documents will be retained for audit purposes:

- |   |                          |
|---|--------------------------|
| 1) Application for Maternity Leave                    | <input type="checkbox"/> |
| 2) Medical Certificate showing expected Date of Birth | <input type="checkbox"/> |
| 3) Copy of Decision Notice issued to teacher          | <input type="checkbox"/> |

Approved Leave has been recorded on the OLCS/relevant ETB system

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer)

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

## Appendix B – Maternity Leave Recording Procedures

### 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 Additional Unpaid Maternity Leave cannot be entered on OLCS until the next working day subsequent to the notification of Maternity Leave. The Paymaster 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 2019; 26 weeks Maternity Leave commencing from 30<sup>th</sup> April 2019; followed by 112 days statutory additional unpaid Maternity Leave followed by non-statutory additional unpaid Maternity Leave to the end of the school year.

(1) Expected date of birth (EDB)	15 <sup>th</sup> May 2019
(2) Commencement Date (must be at least 2 weeks prior to the end of the week of the child's expected birth)	30 <sup>th</sup> April 2019 (In this example the latest permissible start date would be 6 <sup>th</sup> May 2019)
(3) Maternity Leave end date (26 weeks from 30 <sup>th</sup> April 2019)	28 <sup>th</sup> October 2019
(4) Statutory additional unpaid Maternity Leave (max of 16 weeks= 112 days)	In this example 112 days unpaid leave are to be availed of from 29 <sup>th</sup> October 2019 to 17 <sup>th</sup> February 2020 (inclusive)
(5) Resumption Date following statutory additional unpaid Maternity Leave	18 <sup>th</sup> February 2020
(6) Teachers have a further option of non-statutory additional unpaid Maternity Leave to the end of the school year (31 <sup>st</sup> August).	In this example the teacher chooses to avail of this option Non-Statutory Unpaid leave from 18 <sup>th</sup> February 2020 to 31 <sup>st</sup> August 2020
(7) Final date for resumption of duties	1 <sup>st</sup> September 2020

## Appendix C (ii) - Example Extended Maternity Leave for Premature Birth Calculation Worksheet

Example based on expected date of birth (EDB) of 21<sup>st</sup> June 2019; 26 weeks Maternity Leave commencing from actual date of birth DOB 27<sup>th</sup> May 2019. This was followed by 14 days Extended Maternity Leave for Premature Birth and 94 days statutory additional unpaid Maternity Leave.

(1) Expected date of birth (EDB)	21 <sup>st</sup> June 2019
(2) Latest possible commencement date of maternity leave (must be at least 2 weeks prior to the end of the week of the child's expected birth)	10 <sup>th</sup> June 2019
(3) Actual date of birth	27 <sup>th</sup> May 2019
(4) Maternity Leave Premature birth days due	14 days (from Date of Birth 27 <sup>th</sup> May 2019 to 9 <sup>th</sup> June 2019 - Latest possible start date for Maternity leave was 10 <sup>th</sup> June 2019.
(5) Commencement Date of Maternity Leave (in this example it is 27 <sup>th</sup> May which is the actual date of birth)	27 <sup>th</sup> May 2019
(6) Maternity Leave end date (26 weeks from 27 <sup>th</sup> May 2019)	24 <sup>th</sup> November 2019
(7) Maternity Leave Premature Birth Leave	25 <sup>th</sup> November 2019 to 8 <sup>th</sup> December 2019 (inclusive) 14 days
(8) Statutory additional unpaid Maternity Leave (can take a max of 16 weeks= 112 days)	In this example 94 days unpaid leave are to be availed of from 9 <sup>th</sup> December 2019 to 11 <sup>th</sup> March 2020 (inclusive)
(9) Resumption Date following Statutory Unpaid Maternity Leave	12 <sup>th</sup> March 2020

## CHAPTER 3 – ADOPTIVE LEAVE SCHEME

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

### 1. Adoptive Leave Scheme

- 1.1 The Adoptive Leave Scheme is regulated by the Adoptive Leave Act 1995, as amended.

### 2. Entitlement to Adoptive Leave

- 2.1 Adoptive Leave is a period of 24 consecutive weeks paid leave, from the date of placement of the child with the adopting teacher.
- 2.2 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 paragraph 14 for details on this provision.
- 2.3 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.

### 3. Statutory Additional Unpaid Adoptive Leave

- 3.1 An adopting teacher may take up to a maximum of 16 consecutive weeks statutory additional unpaid Adoptive Leave, commencing on the day following statutory Adoptive Leave.
- 3.2 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.
- 3.3 A teacher who avails of statutory additional unpaid Adoptive Leave may be entitled to receive PRSI credits. The Application for Adoptive Leave Credits which is available from the DEASP, must be completed by the teacher and employer, and returned to the DEASP. It is the teacher's responsibility to apply for these credits.

#### **4. Non-Statutory Additional Unpaid Adoptive Leave**

- 4.1 An adopting teacher who, on completion of Adoptive Leave and statutory additional unpaid Adoptive Leave may apply for non-statutory additional Unpaid Adoptive Leave until the end of the school year i.e. 31<sup>st</sup> August.
- 4.2 Non-Statutory additional Unpaid Adoptive Leave is subject to obtaining written sanction from the employer, at least 6 weeks in advance of an intention to avail of this leave.

#### **5. Sequence in which Adoptive Leave must be taken**

- 5.1 Adoptive Leave entitlements must be taken in the following sequence:
  - a) Statutory Adoptive Leave (24 weeks)
  - b) Statutory additional unpaid Adoptive Leave (up to a maximum of 16 weeks). In the case of foreign adoptions, some or all, of the statutory additional unpaid Adoptive Leave may be taken prior to placement
  - c) Non-Statutory additional unpaid Adoptive Leave until the end of school year (31<sup>st</sup> August)
- 5.2 When all Adoptive Leave types have been exhausted, as appropriate to each individual, the next working day becomes the date of resumption of duties for the adopting teacher.

#### **6. Time off for attendance at Pre-Adoption Classes and Meetings within the State**

- 6.1 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.
- 6.2 Two weeks' notice should be given for each absence referred to in this paragraph and appropriate documentary evidence provided.
- 6.3 Substitution for such absences will be paid by the Department/ETB.

#### **7. Application Procedures**

- 7.1 Application for all types of Adoptive Leave, both paid and unpaid, should be made by the adopting teacher to his/her employer, at least 6 weeks prior to the planned commencement date using the Application Form at [Appendix A](#) of this Chapter.
- 7.2 In order to avail of statutory Adoptive Leave, the adopting teacher must complete the DEASP [AB1 Form](#) and should ensure that the employer completes the employer's portion. The completed form must be forwarded

to the DEASP by the adopting teacher at least 6 weeks prior to the leave commencement date. The AB1 Form should NOT be sent to the Department.

- 7.3 In the case of a domestic adoption, the adopting teacher must furnish to the employer, no later than 4 weeks after date of placement, a *Certificate of Placement* issued by the Adoption Authority of Ireland. The *Certificate of Placement* states the date of placement, the gender and age of the child being adopted and the name and address of the adopting parent.
- 7.4 In the case of foreign adoption, the adopting teacher must furnish to the employer a *Declaration of Eligibility and Suitability* 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.

## **8. Notification and Recording of Leave**

- 8.1 The Adoptive Leave absence must be notified by the employer to the Department/ETB via the OLCS/relevant ETB system, not later than 6 weeks prior to the commencement of the leave.
- 8.2 The procedure for recording Adoptive Leave absence on the OLCS is available at [Appendix B](#) of this Chapter.
- 8.3 An example Adoptive Leave case is attached at [Appendix C](#) of this Chapter.

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

- 9.1 Continuation of salary during Adoptive Leave is not a statutory entitlement and any action which necessitates an adjustment to a teacher's pay, should be notified to the Paymaster immediately.
- 9.2 Adoptive Benefit payment is a taxable income.
- 9.3 Under the DEASP regulations, the following are the arrangements for PRSI contributors:
- Full rate (Class A): Any Adoptive Benefit payable by the DEASP will issue directly to the teacher. A deduction from salary, equivalent to the maximum weekly rate of Adoptive Benefit, will be applied by the Paymaster.
  - Modified rate (Class D): No entitlement to Adoptive Benefit. Therefore, no deduction is applied to the teacher's salary and they remain on their ordinary salary.



- 9.4 If the amount of Adoptive Benefit payable to the teacher is less than the maximum, or if a teacher is not entitled to any Adoptive Benefit, he/she should notify the Paymaster immediately to ensure that they can remain on the appropriate salary.
- 9.5 Changes to the automatic deduction can be made provided a copy of DEASP's written notice of the actual Adoptive Benefit rate applicable, if any, is furnished by the teacher to the Paymaster. Deductions, where appropriate, will be made fortnightly during the period of statutory paid Adoptive Leave, up to a maximum of 24 weeks. If the Adoptive Leave absences are recorded late on the OLCS/relevant ETB system, any arrears will be deducted from the teacher's salary.

## **10. Status during Adoptive Leave**

- 10.1 A teacher absent on any of the Adoptive Leave types referred to below is deemed to have been in employment at that time.
- a) Paid Adoptive Leave is fully reckonable for all purposes including progression on the incremental salary scale and seniority.
  - b) Statutory additional unpaid Adoptive Leave is reckonable for all purposes, with the exception of superannuation and remuneration.
  - c) Non-statutory additional unpaid Adoptive Leave is not reckonable for any purpose including accrual of annual leave.

## **11. Replacement Teacher**

- 11.1 The employer may appoint a substitute teacher, paid by the Paymaster while a teacher is absent on Adoptive Leave and this must be recorded by the employer via the OLCS/relevant ETB system.
- 11.2 Contracts awarded to cover Adoptive Leave absences should make clear reference to the fact that the replacement teacher's 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).

## **12. Employment while on Adoptive Leave**

- 12.1 A teacher absent on Adoptive Leave may not engage in any type of teaching or other paid employment.
- 12.2 Under the DEASP regulations, Adoptive Benefit may be terminated if a teacher engages in paid employment while on Adoptive Leave.

12.3 Salary payment will be reviewed by the Paymaster in the event of termination of Adoptive Benefit arising from non-compliance with the terms of the Adoptive Benefit Scheme.

### **13. Postponement of Adoptive Leave**

13.1 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.

