

Career Break, Job-Sharing and Leave Policy

The Career Break, Job-sharing & Leave Policy recognises and endeavours to adopt the values that are set out in the ethos of the school for those at work in the school. It attempts to support and sustain a harmonious environment in which the potential of all staff is nurtured through the co-operation between staff, pupils, parents, board members and all other relevant parties.

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School Details:

Name: Douglas Rochestown Educate Together National School

Address: Carr's Hill, Douglas, Cork

Telephone: 021 489 0122 / 085 2428753

Email: info@dretns.ie

Roll Number: 20413N

Principal: Dr. Alan Sheehan

The school premises consist of the area within the school boundaries/fence at Carr's Hill. School start/end times are as follows:

Start Time:	End Time:
8.30 am	1.10 pm/2.10 pm

The school doors open at 8.20am. The school provides supervision of pupils within the school grounds only from 8.20am – 1.20pm for Junior and Senior Infants and from 8.20am – 2.20 pm for all other Classes. Please note that no responsibility is accepted for anyone in the areas outside the school fencing. Please also note that no responsibility is accepted for pupils arriving before 8.20am or for supervising pupils after 1.20pm/2.20pm.

Introduction:

This policy is the result of the collaboration of the staff, together with the Board of Management.

Rationale:

The Board of Management identified the need for a policy to ensure procedures are in accordance with Circulars, 0022/2012, 0035/2019, 0041/2014 and 0054/2019.

Relationship to the Characteristic Spirit of the School:

The Career Break, Job-sharing & Leave Policy reflects the overall ethos of the school

which states:

Douglas Rochestown Educate Together National School (Douglas Rochestown ETNS) is one of a number of multi-denominational schools throughout the country. The representative organisation for these schools is 'Educate Together'.

Educate Together aims to meet a growing need in Irish society for schools that recognise the developing diversity of Irish life and the modern need for democratic management structures. In particular, Educate Together guarantees children and parents of all faiths and none to equal respect in the operation and governing of education.

The schools operated by the member associations of Educate Together are fully recognised by the Irish Department of Education and Science and work under the same regulations and funding structures as other national schools. However, they have a distinct ethos or governing spirit. This has been defined in the following terms:

- **Equality based** i.e. all children having equal rights of access to the school, and children of all social, cultural and religious backgrounds being equally respected
- **Co-educational** and committed to encouraging all children to explore their full range of abilities and opportunities,
- **Child centred** in their approach to education
- **Democratically run** with active participation by parents in the daily life of the school, whilst positively affirming the professional role of the teachers (*Source: Educate Together Charter*)

Whilst the concepts of child-centeredness and co-educationalism are now widely accepted in Irish primary education, what distinguishes the Educate Together schools is their hard work in developing a culturally inclusive and democratic ethos. This has pioneered unique approaches to inclusion of minority opinions and faiths in the Irish context.

The schools have developed education programmes which open the eyes of children to the naturally positive contribution that social, religious and cultural diversity and difference of viewpoint and opinion make to society.

The other characteristic feature of these schools is that they are democratically organised and governed. This maximises the potential for building a genuine partnership between the professional, objective role of the teacher and the necessarily personal involvement of the parent in contributing to their children's education.

Douglas Rochestown ETNS makes the distinction between denominational education and moral/religious education. The ethical curriculum followed by the school is called the Learn Together Curriculum. It comprises four strands: Morality & Spirituality, Equality & Justice, Belief systems, Ethics & the environment.

Denominational instruction is facilitated by the school insofar as groups are permitted to use the school premises. This is organised by parents outside of school hours.

The Career Break, Job-sharing & Leave Policy recognises and endeavours to adopt the values that are set out in the ethos of the school for those at work in the school. It attempts to support and sustain a harmonious environment in which the potential of all staff is nurtured through the co-operation between staff, pupils, parents, board members and all other relevant parties.

Aims:

The Career Break, Job-sharing & Leave Policy aims to:

- develop and maintain a policy statement specific to the needs of the school in relation to the approval of career breaks, job-sharing and other leave
- ensure the welfare and educational needs of the pupils takes precedence over all other considerations in relation to the sanctioning of career breaks, job-sharing and other leave
- ensure that career breaks, job-sharing and other leave have due regard to the capacity of the school to meet its obligations to its pupils and therefore apply a reasonable limit to the number of its teaching/SNA staff that may be absent on career break or on leave at any one time
- clarify the school's procedures in relation to career breaks, job-sharing and other leave

Career Breaks

Definition

A career break means special leave without pay. The main objectives of this scheme listed below, which are not exhaustive, is for Board of Management, wherever possible to facilitate applicants in the areas of:

- Personal Development
- Voluntary Service Overseas (*teacher only*)
- Accompany spouse/partner on Diplomatic/Military Posting (*teacher only*)
- Education
- Public Representation
- Childcare/Dependent care (SNAs only S1.2 DES Circular 0022/2012))
- Family Reasons (Teachers only - Chapter 7; 1.1 DES Circular 0054/2019)
- Self-employment

Eligibility:

- 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. (Chapter 7; 2.1 DES Circular 0054/2019)

A special needs assistant (SNA) may apply for a career break where he/she:

- has satisfactorily completed, at the end of the school year in which they are applying, 12 months of continuous service with the current employer.

