

**REPORT TO THE MINISTER FOR EDUCATION AND SKILLS OF THE  
CHAIRPERSON OF THE EXPERT GROUP  
ON FIXED-TERM AND PART-TIME EMPLOYMENT IN PRIMARY  
AND SECOND LEVEL EDUCATION IN IRELAND**

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## PART 1

### INTRODUCTION

The casualisation of employment in the education sector has been recognised for some time as an issue which requires to be examined and addressed. An over-reliance on fixed-term and part-time employment has implications for the security of employment of teachers and has led to concerns about the future attractiveness of teaching as a professional career. This has obvious implications for the overall quality of the education provided to all pupils in Ireland at present and in the future.

The overriding concern of all stakeholders in education is for the maintenance of a high quality education system. Teachers seek security of employment and, in most cases, full-time employment. School management bodies seek to ensure that they can employ the most suitable teachers for their pupils' needs and that they have the flexibility and resources to respond to changing curricular demands.

The Haddington Road Agreement (The Public Service Stability Agreement 2013 – 2016) provided at Appendix 5 for Collective Agreements in the Education Sector. Specific provision was made for a consideration of fixed-term and part-time employment in teaching as follows:

#### **“Fixed-term/part-time employment in teaching**

An Expert Group will be established to consider and report on the level of fixed-term and part-time employment in teaching, having regard to the importance for teachers of employment stability and security and taking account of system and school needs and Teaching Council registration requirements.

This group will as a first task report on reducing the qualification period for the granting of a Contract of Indefinite Duration (CID) from 4 years to 3 years to take effect for the 2014/2015 school year. Arrangements will be made in relation to those entering their fourth year in September 2013 with a view to the early application to them of this provision.”

As Chairperson of this process, I was charged with the task of consulting with all of the stakeholders and interested parties, which I have done individually, in small groups and in full plenary session. It was then my responsibility to produce a final report for the Minister for Education and Skills.

The stakeholders who participated in, and were consulted throughout, this process were:

1. The Department of Education and Skills
2. Education and Training Boards Ireland
3. Joint Managerial Body
4. Association of Community and Comprehensive Schools
5. Teachers' Union of Ireland
6. Association of Secondary Teachers, Ireland
7. Catholic Primary Schools Management Association (as representative of all primary school management bodies)
8. Irish National Teachers' Organisation

Written submissions were received from the participants at the outset of the process which were supplemented over the course of the period of consultation between February 2014 and August 2014. I held individual and group consultations with the participants and invited final submissions from all parties prior to the completion of this report.

I would like to take this opportunity to thank all of the participants for their unstinting support and assistance throughout this process, which was conducted at all times in a spirit of positive engagement and a shared concern for maintaining standards of excellence in the Irish education system.

## **PART 2**

### **BACKGROUND**

The Department of Education and Skills has estimated that approximately 35% of post-primary teachers are employed on a part-time or fixed-term basis (or are both part-time and fixed-term). In the primary sector, the figure is lower, with approximately 9% of teachers employed on either a part-time or fixed-term basis (or both).

Statistics compiled in late 2012/early 2013 in respect of the levels of fixed-term and/or part-time working in teaching are attached at Appendices 1 and 2.

#### **Recent Developments:**

The Protection of Employees (Fixed-Term Work) Act 2003 implemented the EU Directive on Fixed-Term Work (Directive 99/70/EC) in Ireland. It provides for the application of the principle of non-discrimination to fixed-term workers. It also provides a framework to prevent abuse arising from the use of successive fixed-term contracts. It provides, in essence, that where the aggregate duration of an employee's continuous fixed-term contracts exceeds four years, that employee shall be deemed to be employed under a contract of indefinite duration (and no longer a fixed-term contract) unless there are objective grounds justifying his or her continued employment on such a fixed-term contract.

A transitional agreement for the implementation of the Protection of Employees (Fixed Term Work) Act 2003 has been in operation in the education sector for a number of years. A series of departmental circulars give effect to this agreement and contain the detail of how the protections of the 2003 Act shall operate in primary and second-level education. At the outset, the basis of qualification for a Contract of Indefinite Duration (hereinafter referred to as "CID") was that the teacher concerned was employed on continuous fixed-term contracts for a period in excess of four years. A teacher could, however, be disqualified from a CID if objective grounds justifying a further fixed-term contract could be established. These objective grounds were set out in the relevant Circulars.

The relevant Circulars include:

- Circular 0034/2009 for post primary teachers
- Circular 0082/2007 for primary teachers

Following the ratification of the Haddington Road Agreement, the qualification period for the purposes of qualification for a Contract of Indefinite Duration (CID) was reduced from four years to three years in the case of teachers.

Subsequent Circulars (including Circulars 64/2013 and 5/2014) have given effect to the terms of the Haddington Road Agreement whereby the basis of eligibility for a CID is reduced to the period of “in excess of three years continuous service”. These Circulars are set out at Appendix 3 hereto.

The most relevant Circular for second level teachers employed in Voluntary Secondary, Community and Comprehensive Schools and Vocational Education Committees (now Education and Training Boards) is Circular 0034/2009.

It sets out the definition of a Contract of Indefinite Duration (CID) at paragraph 4.1 as follows:

*“A person employed on a contract of indefinite duration means that the person has an expectation that, subject to the normal date of retirement in the employment, she or he will be retained in the employment and will not be dismissed without there being any good reason such as misconduct or unfitness for their position, or other compelling or unavoidable circumstances. Any dismissal shall be achieved by the application of the agreed termination arrangement for the particular sector or the application of the relevant statute, as the case may be.”*

Entitlement to a CID is set out at paragraph 4.2.1 of Circular 0034/2009 which provides as follows:

*“...The employer shall issue a contract of indefinite duration to any member of a teaching staff who satisfies all of the following conditions:*

- (i) S/he is registered on a current basis with the Teaching Council and;*
- (ii) S/he is the holder of qualifications, including teacher education where appropriate to the sector and;*

- (iii) *S/he has had in excess of [3 years] continuous teaching service, under two or more successive written contracts of employment with the same employer that were paid for out of monies provided by the Oireachtas,*

*Unless s/he is excluded by reason of one or more of the following:*

- (iv) *S/he is covering for another teacher absent on an approved scheme of leave of absence and this was set out as an objective ground in writing in the previous contract; or*
- (v) *The post will not be viable within a reasonable period and this was set out as an objective ground in writing in the previous contract.”*

The hours of a Contract of Indefinite Duration were set out in Paragraph 4.3.1 of Circular 0034/2009 which provides as follows:-

*“The hours of the CID will be those hours for which the teacher was engaged on a fixed term contract in the school year prior to the issuing of the CID (other than those hours which are for the provision of temporary cover).”*

The reference to “temporary cover” in paragraph 4.3.1 above has been interpreted in such a manner that hours attributable to approved leave of absence are not deemed to constitute “temporary cover” when they have been worked for the school year in question.