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

- a) Statutory Adoptive Leave
- b) Statutory additional unpaid Adoptive Leave
- c) Statutory Father's Leave
- d) Statutory additional unpaid Father's Leave

13.3 Postponement of Adoptive Leave will require the absent teacher to resume duties in the school during the period of postponement.

13.4 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.

13.5 The Paymaster and the DEASP must be notified immediately if the teacher is to return to work to facilitate pay adjustment, cease any benefit from the DEASP and the finalisation of payment to the replacement teacher.

13.6 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.

13.7 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.

13.8 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.

#### **14. Father's Leave**

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 The leave should normally commence within 7 days of the event which has created the father's entitlement to the leave, (or on the day of placement, whichever is later) 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.
- 14.5 The sequencing arrangement outlined in Paragraph 5 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).

#### **15. Termination of Statutory Additional Unpaid Adoptive/Father's Leave**

- 15.1 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 of such leave. If the 4 week cancellation period provided for in the Act has passed, entitlement to withdraw an application has been lost.
- 15.2 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. Approval of a request to terminate the Adoptive 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 Adoptive 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.

- 15.3 To facilitate necessary pay adjustment, the employer must notify the Paymaster that the teacher is now on Sick Leave.

## **16. Termination of Placement**

- 16.1 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. The Adoptive Leave ends on the date of termination.

## **17. Return to work following Adoptive Leave**

- 17.1 The employer should provide the absent teacher with a written statement of his/her absence and expected date of resumption of duties. The employer should be provided with a written notice from the teacher, 4 weeks before he/she is due to return, confirming the intention to resume duties from that date.

## Appendix A - Application Form for Adoptive Leave

**The Application Form should be fully completed and submitted to the employer, at least 6 weeks prior to the planned commencement date.**

If the teacher pays Class A PRSI contributions, a completed AB1 Form should be submitted to the DEASP. This Form is available from the DEASP or online at [www.welfare.ie](http://www.welfare.ie)

### PART 1A - TEACHER APPLICATION

Teacher's Name: \_\_\_\_\_ Contact No.: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

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

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

APPLICATION IN RESPECT OF: (please tick as appropriate)

- Statutory Adoptive Leave (24 weeks)
- Statutory additional unpaid Adoptive Leave (up to a maximum of 16 weeks)
- Non-Statutory additional unpaid Adoptive Leave (up to end of school year i.e. 31<sup>st</sup> August)

### PART 1B – ADOPTIVE LEAVE DETAILS

Expected date of placement: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(A Certificate of Placement should be submitted to the employer no later than 4 weeks after date of placement. In the case of a foreign adoption, a Declaration of Eligibility and Suitability should be provided to the employer in advance of the placement).*

#### **Statutory Adoptive Leave (24 weeks):**

From \_\_\_\_\_ to \_\_\_\_\_ (enter inclusive dates)

#### **Statutory Additional Unpaid Adoptive Leave (up to a maximum of 16 weeks):**

In the case of foreign adoption, if any of the statutory additional unpaid Adoptive Leave is to be taken prior to placement, indicate dates:

From \_\_\_\_\_ to \_\_\_\_\_ (enter inclusive dates)

**Non-Statutory Additional Unpaid Adoptive Leave (up to end of school year i.e. 31<sup>st</sup> August):**

From \_\_\_\_\_ to \_\_\_\_\_ (enter inclusive dates)

**Declaration**

I wish to apply for Adoptive Leave in accordance with the Adoptive Leave Scheme as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'.

I confirm that the information provided in the application is true and accurate.

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

**Data Protection Privacy Statement**

The main purpose for which the Department requires you to provide this personal data to your employer is to enable your Adoptive Leave application to be processed. Your employer will retain your application form and accompanying documents in accordance with their Data Protection policy. Further information in relation to this policy is available on request from your employer.

The Privacy Notice outlining further information in relation to this application form can be found at: <https://www.education.ie/en/The-Department/Data-Protection/gdpr/gdpr.html> Full details of the Department's Data Protection policy setting out how we will use your personal data as well as information regarding your rights as a data subject are available at <https://www.education.ie/en/The-Department/Data-Protection/>. Details of this policy are also available in hard copy from Teacher/SNA Terms & Conditions, Department of Education & Skills, Cornamaddy, Athlone, Co. Westmeath, N37 X659, upon request.

**PART 2 – EMPLOYER DECISION**

I certify that I have approved/refused (delete as appropriate) the Adoptive Leave in accordance with the Adoptive Leave Scheme as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'. The following documents will be retained for audit purposes:

- |  |                          |
|--|--------------------------|
| 1) Application(s) for Adoptive Leave                                   | <input type="checkbox"/> |
| 2) Certificate of Placement/Declaration of Eligibility and Suitability | <input type="checkbox"/> |
| 3) Copy of Decision Notice issued to teacher                           | <input type="checkbox"/> |

Approved Adoptive Leave has been recorded on the OLCS/relevant ETB system

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer)

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

## Appendix B - 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.

### 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 Paymaster must first verify the Adoptive Leave in order to commence deductions from salary.

## Appendix C - Example Adoptive Leave Calculation

Example based on a date of placement of 20<sup>th</sup> September 2019 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.

Leave Type	Dates taken
(1) Statutory Adoptive Leave (24 weeks) <i>(commencement date is the date of placement)</i>	From: 20 <sup>th</sup> September 2019 To: 5 <sup>th</sup> March 2020
(3) Statutory Additional Unpaid Adoptive Leave <u>Prior to date of placement</u> (max of 16 weeks or 112 days) <sup>4</sup>  i. <i>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.</i>  ii. <i>101 days remain out of the 112 day allocation of statutory additional unpaid Adoptive Leave</i>	From: 9 <sup>th</sup> September To 19 <sup>th</sup> September 2019  (11 days)
(4) Statutory Additional Unpaid Adoptive Leave (max of 16 weeks or 112 days) <i>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.</i>	From: 6 <sup>th</sup> March 2020 To: 14 <sup>th</sup> June 2020  (101 days inclusive)
(5) Provisional Resumption date following Statutory Additional Unpaid Adoptive Leave <i>(if no other leave is taken, this is the date that the teacher should return to school duties)</i>	15 <sup>th</sup> June 2020
(6) Teachers have a further option of Non Statutory Additional Unpaid Adoptive Leave to the end of the school year (31 <sup>st</sup> August) <i>(In this example the teacher chooses to avail of the non-statutory leave option)</i>	From: 15 <sup>th</sup> June 2020 To: 31 <sup>st</sup> August 2020
(7) Final date for resumption of duties	1 <sup>st</sup> September 2020

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<sup>4</sup> 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.



## CHAPTER 4 – PATERNITY LEAVE SCHEME

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

### 1. Paternity Leave Scheme

- 1.1 The Paternity Leave Scheme is regulated by the [Paternity Leave and Benefit Act 2016](#).
- 1.2 The purpose of Paternity Leave is to allow the relevant parent paid leave to provide, or assist in, the care of the child or to provide support to the mother or adopting parent of the child as the case may be, or both.

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
- The nominated parent in the case of a married same-sex couple (in the case of an adopted child)

### 2. Entitlement to Paternity Leave

- 2.1 Paternity Leave is a single period of 2 consecutive weeks (i.e. 14 consecutive days including weekends, school closures and days on which a teacher is not timetabled for attendance within that period).
- 2.2 Paternity Leave may commence at any time from the date of birth or date of placement of the child to 26 weeks thereafter, except where the leave is postponed in the event of hospitalisation of the child.
- 2.3 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.
- 2.4 Paternity Leave is available in the case of stillbirths which occur after the 24<sup>th</sup> week of pregnancy.
- 2.5 Only one person who is a relevant parent in relation to a child shall be entitled to Paternity Leave in respect of that child.
- 2.6 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 has been transferred on the death of the other parent.

### 3. Application Procedures

There are 2 steps in applying for Paternity Leave

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

The teacher must notify his/her employer in writing of their intention to take Paternity Leave at least 4 weeks prior to the planned commencement date of such leave accompanied by the following documents:

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 Eligibility and Suitability* 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 teacher 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 If the day of placement is postponed or the date of birth occurs after the date selected by the teacher in his/her notification given to the employer, the teacher shall be entitled to select another date on which the Paternity Leave shall commence.

3.4 Notification may be withdrawn in writing by the teacher to his/her employer not later than 4 weeks before the commencement of such leave.

3.5 Where the birth occurs 4 weeks or more before the expected date of birth, the teacher shall inform the employer immediately and will be deemed to have complied with the notification period if they intend to take the leave

at that time. The formal written notification must be given within 7 days commencing on the day of birth.

- 3.6 In order to avail of statutory Paternity Leave, the teacher must complete the DEASP PB1 Form and should ensure that the employer completes the employer's portion of the PB2 form. The completed form must be forwarded to the DEASP by the teacher at least 6 weeks prior to the leave commencement date. The PB1 Form should not be sent to the Department.
- 3.7 Alternatively, the teacher may make an online application for Paternity Benefit by logging on to <https://services.mywelfare.ie/>. In order to complete an online application, the teacher should ensure their employer has completed the DEASP PB2 Form.

#### **4. Notification and Recording of Leave**

- 4.1 The Paternity Leave absence must be notified by the employer to the Department/ETB via the OLCS/relevant ETB system immediately following receipt of the completed Application Form.

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

- 5.1 Continuation of salary during Paternity Leave is not a statutory entitlement and any action which necessitates an adjustment to a teacher's pay should be notified to the Paymaster immediately.
- 5.2 Paternity Benefit payment is a taxable income.
- 5.3 Under the DEASP regulations, the following are the arrangements for PRSI contributors:
- Full rate (Class A): Any Paternity Benefit payable by the DEASP will issue directly to the teacher. A deduction from salary equivalent to the maximum weekly rate of Paternity Benefit will be applied by the Paymaster.
  - Modified rate (Class D): No entitlement to Paternity Benefit. Therefore, no deduction is applied to the teacher's salary and they remain on their ordinary salary.
- 5.4 If the amount of Paternity Benefit payable to the teacher is less than the maximum, or if a teacher is not entitled to any Paternity Benefit, they should notify the Paymaster immediately to ensure that they can remain on the appropriate salary.
- 5.5 Changes to the automatic deduction can be made provided a copy of the DEASP's written notice of the actual Paternity Benefit rate applicable, if any, is furnished by the teacher to the Paymaster. Deductions, where appropriate, will be made fortnightly during the period of Paternity Leave.