The operating of our school's career break policy for teachers is in accordance with DES procedures, Circular 0054/2019

The operating of our school's career break policy for SNAs is in accordance with DES procedures, Circulars 0022/2012 and 0035/2019

Job-Sharing

Definition:

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.
- (Chapter 8, 1.2a DES Circular 0054/2019)

Job-Sharing Special Needs Assistant means a wholetime special needs assistant who wishes to reduce his/her hours to 16 per week.(Definitions DES Circular 0041/2014)

Eligibility:

A teacher may apply for job-sharing where s/he:

-
- has satisfactorily completed, at the end of the school year in which they are applying, 12 months of continuous service with their current employer (exemption compulsory redeployment/amalgamation (see Chapter 8, 2.1a 0054/2019)
- 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)(see Chapter 8, 2.1b 0054/2019)

A special needs assistant may apply for a job-sharing where s/he:

- has satisfactorily completed, at the end of the school year in which they are applying, 12 months of continuous service with the current employer (S5.1 0041/2014)

Job sharing is not available to the following:

- Principal
- Home School Liaison Co-ordinator
- Teachers on secondment

The operating of our school's career break policy for teachers is in accordance with DES procedures, , Circular 0054/2019

The operating of our school's career break policy for SNAs is in accordance with DES procedures, Circular 0041/2014

Other Leave

Leave of absences included under 'Other Leave'

Type A

- Adoptive Leave (Teachers: Chapter 3, 0054/2019) (SNA: S14 0041/2014)
- Assault Leave
- Carer's Leave (Teachers: Chapter 6, 0054/2019)
- Maternity Leave (Teachers: Chapter 2, 0054/2019) (SNA: S14 0041/2014)
- Paternity Leave (Teachers: Chapter 4, 0054/2019)
- Parental Leave (Teachers: Chapter 5, 0054/2019)
- Unpaid Leave (Teachers: Chapter 11, 0054/2019)

Type B

- Brief Absences
- Extra Personal Vacation Days
- Sick leave (Teachers: Chapter 1, 0054/2019)

Type A Leave:

- All of the above 'Type A' leaves will be subject to their relevant circulars as per the Department of Education & Skills website (www.education.ie)
- They require direct notification to the Board of Management

Type B Leave:

- All of the above 'Type B' leaves will be subject to their relevant circulars as per the Department of Education & Skills website (www.education.ie)
- They require direct notification to the Principal

Limitations of sanctioning of career breaks, job-sharing & other leave:

- As a general principle every effort will be made by the Board of Management to facilitate applications for career breaks, job-sharing and other forms of leave from members of the teaching and SNA staff.
- The Board makes a decision on each application on a case-by-case basis.

Success Criteria:

Our Career Break, Job-sharing & Other Leave Policy will be seen to be working well when

- positive feedback from members of the school community is received
- the school community are clear about and are committed to the principles that are outlined in this policy and correct procedures are being implemented
- a policy statement specific to the needs of the school in relation to the approval of career breaks, job-sharing and other leave is developed and maintained
- the welfare and educational needs of the pupils takes precedence over all other considerations in relation to the sanctioning of career breaks, job-sharing and other leave
- the sanctioning of career breaks, job-sharing and other leave have due regard to the capacity of the school to meet its obligations to its pupils and a reasonable limit to the number of its teaching/SNA staff that may be absent on career break or on leave at any one time is applied

Roles and Responsibility:

The Board of Management, Principal, teachers and SNAs have both a role and a responsibility in successfully implementing this policy.

The policy will be monitored and evaluated on an ongoing basis by the policy committee.

Implementation Date:

This policy was implemented in January 2019.

Timetable for Review:

This policy is to be reviewed periodically.

The policy was reviewed by the Board of Management on 18 May 2022.

Ratification and Communication:

Parents are made aware that the policy is available for viewing by appointment in school or alternatively online at: www.dretns.ie

Date of ratification: 16/1/19

Signed: 

(Chairperson of Board of Management)

Appendix 1 – Reference: Circular [0054/2019](#)

1 Career Break Scheme

1.1 A Career Break is period of special leave without pay and the main objectives of this scheme below, which are not exhaustive, is for employers, wherever possible to facilitate applicants in the areas of:

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

2 Duration of Career Break

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

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

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

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

2.5 The duration of a Career Break may not extend beyond

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

3 Eligibility

3.1 A teacher may apply for a Career Break where he/she:

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

4 Operation of the Scheme

4.1 A teacher seeking a Career Break must submit a written application to the employer not later than the 1st February of each school year prior to that in which he/she proposes to commence/continue the Career Break. The application must provide clear details of the exact purpose of the Career Break. A late application may be considered by the employer in exceptional circumstances.

4.2 A teacher who wishes to extend his/her Career Break must apply for this extension on an annual basis.

4.3 Each application for or extension of a Career Break shall be considered on its own merits by the employer within the context of the school's policy statement. The decision of the employer shall be final.

4.4 The employer must issue a written notice of approval or refusal to the teacher by 1st March at the latest and submit notice of the Career Break absence to the Department via the OLCS/relevant ETB system on or before 1st April. The employer must also list the names of all teachers availing of a Career Break on the annual change of staff form with the exception of ETB Schools.

4.5 Where an application for a Career Break is refused the employer must inform the applicant in writing setting out the grounds for such a refusal.

4.6 Taking account of the extent of arrangements to be put in place by the employer to cater for the Career Break, the applicant shall not be permitted to withdraw his/her application after the 14th April. In exceptional circumstances the employer in its sole discretion may consider a later withdrawal of a Career Break application.