Similar provisions governing both entitlement to a CID and the hours of a CID for primary teachers are set out in Circular 0082/2007.

It is acknowledged by all stakeholders that it is essential that teaching maintains its present position as an attractive career for new graduates. It is also acknowledged that long-term insecurity in employment can operate as a disincentive to choosing teaching as a professional career. The high proportion of teachers employed on fixed term and/or part time contracts of employment has resulted in insecurity of employment and under-employment for a large number of teachers in Ireland. This in turn has the potential to operate as a disincentive for anyone considering entering the teaching profession.

It is thus acknowledged that it is necessary to address the excessive reliance on fixed-term and/or part-time employment in Ireland in order to guarantee the continued high quality of the Irish education system. It is also acknowledged, however, that it is appropriate and necessary in certain circumstances to employ teachers on fixed-term and/or part-time contracts of employment in order to meet the specific needs of a school and its pupils.

School management bodies are under increasing pressure to adapt to the changing curricular needs of their pupils. They require appropriate discretion and flexibility in order to have the ability to respond adequately to increasing and changing curricular and pupil needs and demands. The Department of Education and Skills (the DES) has emphasised that the State's resources must be applied efficiently and effectively in the interests of the citizens of the country. At the same time, schools must be permitted to operate in the interests of their pupils and provide the highest quality education by being permitted to use all the resources at their disposal in the most effective and productive manner possible.

It is necessary to attempt to formulate a balanced and measured approach to the issues which require to be addressed. The need for both security of employment and full employment for teachers must be balanced with the need of school management to be able to employ the most suitable teachers to meet the needs of the school and to have the necessary flexibility and resources to respond to changing curricular needs and pupil demands.

## **PART 3**

### **ISSUES AND RECOMMENDATIONS**

#### **Issue 1:      THE EMPLOYMENT STATUS OF TEACHERS**

It is broadly accepted that there is an excessive reliance in the Irish education system on fixed-term and part-time employment contracts for teachers - most particularly at second level. At second-level, teachers who become permanent do so, in the main, by means of qualification for a Contract of Indefinite Duration.

After spending the requisite number of years studying to qualify as a teacher, the optimum status of employment of any teacher in the education system should be on a permanent basis - after an appropriate probationary period has been successfully completed. In the present system, however, there are so few permanent positions on offer to newly-qualified teachers that most second-level teachers are employed, in the first instance, on fixed-term and/or part-time contracts. An “hours culture” has grown up in schools whereby the number of hours per week set out in the contract under which a teacher is employed has assumed a central importance. Part-time teachers can be found earning a fraction of the first point of the salary scale while still being required to attend schools throughout the school day. Such teachers hope for additional casual teaching hours by way of substitution or temporary cover.

The excessive reliance on fixed-term employment has meant that many teachers do not enjoy job security within a reasonable period of time in their working life. This has obvious consequences not only for the stability of their employment but also for their ability to access credit, secure mortgages etc.

It was broadly accepted that matters have now reached a point where there is a danger that the teaching profession in Ireland will be downgraded and that the lack of full-time and secure positions operates as a significant disincentive to those considering entering the profession. There has, as a consequence, also been a loss of morale in the sector. It is clear that the ability of the Irish education system to attract the highest calibre of graduates is undermined by the absence of a viable career path combined with security of employment.

The attainment of a Contract of Indefinite Duration is now the new method of attaining permanent status in the teaching profession.

It is particularly noteworthy that the operation of the transitional agreement for the implementation of the Protection of Employees (Fixed Term Work) Act 2003 has been seen by all of the stakeholders as being broadly satisfactory. A number of discrepancies between the operation of the transitional agreement and the interpretation and application of the 2003 Act by Rights Commissioners and the Labour Court were identified during this process. Nonetheless, the framework established by the stakeholders in education, as implemented through the series of circulars giving effect to the transitional agreement, has met with widespread acceptance.

It is particularly noteworthy that the reform contained in the Haddington Road Agreement which reduced the number of qualifying years necessary to acquire a CID from 'continuous employment in excess of four years' to 'continuous employment in excess of three years' is one which has been adopted without any significant controversy.

In circumstances where the route to permanent employment for most teachers at second level is by means of a CID, there is a framework set out in the departmental circulars which provides an established method with which all stakeholders are now familiar and which has met with widespread acceptance. This process therefore provides an obvious means by which to address the significant problem of teachers having to wait an unreasonable length of time to attain job security. I believe that in order to address the unreasonable delay in attaining permanency in the teaching profession, a further reduction in the period of continuous employment required to qualify for a CID is justified.

- 1. I therefore recommend that the qualification period for the granting of a Contract of Indefinite Duration be reduced from 'a period of continuous employment in excess of three years' to that of 'a period of continuous employment in excess of two years'.**
- 2. I recommend that the basis of qualification for a CID as set out in the series of Circulars giving effect to the agreement on the implementation of the Protection of Employees (Fixed-Term Work) Act 2003 be retained and amended accordingly.**
- 3. A teacher employed on a CID holds an employment status which is equal to that of a permanent teacher and I recommend that confirmation of this status be notified to the entire school system.**

**Issue 2: THE ABILITY OF SCHOOL MANAGEMENT TO APPOINT THE MOST SUITABLE PERSON TO A VACANT POSITION AND TO RESPOND TO CURRICULAR NEEDS AND PUPIL DEMANDS**

The school management bodies were clear in the articulation of their need to be able to appoint the most suitable person to any vacant position. They also need to be flexible in order to respond appropriately to the changing curricular needs of their schools and the demands of their pupils. In particular, the need to respond to changes in subject demand is a clear source of pressure for school management.

It was felt on the part of school management bodies that schools were experiencing “subject surplus” i.e. situations where the number of teachers qualified to teach particular subjects was in excess of the requirements of the school. The school management bodies expressed the need to be able to respond to these demands with changes in personnel.