If the Paternity Leave absences are recorded late on the OLCS/relevant ETB system, any arrears will be deducted from the teacher's salary.

## **6. Status during Paternity Leave**

- 6.1 A teacher on Paternity Leave is deemed for all purposes to be in employment at that time including remuneration and superannuation. Paternity Leave is fully reckonable for seniority and progression on the incremental salary scale.

## **7. Replacement Teacher**

- 7.1 The employer may appoint a substitute teacher, paid by the Paymaster while a teacher is absent on Paternity Leave and this must be recorded by the employer via the OLCS/relevant ETB system.

## **8. Employment while on Paternity Leave**

- 8.1 A teacher absent on Paternity Leave may not engage in any type of teaching or other paid employment.

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

- 9.1 In the event of illness of the teacher immediately prior to the commencement of his/her Paternity Leave, the Paternity Leave may be postponed.
- 9.2 The teacher 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 accordance with the Sick Leave Scheme.
- 9.3 The postponed leave must be taken not later than 7 days after the teacher has been certified fit to resume duty or such other date as may be agreed between the teacher 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.

## **10. Postponement of Paternity Leave through Hospitalisation of the Child**

- 10.1 In the event of the hospitalisation of the child a request may be made to the employer for a postponement of the Paternity Leave.
- 10.2 Postponement of Paternity Leave will require the absent teacher to resume duties in the school during the period of postponement.
- 10.3 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.

10.4 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.

10.5 The postponed leave must be taken in one continuous period commencing not later than 7 days after the discharge of the child from hospital or such other date as may be agreed between the teacher and the employer.

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

11.1 In the event of the death of the relevant parent within a period of 28 weeks following the birth/adoption, Paternity Leave entitlement, or any remainder of that entitlement, shall transfer to the surviving parent:

- in the case of adoption, the leave shall transfer to the adopting parent,
- in any other case, the leave shall transfer to the birth mother who has availed of Maternity Leave in respect of that child/children

11.2 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.

11.3 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.

## **12. Termination of Paternity Leave**

12.1 Paternity 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 or to provide support to the adopting parent or mother of the child.

12.2 Before terminating the leave the employer is obliged to:

- a) notify the teacher in writing that the matter is under consideration, and invite the teacher to make representations within 7 days.
- b) consider any representations from the teacher before making a final decision.
- c) notify the teacher in writing of the decision summarising the grounds for termination.

12.3 The final decision notification should inform the teacher of his/her obligation to return to work not later than the date specified on the Application Form but no earlier than 7 days after receipt of the notice.

## Appendix A - Application Form for Paternity Leave

**The Application Form should be fully completed and submitted to the employer within 7 days of commencement of the Paternity Leave.**

If the teacher pays Class A PRSI contributions, a completed [PB1 Form](#) should be submitted to the DEASP. This form is available from DEASP offices or online at [www.welfare.ie](http://www.welfare.ie). Online applications for Paternity Benefit may also be made at <https://services.mywelfare.ie/>

### PART 1A – TEACHER APPLICATION

Teacher's Name: \_\_\_\_\_ Contact No.: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

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

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

### PART 1B – DETAILS OF THE CHILD

Date of birth of the child: \_\_\_\_\_

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

Proposed commencement date of Paternity Leave: \_\_\_\_\_

### Declaration

I wish to apply for Paternity Leave in accordance with the Paternity Leave Scheme as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'.

I confirm that the information provided in the application is true and accurate.

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

**Data Protection Privacy Statement**

The main purpose for which the Department requires you to provide this personal data to your employer is to enable your Paternity Leave application to be processed. Your employer will retain your application form and accompanying documents in accordance with their Data Protection policy. Further information in relation to this policy is available on request from your employer.

The Privacy Notice outlining further information in relation to this application form can be found at: <https://www.education.ie/en/The-Department/Data-Protection/gdpr/gdpr.html> Full details of the Department's Data Protection policy setting out how we will use your personal data as well as information regarding your rights as a data subject are available at <https://www.education.ie/en/The-Department/Data-Protection/>. Details of this policy are also available in hard copy from Teacher/SNA Terms & Conditions, Department of Education & Skills, Cornamaddy, Athlone, Co. Westmeath, N37 X659, upon request.

**PART 2 – EMPLOYER DECISION**

I certify that I have approved/refused (delete as appropriate) Paternity Leave in accordance with the Paternity Leave Scheme as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'. The following documents will be retained for audit purposes:

- |    |  |                          |
|----|--|--------------------------|
| 1) | Written notification of intention to take Paternity Leave  | <input type="checkbox"/> |
| 2) | Application for Paternity Leave  | <input type="checkbox"/> |
| 3) | Copy of medical certificate confirming expected date of birth <u>or</u><br>Certificate confirming date of birth/date of placement of the child | <input type="checkbox"/> |

Approved Paternity Leave has been recorded on the OLCS/relevant ETB system

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer)

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



## CHAPTER 5 – PARENTAL LEAVE SCHEME

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

### 1. Parental Leave Scheme

- 1.1 The Parental Leave Scheme is regulated by the Parental Leave Act 1998, as amended.
- 1.2 The purpose of Parental Leave is to allow a teacher a period of unpaid leave to care for his/her child.

### 2. Entitlement to Parental Leave

- 2.1 A teacher is entitled up to a maximum of:
  - a) 22 weeks Parental Leave (effective from 1<sup>st</sup> September 2019)
  - b) 26 weeks Parental Leave (effective from 1<sup>st</sup> September 2020)

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.
- 2.2 Prior to 1<sup>st</sup> September, 2019, a teacher had an entitlement of up to a maximum of 18 weeks Parental Leave per child. From 1<sup>st</sup> September, 2019, where a teacher has already availed of his/her maximum 18 week entitlement he/she may apply to his/her employer for an additional 4 weeks provided the eligibility criteria are met.
- 2.3 From 1<sup>st</sup> September 2020, where a teacher has already availed of his/her maximum 22 week entitlement, he/she may apply to his/her employer for an additional 4 weeks provided the eligibility criteria are met.
- 2.4 Entitlement to Parental Leave shall end:
  - a) when the relevant child reaches his/her 13<sup>th</sup> birthday, or
  - b) two years from the date of the adoption order in the case of an adopted child aged between 11 and 13 years, or
  - c) when a child with a disability and/or long term illness reaches his/her 16<sup>th</sup> birthday.
- 2.5 *In accordance with the Parental Leave Acts:*
  - a) *“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.”*

b) *“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.”*

2.6 Parental Leave is available to each of the following:

- a) the natural parent
- b) the adoptive parent
- c) the adopting parent
- d) a teacher acting *in loco parentis* to a child

2.7 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 accordance with the Parental Leave Acts:

*“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”.*

2.8 Parental Leave for more than one child in a rolling period of 12 months may not exceed 22 weeks (26 weeks from 1<sup>st</sup> September 2020) 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 22 weeks (26 weeks from 1<sup>st</sup> September 2020) in any 12 month period.

### **3. Eligibility**

3.1 A teacher is 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 or where a school is amalgamated provided that he/she has completed one year’s continuous employment in his/her former school prior to redeployment/amalgamation.

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 3 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.

#### **4. Pattern of Parental Leave**

- 4.1 A teacher may avail of Parental Leave in blocks of at least one week up to a maximum of 22 weeks (26 weeks from 1<sup>st</sup> September 2020). 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 refusal and suspension/postponement of Parental Leave as outlined in paragraphs 8, 12 and 13 below.

#### **5. Special Pattern of Parental Leave 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. Application Procedures**

- 6.1 Application for Parental Leave should be made by the teacher to his/her employer at least 6 weeks prior to the planned commencement date using the Application Form at [Appendix A](#).
- 6.2 The employer in granting Parental Leave should, 4 weeks prior to the planned commencement date, prepare with the teacher the confirmation document at [Appendix B](#). 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.

#### **7. Notification and Recording of Leave**

- 7.1 The Parental Leave absence must be notified by the employer to the Department/ETB via the OLCS/relevant ETB system, not later than 4 weeks prior to the commencement of the leave.

#### **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 Where the employer proposes to refuse an application for Parental Leave, they must:
- a) 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
  - b) consider any representations from the teacher before making a final decision on whether or not to refuse the leave
  - c) notify the teacher in writing of its decision to refuse the leave summarising the grounds for the refusal.

## **9. Status during Parental Leave**

- 9.1 A teacher on Parental Leave is deemed for all purposes to be in employment at that time with the exception of remuneration and superannuation. Parental Leave is fully reckonable for seniority and progression on the incremental salary scale.

## **10. Replacement Teacher**

- 10.1 The employer may appoint a substitute teacher, paid by the Paymaster while a teacher is absent on Parental Leave and this must be recorded by the employer via the OLCS/relevant ETB system.
- 10.2 Contracts awarded to cover Parental Leave absences should make clear reference to the fact that the replacement teacher's appointment may have to be terminated, in the event of the absent teacher returning to duties earlier than initially expected e.g. where Parental Leave is suspended due to illness.

## **11. Employment while on Parental Leave**

- 11.1 A teacher absent on Parental Leave may not engage in any type of teaching or other paid employment.

## **12. Suspension/Postponement of Parental Leave by the Teacher**

- 12.1 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 relevant child, he/she must notify the employer in writing:
- a) 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

- b) 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.
- 12.2 The teacher must provide appropriate medical certification to the employer which confirms the teacher's incapacity to care for the child as a result of illness.
- 12.3 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.
- 12.4 If during the 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.

### **13. Postponement of Parental Leave by the Employer**

- 13.1 Ordinarily, Parental Leave may only be postponed once in circumstances where granting the leave at that time would have a substantial adverse effect on the operation of the school e.g. where an employer has difficulty in obtaining a replacement teacher for the duration of the absence.