5 Teaching whilst on Career Break

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

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

6 Appointment of a Replacement Teacher

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

7 Posts of Responsibility

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

8 Resumption of Duty following a Career Break

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

8.2 It is the responsibility of the teacher returning from a Career Break to ensure that he/she is registered with the Teaching Council on the intended date of resumption. Please note that the Teaching Council registration process which includes vetting may take up to 12 weeks during the peak period of July and August. Additional police clearance requirements may also be applicable where teachers have lived abroad. Teachers are therefore advised to commence the registration process once they have notified the school of their intention to resume work.

8.3 A teacher returning from a Career Break in excess of two school years shall be screened by the Occupational Health Service (OHS). It is a pre-requisite for the restoration of salary that the teacher is deemed medically fit for teaching duties by the OHS before he/she is permitted to resume his/her teaching post.

8.4 The terms and conditions of teachers in general including the terms of any redeployment scheme existing at the time of return shall apply to a teacher resuming duty after a Career Break.

9 Resignation while on Career Break

9.1 A teacher on a Career Break who wishes to resign from his/her teaching post must notify the employer in writing in accordance with the teacher's terms of employment. If a teacher resigns from the Career Break during the course of the school year, that year will be deemed to be a full school year for the purposes of Section 2 of the Career Break Scheme should the teacher re-enter teaching service at a later date.

9.2 In the event that a teacher fails to resume duty at the end of an approved period of Career Break, the employer/school in the case of ETB, shall immediately notify the Department/ETB so that incremental salary will not issue. The employer shall also take timely action to establish the position and take appropriate action.

10 Social Welfare Entitlements

10.1 The teacher on a Career Break remains an employee of the employer for the duration of the absence and the absence does not constitute a break in service for PRSI purposes.

10.2 Teachers seeking to maintain their Social Welfare entitlements during a Career Break should, therefore, contact the DSP for advice prior to taking a Career Break.

11 Pension

11.1 A period of unpaid leave of absence does not reckon for pension purposes. However, pension contributions at full actuarial cost in accordance with the relevant pension scheme may be paid, either during the Career Break (by making arrangements with the Pension Section of the Department/ETB prior to the commencement of the Career Break) or following a return to teaching. Further information on the purchase of notional service for a Career Break is available from the Pensions Section of the Department/ETB.

11.2 Where a pension scheme member is granted approved unpaid leave of absence to work as a Volunteer Development Worker (VDW), in a developing country, under the auspices of APSO/Comhlamh, it is open to that agency to pay the full actuarial cost to the public service pension provider subject to conditions in place from time to time. Further information is available from the Pensions Section of the Department/ETB.

12 Voluntary Deductions at Source

12.1 Voluntary deductions from salary cease when a teacher goes on Career Break. While a teacher is on Career Break, details of the voluntary deductions will remain on his/her payroll record and therefore, any deductions in place prior to the teacher's Career Break will recommence on his/her return to the payroll unless it has been ended at the request of the teacher involved via the deduction agency. This Department/ETB will not make any deduction in respect of any accumulated unpaid amounts for the period of the Career Break.

12.2 It is the sole responsibility of a teacher availing of a Career Break to ensure that medical insurance policies, income continuance insurance, union subscriptions, credit union payments do not lapse. No liability rests with this Department/ETB for policies of any nature which lapse. Further details in relation to voluntary deductions can be found on the Department's website under Education Staff – Services - Payroll / Financial - Voluntary Deductions - Conditions of operation of a Deduction At Source (DAS) facility for Voluntary Deductions

12.3 Any outstanding balances owed by a teacher participating in the Cycle to Work or the Travel Pass Scheme must be cleared before commencing a Career Break.

Appendix 2 – DES Procedures for SNA Career Breaks, Circular 0022/2012 and Circular 0035/2019

1.1 The scope of this scheme is limited to special needs assistants in posts wholly funded out of monies provided by the Oireachtas.

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

- Personal Development
- Education (including teacher training)
- Public Representation
- Childcare/Dependent care
- Self-employment

2 School Policy

2.1 Each employer, in consultation with special needs assistant staff, shall develop and maintain a policy statement specific to the needs of the school in relation to the approval of career breaks.

2.2 In drawing up this policy, the welfare and educational needs of the pupils shall take precedence over all other considerations. The sole discretion as whether to grant an application for a career break rests with the employer.

2.3 This policy, while taking account of the objectives of this scheme, shall have due regard to the capacity of the school to meet its obligations to its pupils and shall therefore apply a reasonable limit to the number of special needs assistants that may be absent on career break at any one time and also take into account the likely availability of a suitably qualified replacement special needs assistant to take up duty on the applicant's departure.

2.4 Where an application for a career break is refused the employer must inform the applicant in writing setting out the grounds for such a refusal.

3 Correspondence Address

3.1 The employer/Department will address all necessary correspondence to the special needs assistant on career break at the address last notified by the special needs assistant and no fault shall lie with the employer/Department in the event that the special needs assistant does not receive such correspondence.

4 Duration of Career Break

4.1 A special needs assistant may engage in this scheme subject to an overall maximum absence of 10 years in the course of his/her career.

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

4.3 A subsequent career break may not be taken until the special needs assistant has served for a period equal to the duration of the previous career break.

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

break.

4.5 The duration of a career break may not extend beyond:

- a) the termination of the contract or
- b) retiring age.

5 Eligibility

5.1 A special needs assistant may 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.

6 Operation of the Scheme

6.1 A special needs assistant seeking a career break must submit a written application to the employer not later than the 1st March of the school year prior to that in which he/she proposes to commence/continue the career break. The application must provide clear details of the exact purpose of the career break. A late application may be considered by the employer in exceptional circumstances.

6.2 A special needs assistant who wishes to extend his/her career break must apply for this extension on an annual basis not later than the 1st March.