In relation to the issue of ensuring that the most suitable person is appointed to any vacant position, it was widely accepted amongst the participants in this process that no meaningful or effective employment-related probation process is at present in place. There is a separate career-entry probation process. It appears to be the case that discussions on an adequate and effective probation process have been ongoing for a considerable length of time without coming to fruition. It is outside the terms of the present process to attempt to devise or formulate the elements of any such probationary process. It is noteworthy, however, how much unanimity there is on the absence of an effective probationary process.

In the education sector the securing of the first fixed-term employment will in many cases put that teacher on the path towards ultimately attaining a CID and thus permanency. At the present time the employment of a teacher on his or her first fixed-term contract has given rise - at the very least – to an expectation of continued employment on a second fixed-term contract if the hours for that position are still available to the school.

If a teacher is to secure a CID after a period of over two years’ continuous employment on continuous fixed-term contracts, I believe it is reasonable for that school to allow that first contract to terminate at the end of that school year and to re-advertise the position for the following year. This recognises the fact that the first year of fixed-term employment is just that i.e. one year of employment which terminates at the expiry of the year.

If, after the first year of fixed-term employment, a position is automatically re-advertised, then school management has the opportunity of ensuring that it employs the most suitable person for the post. I am of the view that all such posts should be automatically re-advertised in order to avoid the obvious complications - and implications - that would flow from a separate decision in every case on the part of the school management whether or not to advertise the post for the second year. If all such positions are automatically re-advertised, then no adverse inference can be drawn from the fact that the occupant of the position is required to re-apply for his or her second year of fixed-term employment.

While in some cases this will have the effect of re-advertising a position when the school is perfectly satisfied with the performance of the occupant and is willing to re-employ him or her for the second year, nonetheless, in the overall, I am convinced that the best solution lies in having an automatic re-advertisement of all such positions.

- 4. I therefore recommend that once a teacher has completed his or her first year of fixed-term employment in a school and the hours are available for that post for the following year, that position should be automatically re-advertised by the school and a new recruitment process undertaken for the filling of the post for the second year.**

### **Issue 3: THE REDEPLOYMENT OF TEACHERS**

At present there are two redeployment schemes in operation at second level. The first scheme relates to school closures. The second scheme relates to schools having teachers in excess of quota. The quota of a school is determined by the pupil population. In both instances these schemes were put in place following extensive negotiations among the relevant parties and both schemes appear to operate effectively. There is a Director of Redeployment who assigns teachers to schools with particular subject requirements which are then matched with the teachers on the redeployment panel. The “receiving” school does not have a veto over such a redeployment. These schemes are set out at Appendix 4 hereto.

In addition, a pilot voluntary redeployment scheme has operated in Connaught during the past school year. Under this scheme a teacher may volunteer for redeployment and the school in which he or she works can consent to that teacher being placed on the redeployment panel.

School management bodies submitted that in the future if they have a surplus in a subject area, they should have the opportunity of addressing that issue by identifying the teacher who is qualified in the subject area or areas which are surplus to requirements and placing that teacher on a redeployment panel. School management bodies emphasised the need to provide a curriculum appropriate to the needs of their students and to maintain curriculum development in line with those changing needs.

One issue that was emphasised by a number of the participants in this process was the absence of any formal analysis of the projected needs into the future for teachers in particular subject areas. It was submitted by a number of the participants that a ‘supply and demand’ analysis was an essential tool for long-term planning in the educational process.

The ETBI drew particular attention to the need for flexibility in their sector in the context of rapidly changing subject requirements. The stark example was given of the collapse in the demand for subjects related to the construction industry in the wake of the property crash. It was suggested that applicants for appropriate post-graduate courses in education should be assessed to ensure that they qualify ultimately in subjects for which there is a future demand.

I recommend that there should be put in place a structured process for medium and long-term planning of teacher provision with a view to better matching the qualifications of teachers with the subject requirements of pupils. This would require expert advice for the future planning of pupil population trends and assessments of potential future subject requirements and would require the involvement of the Teaching Council, taking into account the work already being progressed by the Council in this regard. There must be a basis upon which the curricular needs of schools are matched by the subjects in which teachers become qualified. A number of participants also emphasised the need for the continuous training and professional development of teachers.

I accept that there is a need for greater flexibility within the education system for ensuring an appropriate match between the subject requirements of the schools and the qualifications of the teachers employed. That need for flexibility within the system can be met in part by expanding the redeployment process that has already been established for schools who are in excess of quota.

In the ETB sector there has been an internal teacher transfer scheme in operation since 1999. I understand that this internal transfer process is currently under review. It is a process unique to the ETB sector and works under the auspices of the ETB as an executive function reserved to the CEO. I do not propose to make any recommendation to affect the operation of that internal transfer process as I note that it is at present under review.

School management bodies sought the right to nominate teachers for redeployment on the basis of a subject surplus in a school. The most junior teacher whose subjects are surplus to the school's requirements should, it was submitted, be subject to such redeployment. That would result in the terms and conditions of employment of every teacher in the country being fundamentally altered to render every teacher liable to possible redeployment. I am not convinced that such an immediate change to the employment status of every teacher in the country is justified at the present time. An extension of the redeployment scheme to incorporate those who qualify for a CID on the recommended time period of two years, would, however, introduce greater flexibility into the system and ensure that schools do not end up with a subject surplus as a result of a teacher qualifying for a CID on the two year qualifying period.

I am also of the view that an extension of the voluntary redeployment scheme would introduce further flexibility into the system and provide further scope for matching the curricular needs of schools with appropriately qualified teachers. I therefore recommend that the voluntary redeployment scheme which was initiated on a pilot basis in Connaught be extended.

- 5. I recommend that teachers who qualify for a CID on the basis of two years' employment in accordance with Recommendation 1 should be liable to redeployment in circumstances where their subject or subjects become surplus to the curricular requirements of the school in which they qualify for the CID.**

#### **Issue 4: COVER FOR APPROVED LEAVE OF ABSENCE**

A teacher is excluded from qualification for a CID if he or she is covering for another teacher absent on an approved scheme of leave of absence and this was set out as an objective ground in writing in the teacher's contract. One of the most common forms of approved leave of absence is career break. Teachers may be granted career breaks for extended periods of time. Teachers covering for teachers who avail of the possibility of career break often find themselves in continuous employment for a significant number of years without any prospect of qualification for a CID.