In such circumstances the employer must:

- a) consult with the teacher prior to any decision to postpone the leave
  - b) notify the teacher in writing not later than 4 weeks before the intended date of the commencement of the leave
  - c) ensure that the leave is postponed for no longer than 6 months from the *original date* on which the Parental Leave was due to commence
  - d) agree a new date for the postponed leave to be taken at a time when the teacher would otherwise have been working
  - e) ensure that any further or subsequent postponement can only be permitted on the grounds where it affects seasonal variation
  - f) ensure that a new confirmation document (see [Appendix B](#)) agreeing to the new revised dates is signed by both parties with the understanding that this can be further amended provided there is agreement between both parties.
- 13.2 If, 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 date agreed by both parties.

#### **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 concerned.
- 14.2 Before terminating the leave the employer is obliged to:
- a) notify the teacher in writing that the matter is under consideration, and invite the teacher to make representations within 7 days
  - b) consider any representations from the teacher before making a final decision
  - c) notify the teacher in writing of the decision summarising the grounds for termination.
- 14.3 The final decision notification should inform the teacher of his/her obligation to return to work not later than the date specified on the Confirmation Document but no earlier than 7 days after receipt of the notice.

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

- 15.1 A teacher returning to work from Parental Leave may request a change in work hours/pattern for a defined period of time under the Job Sharing Scheme, the terms of which are set out at Chapter 8 of this Circular.
- 15.2 Such a request must be made in writing to the employer not later than 6 weeks before the proposed commencement of the change in work pattern specifying the nature of the changes requested, the date of commencement and duration of the change in work pattern.
- 15.3 The employer shall consider that request having regard to the teachers' terms and conditions in relation to leave and remuneration as well as the needs of both the school and the teacher.
- 15.4 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 4 weeks after receiving the application.
- 15.5 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 Job Sharing Scheme is subject to annual application). 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, withdraw the requested change to work hours/pattern outlining the reasons for withdrawal.

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

16.1 Subject to the normal age threshold limitations under the Parental Leave Acts 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:

- a) shall retain his/her statutory right to any unused remainder of Parental Leave which has been carried over to the new employment, and
- b) irrespective of previous arrangements, shall avail of his/her Parental Leave in accordance with the terms of this Chapter.

## **17. Transfer of Parental Leave**

17.1 Subject to the approval of the employer, it is possible to transfer 14 weeks out of the 22 or 26 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 8 or 12 weeks, out of his/her 22 or 26 week entitlement, for his/her own personal use. Under that Directive, these 8 or 12 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 employed by the same employer, one parent may avail of 36 weeks and the other 8 weeks. From 1<sup>st</sup> September 2020, where both parents are employed by the same school, one parent may avail of 40 weeks and the other 12 weeks.

## **18. PRSI Arrangements**

18.1 A teacher who avails of Parental Leave may be entitled to receive PRSI credits. Information about Credited Contributions can be found on the DEASP website. Therefore, all queries in relation to Social Welfare arrangements and appropriate credits of social insurance (PRSI) records for teachers who take Parental Leave should be directed to the DEASP.

## **19. Voluntary Deductions**

19.1 Voluntary deductions from salary cease when a teacher commences Parental Leave.

19.2 It is the sole responsibility of a teacher availing of Parental Leave to ensure that voluntary deductions at source such as medical insurance policies, income continuance insurance, union subscriptions, credit union and local property tax payments do not lapse.

- 19.3 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 [www.education.ie](http://www.education.ie) under Education Staff – Information – Payroll & Financial – Voluntary Deductions. ETB teachers should contact their employer in this regard.



## Appendix A - Application Form for Parental Leave

The Application Form should be fully completed and submitted to the employer at least 6 weeks prior to the planned commencement date.

### Part 1A - TEACHER APPLICATION

Teacher's Name: \_\_\_\_\_ Contact No: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

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

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

### PART 1B – DETAILS OF THE CHILD/CHILDREN

Application for Parental Leave in respect of:

<b>Name of Child:</b>	<b>Date of birth:</b>
No. of weeks taken to date:	

Please complete the following if Parental Leave is applied for in respect of another child/children:-

<b>Name of Child:</b>	<b>Date of birth:</b>
No. of weeks taken to date:	

<b>Name of Child:</b>	<b>Date of birth:</b>
No. of weeks taken to date:	

Documentation accompanying this application (tick as appropriate):

- Birth Certificate of the relevant child/children
- Evidence of the date of adoption/Adoption Order for the relevant child/children
- Evidence that you are acting in loco parentis

**PART 1C – PARENTAL LEAVE DETAILS**

Proposed pattern of Parental Leave:

One continuous block of:

- 22 weeks

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

- 26 weeks (from 1<sup>st</sup> September 2020)

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

Separate periods of weeks as follows (enter inclusive dates):

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

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

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

Transfer of Parental Leave

Specify number of weeks where transferring from other parent

\_\_\_\_\_

**Declaration**

I wish to apply for Parental Leave in accordance with the Parental Leave Scheme as set out in the *Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*.

I confirm that the information provided in the application is true and accurate.

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

## Appendix B - Confirmation Document for Parental Leave

### PART 2: TO BE COMPLETED BY EMPLOYER AND TEACHER

I confirm that Parental Leave has been granted to:

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

*In respect of:*

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

Parental Leave has been granted in accordance with the Parental Leave Scheme as set out in Circular 0054/2019 titled 'Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools' as follows:

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

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. A copy of the Confirmation Document should be retained by the teacher.

#### **Data Protection Privacy Statement**

The main purpose for which the Department requires you to provide this personal data to your employer is to enable your Parental Leave application to be processed. Your employer will retain your application form and accompanying documents in accordance with their Data Protection policy. Further information in relation to this policy is available on request from your employer.

The Privacy Notice outlining further information in relation to this application form can be found at: <https://www.education.ie/en/The-Department/Data-Protection/gdpr/gdpr.htm>! Full details of the Department's Data Protection policy setting out how we will use your personal data as well as information regarding your rights as a data subject are available at <https://www.education.ie/en/The-Department/Data-Protection/>. Details of this policy are also available in hard copy from Teacher/SNA Terms & Conditions, Department of Education & Skills, Cornamaddy, Athlone, Co. Westmeath, N37 X659, upon request.

## PART 3– EMPLOYER DECISION

I certify that I have approved/refused (delete as appropriate) the Parental Leave application in accordance with the Parental Leave Scheme as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'. The following documents will be retained for audit purposes:

- |   |                          |
|---|--------------------------|
| 1) Application for Parental Leave   | <input type="checkbox"/> |
| 2) Copy of Birth Certificate/Evidence of the date of adoption/<br>Adoption Order for the relevant child | <input type="checkbox"/> |
| 3) Evidence of acting in loco parentis (if applicable)  | <input type="checkbox"/> |
| 4) Copy of Confirmation Document issued to teacher  | <input type="checkbox"/> |
| 5) Copy of Decision Notice issued to teacher  | <input type="checkbox"/> |

Approved Parental Leave has been recorded on the OLCS/relevant ETB system

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer)

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

## CHAPTER 6 – CARER’S LEAVE SCHEME

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

### 1. Carer’s Leave Scheme

- 1.1 The Carer’s Leave Scheme is regulated by the Carer’s Leave Act 2001, as amended.
- 1.2 The purpose of Carer’s Leave is to allow a teacher a period of unpaid leave in order that he/she may provide full-time care and attention to a relevant person i.e. a person deemed to be in need of this level of care by the DEASP.
- 1.3 Carer’s Leave will not be granted to a teacher in relation to a relevant person who is receiving full-time care and attention from another person on Carer’s Leave.

### 2. Entitlement to Carer’s Leave

- 2.1 The maximum period of Carer’s Leave allowable to care for a relevant 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.
- 2.2 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.
- 2.3 The minimum statutory requirement that may be taken in one period is 13 weeks.
- 2.4 A week consists of 7 consecutive days including weekends, school closures and days on which a teacher is not timetabled for attendance within that period.
- 2.5 However, application for lesser periods may be considered on merit and approved where possible.

### 3. Eligibility

- 3.1 A teacher may apply for Carer’s Leave where he/she has satisfactorily completed one year’s continuous service with the current employer. This requirement is waived where a teacher is compulsorily redeployed into a school or where a school is amalgamated provided that he/she has worked at least one full year in his/her former school prior to redeployment/amalgamation.

#### **4. Application Procedures**

- 4.1 The teacher must make an application on the DEASP CARB1 Form and, on approval, make an application to the employer.
- 4.2 Application should be made by the teacher to his/her employer at least 6 weeks prior to the planned commencement date using the Application Form at Appendix A. A copy of the DEASP sanction (where available) must be included with the Application Form.
- 4.3 In emergency situations, an employer may process an application and grant Carer's Leave pending DEASP approval. In granting Carer's Leave, the employer should establish that an application has been submitted to DEASP. The DEASP approval form must be submitted immediately by the teacher to the school on receipt from DEASP.
- 4.4 The employer in conjunction with the teacher, should complete a Confirmation Document at least 4 weeks prior to the planned commencement date using the Form at Appendix B.

#### **5. Notification and Recording of Leave**

- 5.1 The Carer's Leave absence must be notified by the employer to the Department/ETB via the OLCS/relevant ETB system, not later than 4 weeks prior to the commencement of the leave.
- 5.2 As Carer's Leave is unpaid, undue delay in recording of the leave may result in overpayment of salary to the teacher.
- 5.3 The start and end dates of the leave which are recorded via the OLCS/relevant ETB system must correspond with the dates sanctioned by the DEASP.

#### **6. Status during Carer's Leave**

- 6.1 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. Carer's Leave is fully reckonable for seniority and progression on the incremental salary scale.

#### **7. Replacement Teacher**

- 7.1 The employer may appoint a substitute teacher, paid by the Paymaster while a teacher is absent on Carer's Leave and this must be recorded by the employer via the OLCS/relevant ETB system.
- 7.2 Contracts awarded to cover Carer's Leave absences should make clear reference to the fact that the replacement teacher's appointment may have to be terminated, in the event of the absent teacher returning to duties earlier than initially expected.

## **8. Working, Education/Training on Carer's Leave**

- 8.1 A teacher absent on Carer's Leave may engage in substitute teaching, other work outside teaching, undertake training or an education course provided:
- a) permission is obtained by the teacher from DEASP before he/she commences employment (including substitute teaching), undertakes training or an education course. This is to satisfy DEASP 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 ([DEASP Weekly Limit](#)) set by the DEASP.
- 8.2 It is the sole responsibility of the teacher to ensure that the limits set out at 8.1 b) and c) are not breached.
- 8.3 Any substitute hours completed by the teacher whilst on Carer's Leave must be keyed in on the OLCS/relevant ETB system by the school where the substitute work is being carried out.
- 8.4 A teacher may not substitute in their own teaching post but may substitute in their own school.