6.3 Each application for a career break shall be considered on its own merits by the employer within the context of the school's policy statement. The decision of the employer shall be final.

6.4 The employer shall issue a written notice of approval or refusal to the special needs assistant by 1st April at the latest and submit notice of the career break absence to the Department (via the OLCS)/VEC on or before 1st May. In the case of special needs assistants paid on the Departments payroll the employer must also indicate the names of those availing of a career break on the NTS Appointment Position Form.

6.5 Taking account of the extent of arrangements to be put in place by the employer to cater for the career break, the applicant shall not be permitted to withdraw his/her application after 14th April. In exceptional circumstances the employer in its sole discretion may consider a later withdrawal of a career break application.

7 Working whilst on Career Break

7.1 The taking up of regular paid employment of any kind elsewhere in the State while on career break would be contrary to the objectives of the scheme and shall lead to refusal of an application or withdrawal of approval already given.

7.2 A special needs assistant on a career break is precluded from taking up an appointment in any capacity in any school within the state.

7.3 A special needs assistants undergoing teacher training is permitted to carry out work experience in a school.

8 Appointment of a Replacement Special Needs Assistant

8.1 Where a replacement special needs assistant is to be employed, the position must be filled in accordance with current rules for recruitment.

8.2 Where a replacement special needs assistant is to be employed he/she shall be offered a contract which must state as an objective ground that the contract

may be terminated in the event of the special needs assistant on career break resigning, retiring, returning to work or being made redundant during the term of the career break.

8.3 Where a replacement special needs assistant is employed, he/she will be required to be available for the additional 72 hours that form part of a special needs assistant contract (pro-rata for part-time special needs assistants) to be utilised and delivered outside of normal school opening hours and/or the normal school year.

8.4 Where a replacement special needs assistant is employed he/she will not attain any seniority in the school.

9 Arrangements for Compensation for Loss of Hours while on Career Break

9.1 Where the post of a special needs assistant on career break is reduced during the term of the career break, the special needs assistant will not be eligible to claim compensation for this loss of hours until such time as his/her career break expires. At that point, if the hours remain unavailable to the school, the special needs assistant may apply for compensation for loss of hours under the terms of the current Department circular on redundancy arrangements for special needs assistants within 52 weeks of his/her return from career break. The period of the career break will not be included in the calculation of any compensation for loss of hours.

9.2 Where the post of a special needs assistant on career break is reduced during the term of the career break, the replacement special needs assistant will have his/her hours reduced and will not be entitled to a compensation payment in respect of the loss of hours.

10 Arrangements for Redundancy while on Career Break

10.1 Where the post of a special needs assistant becomes surplus to the approved allocation of special needs assistant resources in the school during the term of the career break, the special needs assistant on career break may apply for a redundancy payment under the terms of the current Department circular on redundancy arrangements for special needs assistants within 52 weeks of the loss of the post from the school's allocation. It is the responsibility of the employer to ensure that the special needs assistant on career break is informed of the loss of his/her post from the school's allocation. The period of the career break will not be included in the calculation of any redundancy payment.

10.2 Where the post of a special needs assistant on career break becomes surplus to the approved allocation of special needs assistant resources in the school during the term of the career break, the replacement special needs assistant will not be entitled to a redundancy payment.

11 Resumption of Duty following a Career Break

11.1 A special needs assistant must notify the employer by the 1st March of his/her intention to return to work from a career break at the beginning of the next school year.

11.2 A special needs assistant returning from a career break in excess of two school

years shall be screened by the Occupational Health Service (OHS). It is a prerequisite for the restoration of salary that the special needs assistant is deemed medically fit for duties by the OHS before he/she is permitted to resume his/her post.

11.3 A special needs assistant returning from a career break must comply with the vetting regulations in operation at the time of return.

11.4 The terms and conditions of special needs assistants in general existing at the time of return to work shall apply to those resuming duty after a career break.

12 Resignation while on Career Break

12.1 A special needs assistant on a career break who wishes to resign from his/her post must notify the employer in writing in accordance with the special needs assistant's terms of employment. If a special needs assistant resigns from the employment during the course of the school year, that year will be deemed to be a full school year for the purposes of Section 4 of this circular should the special needs assistant re-enter service at a later date.

12.2 In the event that a special needs assistant fails to resume duty at the end of an approved period of career break, the employer shall immediately notify the Department/VEC so that incremental salary will not issue. The employer shall also take timely action to establish the position and may if appropriate initiate the agreed disciplinary procedures.

13 Seniority while on Career Break

13.1 Time spent on career break does not reckon as service for seniority purposes. Service prior to and post career break will be treated as continuous for seniority purposes but the actual period of the career break will not be counted as reckonable service.

13.2 Special needs assistants should be aware in applying for a career break that their seniority position in the school may change as a result and this may have consequences for future employment and redundancy.

13.3 Schools must update the seniority list for special needs assistants in their school to reflect the loss of seniority for special needs assistants who avail of a career break.

14 Increments and Pension

14.1 A period of career break does not reckon for increment or pension purposes.

14.2 Pension contributions at full actuarial cost may be paid, either during the career break or following a return to service. Further information on the purchase of notional service for a career break is available from the Departments website www.education.ie under Pension Information for Non Teaching Staff. Any queries may be emailed to pensions@education.gov.ie or addressed to Pension Unit of the Department /VEC.

15 Social Welfare Entitlements:

15.1 The special needs assistant 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.

15.2 Special needs assistants seeking to maintain their Social Welfare entitlements

during a career break should, therefore, contact the Department of Social Protection for advice prior to taking a career break.