A similar situation can arise where a teacher is covering for a teacher on secondment to another position. Such secondments can also last a considerable period of time.

It is clear that a teacher providing such cover can establish deep roots in the school over an extensive number of years - and yet have no security of employment. On the return of the teacher concerned from career break or secondment, the employment of the teacher providing the cover comes to an end.

I am not convinced that it is reasonable to exclude a teacher providing cover for teachers on career break or secondment from qualification for a CID.

The issue of teachers covering for teachers who are job-sharing is a more difficult one. Job-sharing involves a number of possible permutations. Two teachers in one school can job-share creating one fixed-term vacancy. Two schools may share a job-share creating one fulltime vacancy between the two schools. One teacher in one school can be job-sharing resulting in a half post. I believe it is difficult in the short term to devise any clear solution to the issue of teachers who are covering for other teachers job-sharing on a prolonged basis.

- 6. I recommend that a teacher covering for another teacher on career break or secondment should not be disqualified from entitlement to a CID on that ground. The exclusion that currently applies to a teacher covering for another teacher on career break or secondment should be abolished. I recommend that upon the return of the teacher on career break that the teacher who provided the cover and qualified for a CID be placed on the Redeployment Panel.**

I recommend that consideration be given to changing the terms and conditions of career breaks in future in order to provide that it is the teacher on career break who is placed on the Redeployment Panel upon resumption of employment after a designated number of years on career break. I recommend that a similar provision be incorporated into the terms and conditions of secondment.

**Issue 5: THE SHARED EMPLOYMENT OF TEACHERS BETWEEN TWO SCHOOLS**

It became clear throughout this process that schools require some teachers with qualifications in certain subjects for part-time hours only and that granting these teachers full-time hours could lead to a situation where they have no such additional classes to teach.

Within the ETB sector the practice exists of teachers working in two schools within an Education and Training Board. While the success of this practice has varied among ETBs, nonetheless the practice itself is established and accepted.

I believe that it should be possible in appropriate cases for teachers to split their employment between two schools in a manner which operates to the benefit of both the pupils of the schools and the teacher him- or herself. I believe that in both urban and rural areas, it is possible that schools would benefit from the part-time employment of a teacher shared with a nearby school.

I see this as one additional way of meeting the need of schools for flexibility and the ability to respond to changing curricular demands.

I therefore recommend that a system be devised whereby teachers are permitted to split their employment between two schools in appropriate cases and that a scheme be formulated to allow for such shared employment to be put in place on a pilot basis.

**Issue 6:      THE ADDITION OF HOURS TO A PART-TIME CID**

Teachers who are on part-time hours and qualify for a CID are in many cases anxious to obtain full-time hours. The issue arises as to how hours should be added to the part-time hours of a CID holder. At the present time a teacher who obtains a CID for less than full hours must commence the process of qualifying for a second CID in respect of any additional hours in accordance with the circulars.

I accept that teachers who are on part-time hours are often under financial pressure and it is a matter of some considerable concern to them to increase their hours as soon as possible. I am also conscious that schools must allocate their hours in accordance with the curricular needs of the school. Schools need to ensure that hours are allocated in accordance with the subject requirements of the pupils.

- 7. When a part-time CID holder is awarded additional hours I recommend that in relation to the granting of a further CID in respect of those additional hours, the current qualifying period of 'continuous employment for a period in excess of three years' be replaced by 'a continuous period of employment in excess of one year'.**

**Issue 7:        MATTERS EXCLUSIVE TO THE PRIMARY SCHOOL SECTOR**

As has been stated at the outset, it is clear that there is less reliance on fixed-term and part-time employment in the primary sector than in the second-level sector.

In the primary sector, redeployment through a panel system is long established. There is a “Main Panel” which operates to guarantee employment to every teacher on that panel. There is also a “Supplementary Panel” which comes into operation once the main panel is cleared. The Supplementary Panel comprises teachers who have accumulated years of service over, for example, three or four fixed-term contracts of employment and have not otherwise qualified for a CID. A teacher on the Main Panel is guaranteed payment. A school with a vacancy may go to the Main Panel and interview off that panel. Schools may advertise fixed-term contracts. Permanent positions may be advertised only when the Main Panel and the Supplementary Panel have been exhausted.

The reforms recommended above will result in some expansion of the main panel in the primary sector. I do not believe that an expansion of the main panel by reason of the shorter period for qualification for a CID will operate to deprive schools unreasonably of the ability to meet the needs of their pupils. I do not, therefore, recommend that any distinction be drawn in qualification for a CID between a primary and post primary teacher.

The Supplementary Panel in the primary sector has been an established part of the employment framework for primary teachers for some time. I do not believe that the recommendations for reform set out above justify or necessitate any changes to the operation of the Supplementary Panel. If the recommendations in this report are implemented, it is of course only reasonable to expect that their operation would be reviewed from time to time.

As part of a review of the operation of the main and supplementary panels in the primary sector, I believe the parties on the union and management side together with the Department of Education and Skills should consider administering the redeployment of primary teachers on the basis of a state-wide panel by a Director of Redeployment in the same manner as redeployment at second-level is administered. I believe that such a state-wide panel could be administered in a manner which respects and accommodates differences of ethos in schools in the primary sector.

In this regard I recommend that in the primary sector the relevant parties on the union and management side together with the DES keep the operation of the Main Panel and the Supplementary Panel under review. As part of this review, I recommend that consideration should be given to state-wide redeployment panels administered in like manner to the schemes of redeployment in the second-level sector.

## **ISSUE 8      HADDINGTON ROAD AGREEMENT**

The Haddington Road Agreement provided as follows for a Supplementary Panel:

### **“SUPPLEMENTARY PANEL ARRANGEMENTS FOR REDEPLOYMENT OF POST-PRIMARY TEACHERS**

In the context of the implementation of the Agreement, a Supplementary Panel will be established for teachers who have had sustained periods of employment with more than one school/VEC over an extended period of time. Inclusion on this panel will attract no remuneration entitlements. The general principles to underpin this new scheme will include the designation of certain permanent vacancies to be filled from this panel taking account of, *inter alia*, those permanent vacancies requiring to be filled by pre-existing panel arrangements, the awarding of CIDs, and the allocation of additional hours to existing CID holders. On the commencement of this agreement, discussions will be held between the parties in relation to detailed implementation of these arrangements, with a view to their introduction for the school year 2014/2015. Provision will also be made for a review of these arrangements following their operation for a period to be agreed between the Parties.”