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

- 9.1 A teacher is not permitted to be on Carer's Leave in respect of more than one person at any one time.
- 9.2 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 DEASP 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 relevant person).
- 9.3 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.

## **10. Fitness to commence Carer's Leave**

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

## **11. Voluntary Deductions**

- 11.1 Voluntary deductions from salary cease when a teacher commences Carer's Leave.
- 11.2 It is the sole responsibility of a teacher availing of Carer's Leave to ensure that voluntary deductions at source such as medical insurance policies, income continuance insurance, union subscriptions, credit union and local property tax payments do not lapse.
- 11.3 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 [www.education.ie](http://www.education.ie) under Education Staff – Information – Payroll & Financial – Voluntary Deductions. ETB teachers should contact their employer in this regard.

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

- 12.1 The period of Carer's Leave shall terminate on the date specified on the Confirmation Document at the time of application, except where the relevant person:
- ceases to require full-time care and attention during the period of Carer's Leave, or
  - dies during a period of Carer's Leave.
- 12.2 If the relevant person dies during the period of Carer's Leave, 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.
- 12.3 The employer shall notify the DEASP if they are of the opinion that:
- a) the person in respect of whom the teacher is applying for Carer's Leave is not or is no longer a relevant person
  - b) 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) the teacher who is applying for or is currently on Carer's Leave does not satisfy the conditions for providing full-time care and attention to the relevant person
- d) a teacher who is applying for or is currently 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 DEASP.

12.4 Where the DEASP agrees with the employer's opinion at paragraph 12.3 above, the period of Carer's Leave, if commenced, shall terminate with immediate effect and the teacher shall return to work. Appeals in relation to this requirement should be made to an appeals officer of the DEASP.

12.5 Carer's Leave is to terminate on foot of the instruction of a deciding officer/appeals officer of the DEASP:

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



## Appendix A - Application Form for Carer's Leave

The Application Form should be fully completed and submitted to the employer at least 6 weeks prior to the planned commencement date.

### PART 1A- TEACHER APPLICATION

Teacher's Name: \_\_\_\_\_ Contact No: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

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

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

### PART 1B – DETAILS OF PROPOSED CARER'S LEAVE

Application for Carer's Leave in respect of:

Name of relevant person: \_\_\_\_\_

Proposed pattern of Carer's Leave:

- One continuous block
- Separate periods of weeks as follows (minimum of 6 weeks intervening between the periods):

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

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

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

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

### Declaration

I wish to apply for Carer's Leave in accordance with the Carer's Leave Scheme as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'.

I confirm that the information provided in the application is true and accurate.

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

## Appendix B - Confirmation Document for Carer's Leave

### PART 2: TO BE COMPLETED BY EMPLOYER AND TEACHER

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

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

*In respect of:*

Name of relevant person: \_\_\_\_\_

Carer's Leave has been granted in accordance with the Carer's Leave Scheme as set out in Circular 0054/2019 titled 'Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools'.

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

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. A copy of the Confirmation Document should be retained by the teacher.

#### Data Protection Privacy Statement

The main purpose for which the Department requires you to provide this personal data to your employer is to enable your Carer's Leave application to be processed. Your employer will retain your application form and accompanying documents in accordance with their Data Protection policy. Further information in relation to this policy is available on request from your employer.

The Privacy Notice outlining further information in relation to this application form can be found at: <https://www.education.ie/en/The-Department/Data-Protection/gdpr/gdpr.html> Full details of the Department's Data Protection policy setting out how we will use your personal data as well as information regarding your rights as a data subject are available at <https://www.education.ie/en/The-Department/Data-Protection/>. Details of this policy are also available in hard copy from Teacher/SNA Terms & Conditions, Department of Education & Skills, Cornamaddy, Athlone, Co. Westmeath, N37 X659, upon request.

**PART 3 – EMPLOYER DECISION**

I certify that I have approved/refused (delete as appropriate) the Carer's Leave application in accordance with the Carer's Leave Scheme as set out in Circular 0054/2019 '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'. The following documents will be retained for audit purposes:

- |  |                          |
|--|--------------------------|
| 1) Application for Carer's Leave   | <input type="checkbox"/> |
| 2) Copy of Confirmation statement from the DEASP                         | <input type="checkbox"/> |
| 3) Copy of Confirmation Document issued to teacher                       | <input type="checkbox"/> |
| 4) Copy of Decision Notice issued to teacher                             | <input type="checkbox"/> |
| Approved Carer's Leave has been recorded on the OLCS/relevant ETB system | <input type="checkbox"/> |

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer)

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

## CHAPTER 7 – CAREER BREAK SCHEME

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

### 1. Career Break Scheme

1.1 A Career Break is a period of special leave without pay. The main objective of the Career Break Scheme is to facilitate applicants where possible, in relation to areas such as:

- a) Personal Development
- b) Voluntary Service Overseas
- c) Accompany spouse/partner on Diplomatic/Military Posting
- d) Educational purposes
- e) Public Representation
- f) Family Reasons
- g) Self-employment

### 2. Eligibility

2.1 A teacher is eligible to apply for a Career Break where he/she 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. This requirement is waived where a teacher is compulsorily redeployed into a school or where a school is amalgamated provided that he/she has worked at least one full year in his/her former school prior to redeployment/amalgamation.

### 3. Duration of Career Break

3.1 A Career Break is for 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, subject to an overall maximum of 10 years absence in the course of the teacher's career.

3.2 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.

3.3 A Career Break must commence at the start of a school year. A return to duty in the school/ETB which granted the Career Break or to the school/ETB

where the teacher has been redeployed is not permitted other than at the beginning of a succeeding school year.

- 3.4 In exceptional circumstances, an employer may approve a Career Break to commence during the course of a school year and terminate not earlier than the end of that school year. This is deemed to be a 1 year Career Break.
- 3.5 The duration of a Career Break may not extend beyond:
- a) the date of termination of a fixed term contract
  - b) the date of compulsory retirement
  - c) the limits set out at paragraph 3.1
  - d) the end of the relevant school year (in cases where an application for extension has not been submitted/approved)

#### **4. Application Procedures**

- 4.1 A teacher seeking a Career Break must submit the completed Application Form at Appendix A to the employer not later than 1<sup>st</sup> February of each school year.
- 4.2 A late application may be considered by the employer in exceptional circumstances.
- 4.3 A teacher who wishes to extend his/her Career Break must apply for this extension on an annual basis within the deadline set out at 4.1.
- 4.4 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/ETB policy on teacher absences. The decision of the employer is final.
- 4.5 The employer's decision on the Career Break application must include a written notice of approval or refusal to the teacher no later than 1<sup>st</sup> March. Where an application is refused the employer must include the grounds for refusal.
- 4.6 Taking account of the extent of arrangements to be put in place by the employer to accommodate the Career Break, the applicant is not permitted to withdraw his/her application after 14<sup>th</sup> April. In exceptional circumstances the employer may consider a later withdrawal of a Career Break application.

## **5. Notification and Recording of Leave**

- 5.1 The Career Break absence must be notified by the employer to the Department/ETB 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/relevant ETB system.

## **6. Status during Career Break**

- 6.1 A teacher on Career Break is deemed for all purposes to be in employment with the exception of remuneration, superannuation or the service requirement for promotion. A Career Break absence will not affect a teacher's seniority.

## **7. Replacement Teacher**

- 7.1 The position of a replacement teacher must be filled in accordance with current rules for teacher recruitment. He/she shall be offered a fixed term contract. Such a contract must include a condition that the contract will terminate if the teacher on Career Break resigns or retires.

## **8. Employment while on Career Break**

- 8.1 A teacher absent on Career Break may not be employed in an approved teaching or special needs assistant post funded by monies provided by the Oireachtas. In exceptional circumstances, an employer may appoint a qualified teacher on Career Break for substitute teaching purposes subject to the following limits:

- in Primary – for a maximum of 90 days in a school year
- in Post Primary – for a maximum of 300 hours in a school year

- 8.2 A teacher who is on Career Break and is employed in a substitute capacity as a teacher in a primary school, shall be regarded as working on a casual basis until he/she has worked for a period in excess of 40 days in a recognised school. Substitute days worked as a teacher in excess of 40 days will be paid at the teacher's personal rate.

- 8.3 A teacher who is on Career Break and is employed in a substitute capacity as a teacher in a post-primary school shall be regarded as working on a casual basis until he/she has worked for a period in excess of 150 hours in a recognised school/Further Education centre. Substitute hours worked as a teacher in excess of 150 hours will be paid at the teacher's personal rate.

- 8.4 Such substitute teaching will count towards progression on the incremental salary scale and superannuation.



## **9. Return to Work following Career Break**

- 9.1 A teacher must notify the employer by 1<sup>st</sup> February of his/her intention to return to work from a Career Break at the beginning of the next school year.
- 9.2 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 return to work.
- 9.3 A teacher returning from a Career Break following an absence greater than 2 school years must undergo a medical assessment and be certified medically fit by the OHS prior to returning to work. The procedures to be followed are available in the Employers Procedures Manual (Chapter 2) which is located at Appendix A of the Sick Leave Scheme.
- 9.4 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.

## **10. Resignation while on Career Break**

- 10.1 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 paragraph 3 of the Career Break Scheme should the teacher re-enter teaching service at a later date.
- 10.2 In the event that a teacher fails to resume duty at the end of an approved period of Career Break, the employer shall immediately notify the Paymaster so that salary will not be restored. The employer shall also take timely action to establish the position and take appropriate action.

## **11. PRSI Arrangements**

- 11.1 A 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.
- 11.2 Teachers seeking to maintain their Social Welfare entitlements during a Career Break should, therefore, contact the DEASP for advice prior to commencement of a Career Break.

## **12. Pension**

- 12.1 A period of unpaid leave of absence does not reckon for pension purposes. However, depending on the rules of the relevant pension scheme contributions at full actuarial cost for the duration of the approved initial absence may be paid. These payments may be made either by quarterly instalments during the initial 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. It is recommended that confirmation of individual pension position is obtained by the teacher prior to the commencement of unpaid leave from the Pensions Section of the Department/ETB.
- 12.2 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 Comhlamh, it may be possible for that agency to pay the full actuarial cost to the public service pension provider for a maximum period of 2 years, subject to conditions in place from time to time. Further information is available from the Comhlamh.