16 Voluntary Deductions at Source

16.1 Voluntary deductions from salary cease when a special needs assistant goes on career break. While a special needs assistant 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 special needs assistant career break will recommence on his/her return to the payroll unless it has been end dated at the request of the special needs assistant involved via the deduction agency. This Department will not make any deduction in respect of any accumulated unpaid amounts for the period of the career break.

16.2 Any outstanding balances owed by a special needs assistant participating in the Cycle to Work or the Travel Pass Scheme must be cleared before commencing a career break.

17 Public Holiday Entitlements - Organisation of Working Time Act, 1997

17.1 A special needs assistant on career break retains an entitlement to salary payment for Public Holidays solely in respect of those occurring in the initial 13 weeks of the absence. As a career break must commence on 1st September, a salary payment is due in respect of the October Public Holiday in the first year only.

17.2 In the unusual event of a career break following immediately on another absence, the absence will be deemed to be one continuous absence and no entitlement additional to that gained by virtue of the initial absence will accrue to the special needs assistant in the first 13 weeks of the career break.

17.3 Where there is a leave in lieu entitlement at the start of a school year that leave shall be exhausted prior to commencement of career break however the leave in lieu together with the career break will count as one year for the purpose of the career break scheme.

18 Compliance

18.1 All special needs assistants must adhere to the regulations and procedures set out in this circular. Failure to abide with the regulations and procedures will be dealt with under the agreed disciplinary procedures and may lead to the cessation of salary.

18.2 All documentation relating to career breaks must be retained by the employer with the relevant personnel records. These records may be selected for further inspection by nominated department officials. All records should correspond with the data input on the OLCS.

19 Further Information

19.1 In accordance with the introductory paragraph the regulations in this circular are to be implemented by the employer. Thus all queries should initially be brought to the attention of the school management who may wish to consult with their representative organisation who may further wish to consult with the Department at the following email address: teachersna@education.gov.ie.

Appendix 3 –: Reference: Circular 0054/2019

1. Job Sharing Scheme

1.1 The purpose of the Job Sharing Scheme is to assist teachers in combining work with personal responsibilities or choices.

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

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

1.2 It is a matter for the employer to decide the time-sharing arrangement(s) which it is prepared to endorse e.g. week on/week off, split week. Post-Primary employers, for example, may require a Job Sharing teacher to be timetabled over 5 days per week. Subject to the exercise by the employer of its responsibility in this regard, timetable arrangements for Job Sharing teachers should be designed within the spirit of the scheme to facilitate the teacher, so far as is practicable.

1.3 In the case of Primary schools, as soon as a Board of Management has decided to allow job sharing, parents should be informed that their child(ren) will be taught by job sharing teachers in the relevant school year. A Board is required to notify parents at the earliest possible opportunity by way of a special meeting called by the Principal/Board of Management. Teachers whose job sharing applications have been approved by a Board are required to attend such a meeting. The requirement for the special meeting should not be replaced by other means of communicating to parents the information regarding job sharing arrangements.

2. Basis of Scheme

2.1 A teacher may make an application to share a wholetime post on a 50:50 basis or may apply to reduce their hours to 50% of a wholetime teacher. This amounts to 14 hours 10 minutes per week in the case of a Primary teacher or 11 hours per week teaching in the case of a Post Primary teacher,

2.2 There are two options for a job sharing arrangement:

a) Sharing a wholetime post: Two wholetime teachers in the same school apply to job share or in the case of interschool job sharing (primary schools only) where two wholetime teachers in two different schools apply to job share.

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

3. Duration of Job Sharing Agreement

3.1 The minimum period for which a job sharing arrangement may occur is one school year.

3.2 In exceptional circumstances an employer may authorise a job sharing arrangement to commence during the course of the school year and terminate not earlier than the end of that same school year.

4. Eligibility

4.1 A teacher may apply to job share where he/she

a) is registered with the Teaching Council and

b) will have satisfactorily completed at the end of the school year in which they are applying 12 months of continuous service with the current employer and

c) holds a post for the following school year greater than 50% of a wholetime teacher. (i.e. 14 hours 10 minutes per week in the case of a Primary teacher or 11 hours per week teaching in the case of a Post Primary teacher).

Job sharing is not available to the following:

d) at Primary: Principal and Home School Liaison Co-ordinator and

e) at Post Primary: Principal, Deputy Principal and Home School Liaison Co-ordinator.

f) teachers on secondment.

5. Operation of the Scheme

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

5.2 A teacher who wishes to extend his/her job sharing arrangement must apply for this extension on an annual basis.

5.3 Each application to job share shall be considered on its own merits by the employer within the context of the school's policy statement. The decision of the employer shall be final.

5.4 The employer who hosts (the school to which the teacher is temporarily assigned for the purposes and duration of the job sharing arrangement) the teacher availing of the inter school job sharing arrangement (primary schools only) is considered to be the employer for both job sharers for the duration of the job sharing period and the teacher should sign a Form of Agreement with the host employer.

5.5 A teacher on a Career Break or other approved leave of absence may apply to resume teaching duties on a job sharing basis.

5.6 The employer shall issue a written notice of approval or refusal, which will set out the basis of the refusal, to the teacher by 1st March at the latest.

5.7 Taking account of the extent of arrangements to be put in place by the employer to cater for a job sharing post, the applicant should not be permitted to withdraw his/her application after 14th April, or from once the replacement teacher's contract has been signed, whichever happens first. This should be included in the notice from the school to the teacher.