I believe that these proposals for a further Supplementary Panel at second-level are effectively superseded by the recommendations set out earlier in this report. I believe that the recommendations in this report, if implemented, would obviate the necessity of introducing a Supplementary Panel as proposed above in the Haddington Road Agreement.

## **PART 4**

### **SUMMARY OF RECOMMENDATIONS AND RECOMMENDED DATES OF IMPLEMENTATION**

I make the following recommendations for implementation at the commencement of the school year 2015/2016:

1. I recommend that the qualification period for the granting of a Contract of Indefinite Duration be reduced from 'a period of continuous employment in excess of three years' to that of 'a period of continuous employment in excess of two years'.
2. I recommend that the basis of qualification for a CID as set out in the series of Circulars giving effect to the agreement on the implementation of the Protection of Employees (Fixed-Term Work) Act 2003 be retained and amended accordingly.
3. I recommend that a teacher employed on a CID holds an employment status which is equal to that of a permanent teacher and I recommend that confirmation of this status be notified to the entire school system.
4. I recommend that once a teacher has completed his or her first year of fixed-term employment in a school and the hours are available for that post for the following year, that position should be automatically re-advertised by the school and a new recruitment process undertaken for the filling of the post for the second year.
5. I recommend that teachers who qualify for a CID on the basis of two years' employment in accordance with Recommendation 1 should be liable to redeployment in circumstances where their subject or subjects become surplus to the curricular requirements of the school in which they qualify for the CID.
6. I recommend that a teacher covering for another teacher on career break or secondment should not be disqualified from entitlement to a CID on that ground. The exclusion that currently applies to a teacher covering for another teacher on career break or secondment should be abolished. I recommend that upon the return of the teacher on career break that the teacher who provided the cover and qualified for a CID be placed on the Redeployment Panel.

7. When a part-time CID holder is awarded additional hours I recommend that in relation to the granting of a further CID in respect of those additional hours, the current qualifying period of 'continuous employment for a period in excess of three years' be replaced by 'a continuous period of employment in excess of one year'.

I make the following further recommendations for implementation in the medium and longer term:

8. I recommend that there should be put in place a structured process for medium and long-term planning of teacher provision with a view to better matching the qualifications of teachers with the subject requirements of pupils.
9. I recommend that the voluntary redeployment scheme which was initiated on a pilot basis in Connaught be extended.
10. I recommend that consideration be given to changing the terms and conditions of career breaks in future in order to provide that it is the teacher on career break who is placed on the Redeployment Panel upon resumption of employment after a designated number of years on career break. I recommend that a similar provision be incorporated into the terms and conditions of secondment.
11. I recommend that a system be devised whereby teachers are permitted to split their employment between two schools in appropriate cases and that a scheme be formulated to allow for such shared employment to be put in place on a pilot basis.
12. I recommend that in the primary sector the relevant parties on the union and management side together with the DES keep the operation of the Main Panel and the Supplementary Panel under review. As part of this review, I recommend that consideration should be given to state-wide redeployment panels administered in like manner to the schemes of redeployment in the second-level sector.

September 2014

**Peter Ward**  
**Senior Counsel**

## **APPENDIX 1**

### **SECOND LEVEL TEACHERS PART-TIME AND FIXED-TERM EMPLOYMENT STATISTICS**

## TEACHERS EMPLOYED IN SECOND LEVEL SCHOOLS

**Table 1 – Teacher Employment Status:**

	<b>Voluntary Secondary and C&amp;C</b>	<b>VEC</b>	<b>Total</b>
Fixed Term Full Time	900	900	1,800
Fixed Term Part Time	2,000	2,800	4,800
CID/ Permanent Full Time	13,600	6,300	19,900
CID/ Permanent Part Time	1,200	1,500	2,700
CID + Fixed Term Full Time	100	300	400
CID + Fixed Term Part Time	300	700	1,000
<b>Total</b>	<b>18,100</b>	<b>12,500</b>	<b>30,600</b>

**Table 2 – Length of Employment for Teachers in Table 1 who are employed on Fixed Term Contract only:**

	<b>Voluntary Secondary and C&amp;C</b>	<b>VEC</b>
Less than 1 Year	800	600
1 – 2 Years	700	1,300
2 – 3 Years	600	1,000
3 – 4 Years	500	600
More than 4 years	200	200
<b>Total</b>	<b>2,800</b>	<b>3,700</b>

**Table 3 – For Teachers in Table 1 who are employed on CID + Fixed Term Contract, length of employment on the Fixed Term Contract element only:**

	<b>Voluntary Secondary and C&amp;C</b>	<b>VEC</b>
Less than 1 Year	100	200
1 – 2 Years	100	200
2 – 3 Years	100	100
3 – 4 Years	100	100
More than 4 years	10	40
<b>Total</b>	<b>410</b>	<b>640</b>

Notes:

- The tables contain headcount figures, rounded to the nearest hundred
- VEC figures are estimated based on a sample of 7 VECs covering 2,100 teachers.
- Totals in Table 2 and 3 may not match category totals in Table 1 due to rounding and the absence of a length of employment breakdown for some categories.

**Table 4 - Number of Substitute Post Primary teachers**

<b>Category</b>	<b>Post Primary</b>
Family leaves non casual (includes maternity and adoptive leave)	600
Other non-casual (includes certified illness, admin leave and unpaid sick leave)	100
Casual	800
<b>Total</b>	<b>1500</b>

Notes:

- The table contains headcount figures, rounded to the nearest hundred
- In effect, non-casual substitutes are fixed term workers
- We do not have a figure for substitutes employed in VEC schools
- There may be some crossover between the numbers in Tables 1 and 4 as part-time teachers may also carry out substitution work in the same school.