## **13. Voluntary Deductions**

- 13.1 Voluntary deductions from salary cease when a teacher commences 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 via the deduction agency. The Paymaster will not make any deduction in respect of any accumulated unpaid amounts for the period of the Career Break.
- 13.2 It is the sole responsibility of a teacher availing of a Career Break to ensure that voluntary deductions at source such as medical insurance policies, income continuance insurance, union subscriptions, credit union and local property tax payments do not lapse.
- 13.3 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 under [Education Staff – Services - Payroll / Financial - Voluntary Deductions - Conditions of operation of a Deduction At Source \(DAS\) facility for Voluntary Deductions.](#) ETB teachers should contact their employer in this regard.
- 13.4 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.

## Appendix A - Application Form for Career Break

The Application Form should be fully completed annually and submitted to the employer prior to commencing or seeking an extension to a Career Break and not later than 1<sup>st</sup> February.

### PART 1A– TEACHER APPLICATION

Teacher's Name: \_\_\_\_\_ Contact No: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

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

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

Have you previously taken a Career Break? Yes  No

If "YES" please provide dates of previous Career Break(s): \_\_\_\_\_

### PART 1B - DETAILS OF PROPOSED CAREER BREAK

Proposed start date of Career Break: \_\_\_\_\_

Objective of Career Break (*please tick relevant box*):

- Personal Development
- Voluntary Service Overseas
- Accompany spouse/partner on Diplomatic/Military Posting
- Educational purposes
- Public Representation
- Family Reasons
- Self-employment
- Other

Additional Information to support Career Break application:

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**Declaration**

I wish to apply for a Career Break in accordance with the Career Break Scheme as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'.

I confirm that the information provided in the application is true and accurate.

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

**Data Protection Privacy Statement**

The main purpose for which the Department requires you to provide this personal data to your employer is to enable your Career Break application to be processed. Your employer will retain your application form and accompanying documents in accordance with their Data Protection policy. Further information in relation to this policy is available on request from your employer.

The Privacy Notice outlining further information in relation to this application form can be found at: <https://www.education.ie/en/The-Department/Data-Protection/gdpr/gdpr.html> Full details of the Department's Data Protection policy setting out how we will use your personal data as well as information regarding your rights as a data subject are available at <https://www.education.ie/en/The-Department/Data-Protection/>. Details of this policy are also available in hard copy from Teacher/SNA Terms & Conditions, Department of Education & Skills, Cornamaddy, Athlone, Co. Westmeath, N37 X659, upon request.

**PART 2 – EMPLOYER DECISION**

I certify that I have approved/refused (delete as appropriate) the Career Break application in accordance with the Career Break Scheme as set out in Circular 54/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'. The following documents will be retained for audit purposes:

1) Application for Career Break

2) Copy of Decision Notice issued to teacher

Approved Career Break has been recorded on the OLCS/relevant ETB system

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer)

***Application Form should NOT be submitted to the Department of Education and Skills. It should be retained in the school/ETB with any other relevant documentation for record and audit purposes with the relevant personnel records.***

In response to issues raised in relation to teacher supply, for the 2021/22 school year, the restriction of engaging in substitute teaching imposed in the Job Sharing Scheme as contained in Chapter 8 (Paragraph 11.1(a)) of Circular 54/2019 is suspended. A Job Sharing teacher may now be employed to work in a substitute capacity, during the period he/she is rostered off duty.' For further details, please refer to Information Note TC 0016/2021.

## CHAPTER 8 – JOB SHARING SCHEME

(Should be read in conjunction with the [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 commitments and personal responsibilities/choices.
- 1.2 For the purposes of this Chapter;
  - a) A Job Sharing teacher means a teacher who:-
    - i) is sharing a wholetime post on a 50:50 basis or
    - ii) has applied to reduce their hours to 50% of a wholetime post.
  - b) A wholetime teacher means a teacher who is contracted for:-
    - i) 28 hours 20 minutes per week in a Primary School or
    - ii) 22 hours teaching per week in a Post Primary School.

### 2. Eligibility

- 2.1 A teacher may apply for a Job Sharing arrangement where he/she:-
  - a) 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. This requirement is waived where a teacher is compulsorily redeployed into a school or where a school is amalgamated provided that he/she has worked at least one full year in his/her former school prior to redeployment/ amalgamation.
  - b) holds a post for the following school year which is equivalent to or over 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:

- i. Primary: Principal, Home School Liaison Co-ordinator, teacher on secondment
  - ii. Post Primary: Principal, Deputy Principal, Home School Liaison Co-ordinator, teacher on secondment
- 2.2 A teacher on a Career Break or other approved leave of absence may apply to resume teaching duties on a Job Sharing basis.

### 3. Duration of Job Sharing Arrangement

- 3.1 The minimum period for a Job Sharing arrangement 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 to terminate no earlier than the end of the same school year i.e. 31<sup>st</sup> August.

#### **4. Job Sharing Options**

- 4.1 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.
- 4.2 There are 2 options for a Job Sharing arrangement:

**Option 1: Share a wholetime post on a 50:50 basis:**

- Share a wholetime post on a 50:50 basis with an existing wholetime teacher:-
  - (a) in the same school or
  - (b) in another school under an inter-school Job Sharing arrangement (Primary schools only).

**Option 2: Reduction of wholetime teaching hours to 50%**

- Reduction of wholetime teaching hours to 50% with a teacher recruited by the employer for the balance of the available hours on a (fixed term) contract which will terminate at the end of the school year.

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

- 5.1 In the case of an inter-school Job Sharing arrangement at Primary level, the hosting employer (the school to which the teacher is temporarily assigned for the purposes and duration of the Job Sharing arrangement) is considered to be the employer for both Job Sharers for the duration of the Job Sharing arrangement.
- 5.2 Schools 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.
- 5.3 It is a matter for the employer to decide the Job-Sharing arrangement(s) which it is prepared to endorse e.g. week on/week off, split week. Post-Primary schools, for example, may require a Job Sharing teacher to be timetabled over 5 days per week. Subject to the employer's 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.

- 5.4 In the case of Primary schools, the employer, having approved a Job Sharing arrangement, should inform parents, at the earliest opportunity by way of a meeting with the Principal/employer and the Job Sharing teachers that their child(ren) will be taught by Job Sharing teachers in the relevant school year. The meeting should not be replaced by any other means of communication.
- 5.5 In exceptional circumstances, the employer may permit a Job Sharing teacher to withdraw from the Job Sharing Scheme and return to his/her original teaching post earlier than expected if he/she can be accommodated within the approved staffing allocation, subject to contractual arrangements. However, such an application may not be considered beyond 1<sup>st</sup> November.

## **6. Application Procedures**

- 6.1 A teacher seeking to Job Share must submit, on an annual basis, the completed Application Form at [Appendix A](#), to his/her employer not later than 1<sup>st</sup> February prior to the school year in which he/she proposes to commence or (in the case of a teacher wishing to extend an existing arrangement) continue Job Sharing.
- 6.2 Each Job Sharing application must be considered on its own merits by the employer within the context of the school's policy on teacher absences.
- 6.3 The employer must issue a decision in writing to approve or refuse the application (including the basis for refusal, where applicable), to the teacher no later than 1<sup>st</sup> March. The decision of the employer is final.
- 6.4 Taking account of the extent of arrangements to be put in place by the employer to cater for a Job Sharing post, the teacher 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.

## **7. Notification and Recording of Leave**

- 7.1 The employer must list the names of all teachers availing of Job Sharing arrangements on the annual Change of Staff form/relevant ETB system.

## **8. Pay Arrangements**

- 8.1 A Job Sharing teacher 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). Please refer to relevant Department publications for more information regarding retention of specific job role allowances.

## **9. Status while Job Sharing**

- 9.1 Each year of Job Sharing service given, will reckon as one year of service for promotion and incremental purposes.
- 9.2 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.
- 9.3 A Job Sharing teacher must be available for relevant staff and parent meetings in accordance with school policy and agreements.
- 9.4 The obligation to provide additional hours under the existing Public Service Agreements is pro-rata for teachers who are Job Sharing.

## **10. Replacement Teacher**

- 10.1 The position of a replacement teacher must be filled in accordance with current rules for teacher recruitment. He/she shall be offered a fixed term contract.
- 10.2 Such a contract must include a condition that the contract will terminate if the Job Sharing teacher resigns, retires or returns to full-time employment (provided this return to full-time hours takes place prior to 1<sup>st</sup> November and can be accommodated as outlined at paragraph 5.5).
- 10.3 The replacement teacher may apply for any available hours including substitution in any school up to the maximum of a wholetime post.

## **11. Employment while Job Sharing**

- 11.1 A Job Sharing teacher 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
  - c) engage in paid employment without the consent of the employer. The employer will not approve outside employment where a conflict with the teacher's current role exists.

## **12. Leadership and Management Posts**

- 12.1 The entitlement to fill a Leadership and Management Post and/or appointment to and payment in respect of Acting Leadership and Management Posts will be in accordance with relevant Department publications and/or other regulations.



12.2 The employer should keep the operation of Leadership and Management posts held by Job Sharing teachers under review to ensure responsibilities are adequately discharged.

12.3 *Primary*

- a) Where a Primary school Deputy Principal is approved for Job Sharing he/she must relinquish his/her Leadership and Management post and the appropriate allowance for the duration of the Job Sharing arrangement.
- b) An Assistant Principal I or Assistant Principal II may retain his/her Leadership and Management post allowance while Job Sharing provided the employer decides that the roles and responsibilities 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 roles and responsibilities of the Assistant Principal I or Assistant Principal II post, an acting Assistant Principal I or Assistant Principal II 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 full-time roles and responsibilities.
- d) The acting post holder will not establish personal entitlement to the allowance and will therefore relinquish same when the Job Sharer resumes full-time roles and responsibilities.
- e) A teacher who holds a Leadership and Management post allowance (including holders on a personal basis), on an inter-school Job Sharing Scheme must relinquish his/her Leadership and Management post for the duration of the inter-school Job Sharing arrangement. The Leadership and Management post vacated by a teacher is subject to the terms as outlined in Department Circulars.
- f) A teacher on an inter-school Job Sharing Scheme may apply for Leadership and Management posts arising in his/her base school but is not eligible to apply for post(s) in the host school. If successful in obtaining a Leadership and Management post in their former school, an acting Leadership and Management post is appointed subject to the post still being warranted and subject to the terms as directed from time to time by Department Circulars.