5.8 In exceptional circumstances if the applicant can be accommodated within the approved staffing allocation and subject to contractual arrangements, an application for withdrawal from a Job Sharing Scheme and/or an earlier return to full-time employment may be considered by the employer. However, such an application may not be considered beyond 1st November.

5.9 The employer must list the names of all teachers availing of job sharing arrangements on the annual change of staff form/relevant ETB system. The job sharing application must be retained in the school/ETB.

5.10 School hosting teachers for inter-school job sharing purposes must meet their statutory vetting obligations in accordance with The National Vetting Bureau (Children and Vulnerable Persons) Act 2012 to 2016 and relevant Department Circulars.

6. Duties

6.1 Employers shall ensure that appropriate communication processes are in place between teachers sharing a post in order for them to fulfil the responsibilities of the post.

6.2 A job sharing teacher must be available for relevant staff and parent meetings in accordance with school policy and agreements.

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

7. Pay/Reckoning of Service

7.1 Job sharing teachers will receive where applicable remuneration equal to 50% of a full time post inclusive of qualification allowances (i.e. Higher Diploma, Primary, Masters and Doctorate Degree, Ard Teastas Gaeilge)

7.2 Where a teacher holds any job role allowance e.g. – Teaching through Irish Allowance/Diploma in Special Education/Diploma for Teachers in a Specific Disability Category, the teacher may lose these allowances under a job sharing arrangement.

7.3 Each year of job sharing service given, will reckon as one year of service for promotion and incremental purposes.

8. Additional Work by Job Sharing Teacher

8.1 Job sharing teachers may not

a) engage in any substitute teaching

b) act as a special needs assistant in the school in which he/she is employed or any other school

8.2 It is not permissible for a job sharing teacher to engage in outside employment without the consent of the employer. It shall be a matter for the employer to determine whether or not any such employment is in conflict with their ability to carry out their duties as an employee of the school. If such a conflict is deemed to exist, the approval of the employer shall be withheld.

9. Appointment of a Replacement Teacher

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

9.2 The replacement teacher may apply for any available hours including substitution in any school up to the maximum of a wholetime post.

10. Posts of Responsibility

10.1 Primary

a) Where a primary school Deputy Principal is approved for job sharing he/she must relinquish his/her post of responsibility and the appropriate allowance for the duration of the job sharing arrangement.

b) An Assistant Principal or a Special Duties Teacher may retain his/her post of responsibility allowance while job sharing provided the employer decides that the duties of the post can be performed in full.

c) Where an employer decides that it is not possible for the job sharing teacher to perform the full duties of the Assistant Principal or Special Duties post an acting Assistant Principal or Special Duties Teacher may be appointed and the allowance will be shared equally between the two teachers (i.e. the acting post holder and the job sharing teacher) The allowance shall be restored to the actual post holder on resumption of fulltime duties.

d) The acting post holder will not establish personal title to the allowance and will relinquish same when the job sharer resumes full time duties.

e) A teacher on an inter school Job Sharing Scheme may apply for posts of responsibility arising from his/her former school but is not eligible to apply for post(s) in the school in which he/she is job sharing.

f) If a post of responsibility allowance post holder enters into an inter school job sharing arrangement, he/she must relinquish the allowance for the duration of the job sharing arrangement. An acting post holder may be appointed, subject to the need for the post being warranted.

10.2 Post Primary

a) An Assistant Principal or a Special Duties Teacher may retain his/her post of responsibility allowance while job sharing provided the employer decides that the duties of the post can be performed in full.

b) Where an employer decides that it is not possible for the job sharing teacher to perform the full duties of the Assistant Principal or Special Duties post, he/she shall forfeit the allowance for the duration of the arrangement. The allowance shall be restored on resumption of fulltime duties.

c) The acting post holder will not establish personal title to the allowance and will relinquish same when the Job Sharer resumes full time duties.

10.3 Primary and Post Primary

a) The entitlement to fill a Post of Responsibility and/or appointment to and payment in respect of Acting Posts of Responsibility at Primary and Post Primary level will be in accordance with the applicable Circular Letters and/or other regulations.

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

11. Termination/Resumption of Duty

11.1 Employers must ensure that teachers participating in the job sharing scheme are aware that the arrangement may be terminated at any time if it is not operating in the best interests of pupils.

11.2 It is the responsibility of the employer to ensure that the Payroll Section of the Department/ETB is informed in advance of the date of termination of the job sharing arrangement of the teacher and the date of termination of the employment of the replacement teacher in order to avoid any overpayments of salary.

12. Maternity Leave/Adoptive Leave

12.1 A full time teacher on Maternity/Adoptive Leave, opting to job share in the next school year, will be paid at the full time rate of pay up until the beginning of the next school year at which point the teacher will be paid the job sharing rate of pay for the remainder of the leave.

12.2 A Job sharing teacher on Maternity/Adoptive Leave, opting to return to full time duties in the next school year, will be paid at the job sharing rate of pay up until the beginning of the next school year at which point the teacher will be paid the full time rate of pay for the remainder of the leave.

13. Resignation while Job sharing

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

14. Pension

14.1 In accordance with the applicable Circular letters and/or other regulations, a job sharing teacher shall be eligible for superannuation benefits on the same basis as full-time staff, save that each year of service given in a job sharing capacity will reckon as six months full-time service for superannuation purposes.