## **APPENDIX 2**

### **PRIMARY TEACHERS PART-TIME AND FIXED-TERM EMPLOYMENT STATISTICS**

## TEACHERS EMPLOYED IN PRIMARY SCHOOLS

**Table 1 – Teacher Employment Status:**

Status	Headcount number
Fixed Term Full Time	2,100
Fixed Term Part Time	800
CID/ Permanent Full Time	30,600
CID/ Permanent Part Time	300
CID + Fixed Term Full Time	2
CID + Fixed Term Part Time	4
Total	34,000

Note:

- Figures are rounded to the nearest hundred

**Table 2 - Number of Substitute Primary teachers**

Category	Headcount number
Family leaves non casual (includes maternity and adoptive leave)	700
Other non-casual (includes certified illness, admin leave and unpaid sick leave)	200
Casual	1700
Total	2600

Notes:

- Figures are rounded to the nearest hundred
- Figures are the number of substitutes on the Department's payroll as at 14 November 2012
- In effect, non-casual substitutes are fixed term workers
- There may be some crossover between the numbers in Tables 1 and 2 as part-time teachers may also carry out substitution work in the same school.

## **APPENDIX 3**

### **CIRCULARS RELATING TO CONTRACTS OF INDEFINITE DURATION**

1. Circular letter 0082/2007 - Protection of Employees (Fixed-Term Work) Act 2003 - Revised Agreement (Primary Sector). p. 29
2. Circular letter 0034/2009 - Protection of Employees (Fixed-Term Work) Act 2003 – Amendment of Circular Letter 0055/2008 (Second Level Sector). p. 35
3. Circular letter 0064/2013 - Reduction in the Service Qualification Requirements for Entitlement to Assessment for a Contract of Indefinite Duration for Teachers under Circular 82/2007 (Primary Sector). p. 44
4. Circular letter 0005/2014 - Implementation of the Public Service Stability Agreement 2013 – 2016 (Haddington Road Agreement) and the Financial Emergency Measures in the Public Interest Act 2013 Teachers (Second Level Sector). p. 45



Circular 0082/2007

**To: The Management Authorities of Primary Schools**

## **Protection of Employees (Fixed-Term Work) Act 2003 - Revised Agreement**

### **1. Purpose of this Circular**

The purpose of this circular is to advise school authorities that following discussions between the managerial authorities of schools, the teacher unions and the Departments of Education and Science and Finance further agreement has been reached on a number of issues associated with the implementation of the Protection of Employees (Fixed Term Work) Act 2003. The following are the terms of a consolidated circular. This circular supersedes all previous circulars. The terms of this circular will be open to review in light of experience and developments elsewhere.

### **2. Contracts of indefinite duration**

#### **2.1 Definition of a contract of indefinite duration**

A person who has an expectation that, subject to the normal date of retirement in the employment, she or he will be retained in the employment and will not be dismissed without there being any good reason such as misconduct or unfitness for their position, or other compelling or unavoidable circumstances. Any dismissal shall be achieved by the application of the agreed termination arrangement for the particular sector or the application of the relevant statute, as the case may be.

#### **2.2 Assessing an entitlement to a contract of indefinite duration**

The transitional agreement comprehended qualified teachers with more than four years successive service as at 1<sup>st</sup> September 2005 employed in primary schools. The transitional agreement is outlined in [primary circular 24/05](#). This circular now confirms that these arrangements should now comprehend qualified teachers with four years or more successive service as at 1<sup>st</sup> September 2006 or on any date thereafter (those employed for the first time after 14<sup>th</sup> July 2003 must have 2 or more successive contracts).

2.2.1 Those fixed term teachers with 4 years or more successive teaching service on 1<sup>st</sup> September 2006 or on any date thereafter and who are deemed to be qualified shall receive contracts of indefinite duration unless the employer can demonstrate:

That a post will not be viable within a reasonable period and where such a ground was set out as an objective ground in writing in the previous contract.

**Or**

That the person is covering for a post holder on an approved scheme of leave of absence.

The foregoing exclusions shall not apply where the person has not received a written contract setting out objective grounds since September 2003. Such persons (who

are deemed to be qualified) shall automatically receive contracts of indefinite duration.

2.2.2 The hours of the contract of indefinite duration will be the hours for which the employee was engaged on a fixed term contract in the school year prior to the issuing of the CID (other than those hours which are for the provision of temporary cover).

2.2.3 Except where the employer can demonstrate that there are formal written disciplinary charges of a significant nature against an individual on grounds of misconduct or other serious disciplinary offences, the employer shall issue a contract of indefinite duration to any person who is not excluded by the terms of clause 2.2.1 above.

### **2.3 Qualifications**

It has been agreed on an exceptional basis that the provisions of paragraph 2.2 above may be applied to those teachers, in the primary sector, who are post-primary qualified, as recognised by the Teaching Council, and receive incremental salary. Such teachers, who have four years successive service on 1/9/06 or on any date thereafter and are otherwise eligible for a contract of indefinite duration under the terms of clause 2.2 above, should receive such a contract.

It should be noted that such persons (unless they subsequently become fully qualified primary teachers) will not have access to the Redeployment scheme.

### **2.4 Teachers with Provisional Recognition**

Heretofore such teachers were given a period of time to pass the Scrúdú le hadhaigh Cáilíocta sa Gaeilge (SCG) in order to achieve status as a fully qualified primary school teacher.

Since March, 2006 the Teaching Council has responsibility for the registration of all teachers including those referred to above and in such cases the Council issues conditional registration to teach in the Primary Sector (4-12 years) with an option for fulfilling the Irish Language requirement of Aptitude Test (SCG) or an Adaptation Period.

The following has been agreed on an exceptional basis in respect of those teachers opting for a) Adaptation Period & b) Aptitude Test.

a) Teachers currently employed in the primary sector who have received conditional registration from the Teaching Council for the Primary Sector (4-12 years) (Irish Language Requirement – Adaptation Period) may continue to be employed in a fixed term capacity for the duration of the adaptation period, i.e., up to 3 years, provided the need for the post to which the teacher has been appointed continues to exist. Teachers with this conditional registration are also eligible for appointment in a fixed term capacity to a fixed term/permanent post at primary level. Eligibility for such appointments shall not extend beyond the period for which conditional registration has been granted. The teachers are eligible to be remunerated at the trained rate of pay for the duration of the adaptation period, i.e., up to 3 years.

b) Teachers who have received conditional registration for the Primary Sector (4-12 years) (Irish Language Requirement – Aptitude Test) continue to be eligible for employment in a fixed term capacity in either fixed term or permanent posts in primary schools and to be remunerated at the trained rate of pay. Eligibility for such appointments shall not extend beyond the period for which conditional registration has been granted.

The terms outlined at a) & b) above shall be included as an objective condition for a fixed term contract and as an objective ground for not issuing a contract of indefinite duration.