- g) If a teacher who holds a Leadership and Management post allowance 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 if required, subject to the need for the post being warranted.
- h) Where an acting Leadership and Management post is warranted, the filling of such a post will be subject to the terms as directed from time to time by Department Circulars.

#### 12.4 *Post Primary*

- a) An Assistant Principal I or Assistant Principal II may retain his/her Leadership and Management post 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 I or II post, he/she shall forfeit the allowance for the duration of the arrangement. The allowance shall be restored on resumption of full-time duties.
- c) The acting post holder will not establish personal entitlement to the allowance and will therefore relinquish same when the Job Sharer resumes full-time duties. Where a post holder has carried out the role for a period in excess of 5 consecutive school years, refer to the relevant Department publications in relation to Recruitment/Promotion and Leadership.

12.5 Where there is a change in the job-sharing arrangement i.e. the teacher is carrying out full duties or has returned to his/her original teaching post, the employer is reminded to notify the Paymaster.

### **13. Maternity Leave/Adoptive Leave**

13.1 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.

13.2 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.

### **14. Resignation while Job Sharing**

14.1 A teacher engaged in a Job Sharing arrangement who wishes to resign from his/her teaching post must notify the employer in writing in accordance with the teacher's terms and conditions of employment.

## **15. PRSI Arrangements**

15.1 Teachers who propose to enter into a Job Sharing arrangement should clarify (by contacting the DEASP if necessary) whether the proposed pattern of Job Sharing will have any implications for their PRSI contributions/credit record.

## **16. Pension**

16.1 In accordance with Department publications and/or other regulations, a Job Sharing teacher is eligible for superannuation benefits on the same basis as full-time staff. However, each year of service given in a Job Sharing capacity will reckon as 6 months full-time service for superannuation purposes.

16.2 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 on the Department's 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.

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

17.1 A Job Sharing teacher who is required to attend courses/school planning days on days he/she is not rostered shall be granted leave in lieu for such days. Leave in lieu will not be granted where the teacher's attendance on such days is part of the additional hours commitment under the current Public Service Agreements.

17.2 Where leave in lieu is granted, confirmation of attendance at the course/school planning day should be submitted in writing to the employer who must notify the Department/ETB via the OLCS/relevant ETB system. Substitution for such days is not paid by the Department/ETB.

## **18. Redeployment**

18.1 Job Sharing teachers will be subject to the same conditions of redeployment as full-time teachers.

## **19. Termination of Job Sharing arrangement**

19.1 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 the pupils.

- 19.2 It is the responsibility of the employer to ensure that the Paymaster is informed in advance of the termination date of the relevant teacher's Job Sharing arrangement and the termination date of the replacement teacher's employment in order to avoid any overpayments of salary.

## Appendix A - Application Form for Job Sharing

The Application Form should be fully completed annually and submitted to the employer **not later than 1<sup>st</sup> February**. A separate Application Form must be completed by each Job Sharing applicant.

### PART 1A – TEACHER APPLICATION

Teacher's Name: \_\_\_\_\_ Contact No: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

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

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

#### Data Protection Privacy Statement

The main purpose for which the Department requires you to provide this personal data to your employer enable your Job sharing application to be processed. Your employer will retain your application form and accompanying documents in accordance with their Data Protection policy. Further information in relation to this policy is available on request from your employer.

The Privacy Notice outlining further information in relation to this application form can be found at: <https://www.education.ie/en/The-Department/Data-Protection/gdpr/gdpr.html> Full details of the Department's Data Protection policy setting out how we will use your personal data as well as information regarding your rights as a data subject are available at <https://www.education.ie/en/The-Department/Data-Protection/>. Details of this policy are also available in hard copy from Teacher/SNA Terms & Conditions, Department of Education & Skills, Cornamaddy, Athlone, Co. Westmeath, N37 X659, upon request.

**PART 1B - DETAILS OF JOB SHARING APPLICATION**

Proposed start date of Job Sharing Arrangement: \_\_\_\_\_

Please indicate in the table below your proposed Job Sharing Options.

Tick relevant box	Job Sharing Options	Details
	<b>Option 1: (a)</b> Share a wholetime post on a 50:50 basis with an existing wholetime teacher in the same school.	Teacher's name: _____
	<b>Option 1: (b)</b> Share a wholetime post on a 50:50 basis with an existing wholetime teacher in another school under an inter-school Job Sharing arrangement (Primary schools only).	Name of other teacher: _____ Name of other school: _____ Roll No of other school: _____
	<b>Option 2:</b> Reduction of wholetime teaching hours to 50% with a teacher recruited by my employer for the balance of available hours.	

**Declaration**

I wish to apply for Job Sharing in accordance with the Job Sharing Scheme as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'.

Where relevant, 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 confirm that the information provided in the application is true and accurate.

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

**PART 2 – EMPLOYER DECISION**

I certify that I have approved/refused (delete as appropriate) the Job Sharing application in accordance with the Job Sharing Scheme as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'. The following documents will be retained for audit purposes:

- 1) Application for Job Sharing
- 2) Copy of Application from Job Sharing partner (where applicable)
- 3) Copy of Decision Notice issued to teacher

Approved Job Sharing has been recorded on the OLCS/relevant ETB system

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer (Host school))

**\* The second signature below is only required in respect of an Inter-school Job Sharing Arrangement (Primary schools only)**

\*Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer of base school)

\*School Name \_\_\_\_\_ Roll No: \_\_\_\_\_

***Application Form should NOT be submitted to the Department of Education and Skills. It should be retained in the school/ETB with any other relevant documentation for record and audit purposes with the relevant personnel records.***

## CHAPTER 9 – TEMPORARY RE-ASSIGNMENT SCHEME FOR PRIMARY TEACHERS

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

### 1. Temporary Re-Assignment Scheme

- 1.1 A temporary re-assignment is an arrangement agreed between two teachers and two participating schools.
- 1.2 The purpose of the Temporary Re-Assignment Scheme is to facilitate an arrangement between two eligible teachers, with the approval of their respective employers, whereby they may apply for temporary re-assignment to a different school for educational purposes.
- 1.3 A teacher may apply for temporary re-assignment to a different school for educational purposes which includes enabling teachers in primary schools to enhance their professional experience by teaching in different types of settings and enrich their personal knowledge which can then be shared with colleagues. For example, a teacher could seek a Temporary Re-Assignment between:
  - an urban school and a rural school or vice versa
  - a large school with a single class per teacher and a smaller school with multi-grade classes
  - a junior school, that is infants to second class and a senior school where they would teach third to sixth class
  - a single gender school and a mixed gender school
  - a mainstream school and a special school
  - a DEIS school and a non-DEIS school
  - a multi-medium school and a Gaelscoil/school in a Gaeltacht area or vice versa

### 2. Eligibility

- 2.1 A teacher may apply for a Temporary Re-Assignment where he/she will have satisfactorily completed, at the end of the school year in which he/she is applying, 12 months of continuous service with the current employer.
- 2.2 Teachers who are on redeployment panels are **not** eligible to participate in this Scheme.

### 3. Duration of Temporary Re-Assignment

- 3.1 The minimum period of Temporary Re-Assignment under this Scheme is one school year and the maximum is three school years. Requests for Temporary Re-Assignment are subject to annual application and approval (see Application Procedures at 4 below).



- 3.2 A teacher may engage in one arrangement over three consecutive school years (subject to annual application), or may wish to participate, at varying intervals, in separate arrangements, subject to the teacher not participating for more than three school years in total during their career.
- 3.3 On conclusion of the Temporary Re-Assignment period, the teachers must return to his/her original school. Where the maximum period has been exhausted (i.e. three school years), no further Temporary Re-Assignment can be entered into.

#### **4. Application Procedures**

- 4.1 It is the responsibility of the teacher to identify a colleague in another school for the purposes of entering into a Temporary Re-Assignment arrangement.
- 4.2 A teacher who wishes to participate in this Scheme must submit, on an annual basis, the completed Application Form at Appendix A to his/her employer as early as possible, but not later than the 1<sup>st</sup> February prior to the commencement of the school year in which the Temporary Re-Assignment is due to commence.
- 4.3 In considering applications for participation in the Scheme, employers must take into account the benefits that would accrue to the school as a result.
- 4.4 The Temporary Re-Assignment arrangement must be agreed between both employers. It shall be open to an employer to interview a teacher who proposes to participate in the Scheme.
- 4.5 The employer must process applications during the month of March. A decision will be conveyed in writing to both teachers by the respective employer before 1<sup>st</sup> April. The decision of the employer will be final.
- 4.6 Employer(s) must submit all approved applications to the Department/ETB before 10th April. Employer(s) will only be notified in writing by the Department if difficulties arise in relation to eligibility of applicants.

#### **5. Status while on Temporary Re-Assignment**

- 5.1 The school in which the teacher is serving for the duration of the Temporary Re-Assignment (the "host school") shall be deemed to be the teacher's employer for the period of the Temporary Re-Assignment and the teacher shall be required to sign a Form of Agreement with this employer. Applications for leave of absence, etc. applicable for the school year following Temporary Re-Assignment must be made to the original employer.
- 5.2 A teacher's seniority in his/her original school shall not be affected by participating in this Scheme. A teacher will not accrue any seniority in the school to which they are temporarily re-assigned.

- 5.3 Participation in the Temporary Re-Assignment Scheme does not confer any right to a permanent/CID position in the school to which a teacher has been temporarily re-assigned.

**6. Leadership and Management Posts**

- 6.1 A teacher applying for Temporary Re-Assignment must relinquish his/her Leadership and Management post for the duration of the Scheme. The Leadership and Management post vacated by a teacher is subject to the terms as outlined in the relevant Department publications.

- 6.2 Teachers on Temporary Re-Assignment may apply for Leadership and Management posts arising in their original school but are not eligible to apply for posts in the host school. If successful in obtaining a post in their base school, an acting Leadership and Management post is appointed subject to the post still being warranted and subject to the relevant Department Publications.