14.2 It may be open to a job sharing teacher to purchase notional service for superannuation purposes. Further information in relation to the purchase of notional service and other pension related matters is available from the Departments website Retirement-Pensions or by contacting the relevant ETB. Any queries regarding the purchase of notional service should be submitted by email to pensions@education.gov.ie or the relevant ETB

15. PRSI Implications

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

15. In Service/School Planning Days

15.1. Job sharing teachers in primary schools who are required to attend courses/school planning days on days they are not due to teach shall be granted leave in lieu for such days. Leave in lieu will not be granted where the teacher's attendance on such days is part of the additional hours commitment under the current Public Service Agreements.

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

16. Re-deployment

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

Appendix 3 – DES Procedures for Job Sharing for SNAs, Circular 41/2014

1 Purpose of the Job-Sharing Scheme

1.1 The purpose of the job-sharing scheme is to assist special needs assistants to combine work and personal responsibilities or choices.

2 School Policy

2.1 Each employer shall develop and maintain a policy statement specific to the needs of the school in relation to the approval of job-sharing arrangements.

2.2 In drawing up this policy, the welfare and care needs of the pupils shall take precedence over all other considerations.

2.3 This policy shall have due regard to the capacity of the school to meet its obligations to its pupils and shall therefore apply a limit to the number of its special needs assistant that may avail of the scheme at any one time and also take into account the likely availability of a suitably qualified replacement.

3 Basis of the Scheme

3.1 A special needs assistant may make an application to share a wholetime post on a 50:50 basis i.e. 16 hours per week in primary and post-primary schools.

3.2 There are two options for a job-sharing arrangement:

- ☐ Two special needs assistants in the same school apply to job-share
- ☐ One special needs assistant in a school applies to job-share and the employer is willing to recruit a special needs assistant for the available hours on a specified purpose (fixed term) contract.

3.3 It is a matter for the employer to decide the job-sharing arrangement(s) which it is prepared to endorse e.g. split week, week on - week off, mornings / afternoons only.

3.4 Job-sharing special needs assistants participating in the scheme in general enjoy pro-rata arrangements with their full-time colleagues in relation to pay and conditions of employment.

4 Duration of Job-Sharing Arrangement

4.1 The minimum period for which a job-sharing arrangement may occur is one school year i.e. commencing on 1 September and ending on 31 August each year.

4.2 In exceptional circumstances an employer in its sole discretion may authorise a special needs assistant to commence a job-sharing arrangement during the course of the school year and terminate not earlier than the end of that same school year.

5 Eligibility

5.1 A special needs assistant may apply to job-share 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.

6 Operation of the Scheme

6.1 A special needs assistant seeking to job-share must submit the prescribed application form **JS1** attached to this circular to the employer not later than the 1st March prior to the school year in which he/she proposes to commence/continue job-sharing.

6.2 Job-sharing arrangements are sanctioned for a period of one school year only and a special needs assistant shall re-apply if he/she is seeking to avail of a job-sharing arrangement for a further year.

6.3 Each application to job-share shall be considered on its own merits by the employer within the context of the school's policy statement. The decision of the employer shall be final.

6.4 A special needs assistant on a career break or other approved leave of absence may apply to resume duties on a job-sharing basis.

6.5 The employer shall issue a written notice of approval or refusal, which will set out the basis of the refusal to the special needs assistant by 31st March at the latest.

6.6 Taking account of the extent of arrangements to be put in place by the employer to cater for a job-sharing post the applicant shall not be permitted to withdraw his/her application after 14th April and this shall be included in the notice from the school to the special needs assistant.

6.7 A copy of the approved job-sharing application should be submitted to the Non Teaching Payroll Section of the Department by 1st May. In addition, the employer must list the names of all special needs assistants availing of job-sharing arrangements on the Non Teaching Staff Appointment Position Form.

6.8 While this circular is applicable for the 2014/2015 school year, the closing dates stated in the circular will not apply for that school year but all such arrangements must be returned on the Non Teaching Staff Appointment Position Form due back in the Non Teaching Staff Section of Payroll Division by the 27th June 2014.

7 Duties

7.1 Where two special needs assistants are sharing one whole time post employers shall ensure that appropriate communication processes are in place between the job-sharing special needs assistants in order for them to fulfil the responsibilities of the post.

7.2 A job-sharing special needs assistant must be available for staff and parent meetings in accordance with school policy and agreements.

8 Pay/Reckoning of Service

8.1 Job-sharing special needs assistants will receive 50% of the remuneration payable to them in a wholetime post.

8.2 The job-sharing special needs assistant will continue to accrue seniority during the job-sharing arrangement. Each year of job-sharing service given, will reckon as one year of service for incremental purposes. However, service for pension purposes will count as half that of a full-time special needs assistant (see paragraph 17 below for further information).

9 Additional Work by Job-Sharing Special Needs Assistant

9.1 A job-sharing special needs assistant may not substitute for his/her job sharing partner or engage in any additional SNA/teaching duties.

9.2 It is not permissible for a job-sharing special needs assistant to engage in outside employment without the consent of the employer. It shall be a matter for the employer to determine whether or not any such employment is in conflict with his/her ability to carry out their duties as an employee of the school. If such a conflict is deemed to exist, the approval of the employer shall be withheld.

10 Appointment of a Replacement Special Needs Assistant

10.1 Where a replacement special needs assistant is to be employed, the position must be filled in accordance with current rules for recruitment.

10.2 Where a replacement special needs assistant is to be employed he/she shall be offered a contract which must state as an objective ground that the contract shall be terminated in the event of the special needs assistant who is job-sharing, resigning, retiring, not returning to work for any reason or being made redundant during the term of the job-sharing arrangement.

10.3 Where a replacement special needs assistant is employed, he/she will be required to be available for the additional 72 hours that form part of a full time special needs assistant contract (pro-rata for part-time special needs assistants) to be utilised and delivered outside of normal school opening hours and/or the normal school year.