In the event of achieving full qualifications as prescribed by the Teaching Council such teachers are eligible for consideration of a Contract of Indefinite Duration within the terms of 2.2 of this circular.

### **3 Adjudication system**

There is an agreed system for considering the adjudication of appeals from aggrieved individuals. The adjudication system is voluntary and intended to facilitate a quick, efficient resolution of disputes arising from the award or refusal to award a contract of indefinite duration. Any party is of course free to pursue statutory relief if so desired. [Departmental circular 0047/2006](#) sets out the details of the adjudication system. In this regard Mr Peter Ward has agreed to act as Adjudicator.

### **4 Recruitment Procedures**

4.1 Those teachers engaged for their first fixed-term contract should receive their written terms of employment within two months of the date of their appointment. The terms and conditions should be signed by the employee and the employer. The employee should receive a copy of the document and the employer is to retain a copy on file.

4.2 Each statement of terms must contain the objective conditions determining the context whether it is:

- Arriving at a specific date
- Completing a specific task, or
- The occurrence of a specific event

4.3 Where an employer proposes to renew a fixed-term contract, the fixed term employee shall be informed in writing by the employer of the objective grounds justifying the renewal of the fixed-term contract **and** the failure to offer a contract of indefinite duration at the latest by the date of renewal.

4.4 In cases of anticipated vacancies of more than 26 weeks duration the positions should be advertised and filled through a formal recruitment process using the same procedures and criteria as for permanent vacancies. Please note that this amends [Primary Circular 0105/2006](#), Employment of Qualified Primary School Teachers, Para. 4, from anticipated vacancies of 24 weeks duration to 26 weeks.

4.5 Where a teacher is granted temporary leave i.e. career break, secondment, study leave etc., it shall be the responsibility of the employing authority to employ a temporary replacement for the period of the temporary absence. Any replacement shall be employed on the agreed terms and conditions of employment for fixed term teachers as set out in this circular.

4.6 There is a requirement to recruit suitably qualified persons for all vacancies regardless of duration. In exceptional circumstances where the employer can demonstrate that every reasonable effort has been made to recruit a qualified teacher, an unqualified person may be recruited pending the recruitment of a qualified teacher which provision must be inserted in the terms of appointment issued to the unqualified person.

4.7 Where a fully qualified teacher is engaged on successive contracts in the same or similar positions with the same employer, an interview process is required for the initial appointment only.

## **5. Terms of employment for Fixed-term teachers**

### **5.1 General**

The principle to be applied to conditions of employment in respect of fixed-term employees is the principle of no less favourable treatment during the period of contract unless objective grounds exist for doing so. In general it is agreed that the

expiry of a contract and, as a consequence, the termination of the employment relationship, marks the end of any obligation on the part of the employer in respect of conditions of employment.

## **5.2 Notification of permanent vacancies to Fixed-Term teachers**

Fixed-term teachers must be notified of the existence of a permanent vacancy. It is not possible to be prescriptive in respect of the methodology to be used in respect of each sector. Methods may include: the use of the employer website/notifications to individuals outside of term time/the school notice board during term time. The method which will be used for the advertising of permanent vacancies is to be included in the written statement of terms given to each fixed-term teacher. The objective is to ensure that the fixed-term teacher is notified of the vacancy in a timely manner so as to allow that teacher the opportunity to apply for the position should s/he wish to do so. All employers should note the provisions of the Protection of Employees (Fixed-Term) Work Act, 2003 which at section 10.2 provides that the information regarding a vacancy *“maybe provided by means of a general announcement at a suitable place or undertaking or establishment”*.

## **5.3 Access to Training for Fixed-term employees**

### **5.3.1 In-Service Training**

All fixed-term teachers shall have equal access to in-service training as comparable permanent teachers. Such access shall not be confined to the days on which the fixed-term (including part-time) teacher would ordinarily be employed.

### **5.3.2 Post Graduate training**

Fixed-term teachers shall be eligible to apply for access to Post Graduate courses on the same basis as their comparable permanent employee. Payment for attendance at such courses (where it applies) shall be on the same basis as the comparable permanent teacher and shall not exceed the duration of the contract of the fixed-term employee.

### **5.4 Career-Breaks:**

Fixed-term teachers shall have access to the career break scheme on the same basis as permanent teachers within their sector. Applications for career breaks shall not be rejected solely on the grounds of the status of the applicant as a fixed-term employee. The reason for rejecting an application for a career break shall be given in writing by the Board of Management. Access to the career break scheme will cease in all instances on the expiry and non-renewal of the fixed-term contract.

### **5.5 Job Sharing:**

Fixed-term teachers shall have access to job-sharing on the same basis as permanent teachers within the same sector. Applications for job-sharing shall not be rejected solely on the basis of the status of the applicant as a fixed-term teacher. Access to job-sharing will cease on the same basis as for permanent teachers and in all instances on the expiry and non-renewal of the contract for which they were engaged as a jobsharer.

### **5.6 Sick Leave:**

- **certified:** same entitlement as permanent teachers during contract
- **uncertified:** same entitlement as permanent teachers during contract

### **5.7 Compassionate Leave:**

Fixed-term teachers shall have the same entitlement to compassionate leave as permanent teachers within their sector during contract.

### **5.8 Parental Leave:**

Fixed-term teachers shall have the same entitlement to parental leave as permanent teachers during their contract.

**5.9 Paternity Leave:**

Fixed-term teachers shall have the same entitlement to paternity leave as permanent teachers during their contract.

**5.10 Force Majeure Leave:**

Fixed-term teachers shall have the same entitlement to force majeure leave as permanent teachers during their contract.

**5.11 Carers Leave:**

Fixed-term teachers shall have the same entitlement to carers leave as permanent teachers during their contract.

**5.12 Brief absences:**

Fixed-term teachers shall have the same entitlement to brief absences as permanent teachers during their contract.

**5.13 Maternity Leave:**

Fixed-term teachers shall have the same entitlement to pay as permanent teachers while on maternity leave which occurs during the term of their contract. Where the contract for which they were employed is renewed by a successive contract a dismissal shall not be effected and maternity pay shall continue to be paid until the cessation of maternity pay under the maternity leave scheme or the expiry of the successive contract, whichever is the sooner. Where the contract for which the teacher was employed expires and is not renewed and the employment ceases, the entitlement to paid maternity leave also ceases.