**7. Termination of Temporary Re-Assignment arrangement**

- 7.1 An arrangement, once submitted to the Department/ETB, may not be terminated except by agreement by all the parties to the arrangement. If a teacher resigns/retires after entering into this arrangement, a replacement teacher may be appointed in a temporary capacity by the school to which/in which the resigning/retiring teacher was temporarily re-assigned.

## Appendix A – Application Form for Temporary Re-Assignment

**The Application Form should be fully completed annually and submitted to the employer not later than 1<sup>st</sup> February on an annual basis and prior to commencing or seeking an extension for a Temporary Re-Assignment. (Separate Application Forms must be completed by each employer)**

Year of Application \_\_\_\_\_

### PART 1A - TEACHER APPLICATION

Teacher's Name: \_\_\_\_\_ Contact No.: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

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

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

### PART 1B - DETAILS OF TEMPORARY RE-ASSIGNMENT

Name and Address of school for proposed Temporary Re-Assignment

\_\_\_\_\_

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

Name of Teacher with whom the Temporary Re-Assignment is proposed

\_\_\_\_\_

Educational purpose for the Temporary Re-Assignment

\_\_\_\_\_

### Declaration

I wish to apply for Temporary Re-Assignment in accordance with the Temporary Re-Assignment Scheme as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'.

I confirm that the information provided in the application is true and accurate.

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

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

### Data Protection Privacy Statement

The main purpose for which the Department requires the personal data provided by you is to consider your application for this temporary re-assignment. The personal data provided may be exchanged with the school to which you wish to be temporary re-assigned. Your employer will retain your application form and accompanying documents in accordance with their Data Protection policy. Further information in relation to this policy is available on request from your employer.

The Privacy Notice outlining further information in relation to this application form can be found at: <https://www.education.ie/en/The-Department/Data-Protection/gdpr/gdpr.html> Full details of the Department's Data Protection policy setting out how we will use your personal data as well as information regarding your rights as a data subject are available at <https://www.education.ie/en/The-Department/Data-Protection/>. Details of this policy are also available in hard copy from Teacher/SNA Terms & Conditions, Department of Education & Skills, Cornamaddy, Athlone, Co. Westmeath, N37 X659, upon request.

## PART 2– EMPLOYER DECISION

I certify that I have approved/refused (delete as appropriate) the Temporary Re-Assignment application in accordance with the Temporary Re-Assignment Scheme for Primary Schools as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'. The following documents will be retained for audit purposes:

1) Application for Temporary Re-Assignment

2) Copy of Decision Notice issued to teacher

Approved Temporary Re-Assignment Application Form has been sent to the Department

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer (Host school))

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer of other school)

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

Employers should return the completed Application Form to:

**Teacher/SNA Terms and Conditions Section**

**Leave Administration Unit**

**Department of Education and Skills**

**Cornamaddy**

**Athlone**

**Co Westmeath N37 X659 or to the relevant ETB, as appropriate.**

## CHAPTER 10 – STATUTORY ANNUAL LEAVE/PUBLIC HOLIDAYS

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

### 1. Statutory Annual Leave/Public Holidays

- 1.1 Statutory Annual Leave and Public Holiday entitlement is regulated by the Organisation of Working Time Act, 1997 (as amended). In general, full-time employees are entitled to a minimum of 20 days Annual Leave in each leave year.
- 1.2 Employees who work less than full hours are entitled to Annual Leave on a pro-rata basis.
- 1.3 Under the Organisation of Working Time Act, 1997 (as amended), a teacher on a period of Career Break is entitled to Public Holidays arising in the first 13 weeks of the leave.
- 1.4 In relation to Carer's Leave, under the Carer's Leave Act 2001, a teacher is entitled to Annual Leave and Public Holidays arising in the first 13 weeks of the leave.
- 1.5 Additional Annual Leave will be given in lieu of Public Holidays which occur while the teacher is absent on any of the following leave types:
  - a) Sick Leave
  - b) Maternity Leave
  - c) Adoptive Leave
  - d) Parental Leave
  - e) Career Break
  - f) Job Sharing
  - g) Carer's Leave
  - h) Paternity Leave
  - i) Leave of Absence following Assault
- 1.6 Annual Leave entitlements should be taken on existing school closure days that occur during the relevant leave year. Where a teacher is availing/has availed of another type of leave at a time outside of school closures (e.g. Sick Leave/Maternity Leave), Annual Leave should be taken before or after the relevant leave type.
- 1.7 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:

- a) prior to Maternity, Adoptive, Paternity and Parental Leave and
- b) after Sick Leave and Leave of Absence following Assault

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

- 1.8 A teacher who resigns/retires 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 In accordance with Section 19 of the Organisation of Working Time Act as amended by Section 86(1) of the [Workplace Relations Act 2015](#) the following applies:

- a) Statutory Annual Leave entitlement continues to accrue during a period of certified Sick Leave.
- b) Statutory Annual Leave so accrued during a period of certified Sick Leave must be availed of within 15 months of the end of the annual leave year in which the leave was accrued.
- c) In accordance with paragraph 1.6, such accrued Annual Leave must be taken during existing school closures, where available.
- d) A teacher who is unable to take his/her Annual Leave at the appropriate time due to Sick Leave and where there are insufficient school closures available to absorb this leave and who terminates his/her employment/reaches the end of contract/retires within 15 months of the relevant leave year, may be entitled to payment in lieu of this leave, provided he/she does not move directly to another Oireachtas funded position in this State.
- e) Examples of accrual of Annual Leave are attached at [Appendix A](#).

## Appendix A – Accrual of Annual Leave Sample Calculations

### **Example 1:**

Joe on Sick Leave from 01/09/2017 to 31/08/2018.

Annual Leave accrued: 20 days.

Leave to be taken before 30/11/2019.

Joe returns to work on 01/09/2018.

Joe retires on 31/08/2019.

Accrued Annual Leave absorbed in school closures during 2018/19 school year so there is no entitlement to payment in lieu.

### **Example 2:**

Mary on Sick Leave from 01/09/2017 to 31/08/2018.

Annual Leave accrued: 20 days.

Leave to be taken before 30/11/2019.

Mary retires on 31/08/2018.

No opportunity to avail of leave or no school closures available in 2017/18 due to absence on Sick Leave.

Payment in lieu of accrued leave may be granted.

### **Example 3:**

Sarah on Sick Leave from 01/09/2015 to 31/08/2018.

Annual Leave accrued as follows:

Leave year 2015/16: 20 days to be taken before 30/11/2017.

Leave year 2016/17: 20 days to be taken before 30/11/2018.

Leave year 2017/18: 20 days to be taken before 30/11/2019.

Sarah retires on 31/08/2018.

2015/16: No opportunity to take Annual Leave due to absence on Sick Leave, but entitlement foregone as time limit has expired.

2016/17 and 2017/18: 40 days Annual Leave accrued. No opportunity to take leave and no school closures available so payment in lieu of accrued leave may be granted.

## CHAPTER 11 – UNPAID LEAVE

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

### **1. Unpaid Leave**

- 1.1 Unpaid Leave may be granted in exceptional circumstances where the employer is satisfied that there is a compelling obligation involving absence from duty.
- 1.2 The maximum amount of Unpaid Leave which may be taken in one school year is 10 school days. Substitution for such days will be paid by the Department/ETB.
- 1.3 Unpaid Leave absences must not be of a recurring nature.
- 1.4 Unpaid Leave must not be used to substitute other forms of leave.

### **2. Application Procedures**

- 2.1 Applications for Unpaid Leave should be made to the employer at least 6 weeks prior to the planned commencement date, using the Application Form at [Appendix A](#).
- 2.2 The employer must provide the teacher with a written notice of their decision to approve/refuse the leave application. Where an application is refused, the employer must include the grounds for refusal.

### **3. Status during Unpaid Leave**

- 3.1 An Unpaid Leave absence for part of a school day will be recorded as a full day's absence.
- 3.2 A teacher on approved Unpaid Leave is deemed for all purposes to be in employment at that time, with the exception of remuneration and superannuation.

### **4. Employment while on Unpaid Leave**

- 4.1 A teacher absent on Unpaid Leave may not engage in any type of teaching or any other paid employment.



## Appendix A - Application Form for Unpaid Leave

**The Application Form should be fully completed and submitted to the employer at least 6 weeks prior to the planned commencement date.**

### **PART 1 – TEACHER APPLICATION**

Teacher's Name: \_\_\_\_\_ Contact No: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

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

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

Reason for Unpaid Leave: \_\_\_\_\_

Proposed start date: \_\_\_\_\_ Proposed end date: \_\_\_\_\_

### **Declaration**

I wish to apply for Unpaid Leave in accordance with the regulations and procedures as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'.

I confirm that the information provided in the application is true and accurate.

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

### Data Protection Privacy Statement

The main purpose for which the Department requires you to provide this personal data to your employer is to enable your Unpaid Leave application to be processed. Your employer will retain your application form and accompanying documents in accordance with their Data Protection policy. Further information in relation to this policy is available on request from your employer.

The Privacy Notice outlining further information in relation to this application form can be found at: <https://www.education.ie/en/The-Department/Data-Protection/gdpr/gdpr.html> Full details of the Department's Data Protection policy setting out how we will use your personal data as well as information regarding your rights as a data subject are available at <https://www.education.ie/en/The-Department/Data-Protection/>. Details of this policy are also available in hard copy from Teacher/SNA Terms & Conditions, Department of Education & Skills, Cornamaddy, Athlone, Co. Westmeath, N37 X659, upon request.

### PART 2– EMPLOYER DECISION

I certify that I have approved/refused (delete as appropriate) the Unpaid Leave in accordance with the regulations and procedures as set out in Circular 0054/2019 titled '*Leave Schemes for Registered Teachers Employed in Recognised Primary and Post Primary Schools*'. The following documents will be retained for audit purposes:

1) Application Form for Unpaid Leave

2) Copy of Decision Notice issued to teacher

Approved Unpaid Leave has been recorded on the OLCS/relevant ETB system

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer)

***The Application Form should NOT be submitted to the Department of Education and Skills. It should be retained in the school/ETB with any other relevant documentation for record and audit purposes with the relevant personnel records.***