10.4 Where a replacement special needs assistant is employed he/she will not attain any seniority in the school.

11. Arrangements for Compensation for Loss of Hours during the term of a Job-Sharing Arrangement

11.1 Where the post of a job-sharing special needs assistant is reduced during the term of the job-sharing arrangement, the special needs assistant who holds the post may be entitled to claim compensation for this loss of hours under the terms

of the Department circular on redundancy arrangements for special needs assistants in place on the date the hours are lost. The period of the job-sharing arrangement will be taken into account in the calculation of any compensation for loss of hours and any redundancy payment due will be calculated on the special needs assistants weekly job-sharing rate of pay.

11.2 Where the post of a job-sharing special needs assistant is reduced during the term of the job-sharing arrangement, the replacement special needs assistant will have his/her hours reduced. The job-sharing arrangement will be deemed to have ceased with effect from the end of the school year in which the reduction took place. The replacement special needs assistant will not be entitled to a compensation payment in respect of the loss of hours. If this reduction results in the replacement's hours being reduced to nil, the contract of the replacement special needs assistant will be terminated and he/she will not be entitled to a redundancy payment.

12. Arrangements for Redundancy during the term of a Job-Sharing Arrangement

12.1 Where the post of a special needs assistant becomes surplus to the approved allocation of special needs assistant resources in the school during the term of a job-sharing arrangement, the special needs assistant who holds the post may apply for a redundancy payment under the terms of the Department circular on redundancy arrangements for special needs assistants in place on the date the post is lost from the school's allocation. It is the responsibility of the employer to ensure that the special needs assistant is informed of the loss of his/her post from the school's allocation. The period of the job-sharing arrangement will be taken into account in the calculation of any redundancy payment which may be due to the post holder.

12.2 This is subject to the terms of the relevant circulars governing both SNA Redundancy arrangements (currently Circular 58/2006) and SNA Supplementary Assignment Arrangements (currently Circular 37/2013) or further circulars which may amend or supersede these circulars which may be issued from time to time.

12.3 Where the post of a special needs assistant becomes surplus to the approved allocation of special needs assistant resources in the school during the term of a job-sharing arrangement, the replacement special needs assistant will not be entitled to a redundancy payment.

13 Termination/ Resumption of Duty

13.1 Employers must ensure that special needs assistants participating in the job-sharing scheme are aware that the arrangement may be terminated if it is not operating in the best interests of pupils.

13.2 Where an employer decides to terminate a job-sharing arrangement this must be enforced by 1st November of the year of the job-sharing contract.

13.3 In exceptional circumstances if the applicant can be accommodated within the approved staffing allocation and subject to contractual arrangements, an application for an earlier return to full-time employment may be considered by the employer. However a return to duty may not be considered in any circumstances beyond 1st November.

13.4 It is the responsibility of the employer to ensure that the Non Teaching Payroll Section of the Department is informed (in advance) of the date of termination of the employment of the special needs assistant and the replacement special needs assistant immediately in order to avoid any overpayments of salary.

14 Maternity/Adoptive Leave

14.1 A full time special needs assistant 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 special needs assistant will be paid the job-sharing rate of pay for the remainder of the leave.

14.2 A job-sharing special needs assistant 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 special needs assistant will be paid the full time rate of pay for the remainder of such leave.

15 Resignation from Post while Job-Sharing

15.1 A special needs assistant engaged in a job-sharing scheme who wishes to resign from his/her (SNA) post must notify the employer in writing in accordance with the special needs assistants' terms of employment.

16 Public Holiday Entitlements

16.1 Entitlements arising from public holidays to a job-sharing special needs assistant will accrue to the special needs assistant who would otherwise be scheduled for duty on the day in question. In such cases however, the normal attendance regime will, where necessary be varied slightly with a view to allowing both job-sharing partners to benefit equally from public holidays.

17 Pension

17.1 A job-sharing special needs assistant shall be eligible for superannuation benefits on the same basis as full-time staff, save that each year of service given in a job-sharing capacity will reckon as six months full-time service for superannuation purposes.

Pensionable salary will be based on full-time remuneration.

17.2 It may be open to a job-sharing special needs assistant to purchase notional service for superannuation purposes. Further information in relation to the purchase of notional service and other pension related matters is available from

the Pensions Section of the Department by emailing pensions@education.gov.ie or by contacting the relevant ETB.

17.3 Special needs assistants who propose to undertake job-sharing should satisfy themselves (by contacting the Department of Social Protection on an annual basis if necessary) as to whether the proposed pattern of job-sharing will have any implications for their PRSI contributions/credit record.

18 Compliance

18.1 All special needs assistants /employers must adhere to the regulations and procedures set out in this circular. Failure to abide by the regulations and procedures will be dealt with under the agreed disciplinary procedures and may lead to the cessation of salary in the case of special needs assistants and/ or withdrawal of substitute cover in the case of schools.

18.2 All documentation relating to job-sharing arrangements must be retained by the employer with the relevant personnel records. These records may be selected for inspection by nominated Department officials. All records should correspond with the data input on the OLCS/ETB system.

19 Further Information

19.1 In accordance with the introductory paragraph the regulations in this circular are to be implemented by the employer. Thus all queries should initially be brought to the attention of the school management who may wish to consult with their representative organisation, who may further wish to consult with the Department at the following email address: teachersna@education.gov.ie

20 Review

20.1 This job-sharing scheme for Special Needs Assistants will be subject to a review by all parties to be completed no later than 31 December 2015.