**\*NOTE:** The foregoing conditions of employment also apply to unqualified persons. In the case of casual and substitute teachers and those employed for short periods the terms of the existing agreements will continue to apply.

**6. Mechanism for the Alignment of Posts and available Personnel**

6.1 The method for determining the allocations of posts to each school/sector will continue as heretofore.

6.2 For the purposes of calculating the number of teachers in posts to whom there is an ongoing contractual commitment, it will be necessary to combine the number of permanent teachers with the number on contracts of indefinite duration. Based on the agreed definition of an employee on a contract of indefinite duration, those on contracts of indefinite duration have effectively the same tenure rights as a permanent teacher. The combination of permanent and contract of indefinite duration teachers, will in some instances, result in schools having a total number of teachers at or above the quota for the school based on the method used for calculating the allocation.

6.3 Where the total number of teachers in permanent/CID arrangements **is below** the number of approved permanent posts/hours based on the allocation the following options are to be applied sequentially by employers on the filling of such posts/hours

- (a) a fixed term teacher who qualifies for a contract of indefinite duration under paragraph 2 above is to receive the contract of indefinite duration and fills the post
- (b) utilise the redeployment panel in accordance with any agreed arrangements

Following the completion of stages (a) and (b) above any remaining permanent post/hours shall be advertised as a vacancy

6.4 Where the total number of teachers in permanent/CID arrangements **equals** or exceeds the number of approved permanent posts based on the allocation, no further permanent post is to be advertised. Where a requirement for a post or a number of

hours is identified based on curriculum needs surplus to the allocation, special approval will be required from the Department of Education and Science for the filling of such posts/hours.

6.5 Where the total number of teachers in permanent/CID arrangements **exceeds** the number of approved permanent posts on the basis of the allocation in the school **and** suitable alternative employment is not available within the particular employment the following measures will be taken:

**6.6 Re-deployment (Panel Rights)**

6.6.1 **Seniority** - For the purpose of determining seniority no distinction is to be drawn between permanent service and service while on a CID. The date of operation of the CID is the date given by the employer or a third party whichever is the earlier. No distinction shall be drawn between part-time and full-time teachers employed on permanent or CID contracts for the purposes of re-deployment and both shall transfer on their contracted hours. The hours on transfer may vary with the agreement of the transferee.

6.6.2 The supplementary panel rights of fixed-term teachers (where they exist) will continue as heretofore. No distinction should be drawn between part-time and full-time teachers in terms of supplementary panel rights.

6.6.3 It is accepted in principle that fully qualified part time teachers employed on contracts of indefinite duration have a right to redeployment should the need arise. The operational arrangements necessary to provide for the redeployment of part time teachers will form part of the proposed general discussions under Towards 2016 on existing panel arrangements to be held no later than December, 2007, to incorporate this principle for the school year 2008/2009. Any issues of clarification related to the Fixed Term or Part Time Workers legislation will be referred to the Teachers Conciliation Council.

You are requested to ensure that copies of this circular are provided to the appropriate representatives of parents and teachers for transmission to individual parents and teachers.

This circular can be accessed on the Department's website [www.education.ie](http://www.education.ie) under Education Personnel/Primary/Circulars and Information Booklets or e-mail query to: [primary\\_payments@education.gov.ie](mailto:primary_payments@education.gov.ie)

Johnny Bracken  
Principal Officer

August, 2007

An Roinn Oideachais agus Eolaíochta  
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## Circular 0034/2009

### **To: The Management Authorities of Voluntary Secondary, Community and Comprehensive Schools, and the Chief Executive Officers of Vocational Education Committees**

### **Protection of Employees (Fixed-Term Work) Act 2003 – Amendment of Circular Letter 0055/2008**

Circular 0055/2008 advises school authorities of the terms agreed for the implementation of the Protection of Employees (Fixed Term Work) Act 2003 insofar as it applies to a person employed as a qualified teacher in an approved teaching post wholly funded out of moneys provided by the Oireachtas with a contract of employment with the Vocational Education Committee/ or post primary school.

Section 1.5 of that circular states that the terms of the circular will be open to review in light of experience and precedent developments elsewhere.

The purpose of this circular is to set out two changes to circular 0055/2008 necessary to bring it in line with case law. This circular supersedes circular 0055/2008.

#### **The following changes are effective immediately:**

**1. 4.2.1 (iii) is hereby replaced with**

(iii) s/he has had in excess of 4 years continuous teaching service, under two or more successive written contracts of employment with the same employer that were paid for out of monies provided by the Oireachtas,

**2. 4.2.1 (iv) is hereby deleted and the subsequent sub-sections renumbered.**

#### **Paragraph 4.2.1 of circular 0055/2008 now reads:**

“The employer shall issue a contract of indefinite duration to any member of the teaching staff who satisfies all of the following conditions;

- (i) s/he is registered on a current basis with the Teaching Council and
- (ii) s/he is the holder of qualifications, including teacher education where appropriate to the sector, and

- (iii) s/he has had in excess of 4 years continuous teaching service, under two or more successive written contracts of employment with the same employer that were paid for out of monies provided by the Oireachtas, unless s/he is excluded by reason of one or more of the following
- (iv) s/he is covering for another teacher absent on an approved scheme of leave of absence and this was set out as an objective ground in writing in the previous contract or
- (v) the post will not be viable within a reasonable period and this was set out as an objective ground in writing in the previous contract.”

The revised text of the implementation arrangements is enclosed at Appendix 1.

This circular and an Irish translation can be accessed on the Department's website [www.education.ie](http://www.education.ie)

Queries concerning this circular letter should be emailed to: [allocations@education.gov.ie](mailto:allocations@education.gov.ie)

Hubert Loftus  
Principal Officer

June, 2009

## Appendix 1

An Roinn Oideachais agus Eolaíochta  
Rannóg Múinteoirí Iarbhunioideachais  
Cor na Madadh,  
Baile Átha Luain,  
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Tel: 090 - 6483600



Department of Education and Science  
Post Primary Teachers Section  
Cornamaddy,  
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Fax: 090 – 6478024

### **To: The Management Authorities of Voluntary Secondary, Community and Comprehensive Schools, and the Chief Executive Officers of Vocational Education Committees**

### **Protection of Employees (Fixed-Term Work) Act 2003 - Implementation Agreement – Amended Text**

#### **1 PURPOSE OF THIS CIRCULAR**

- 1.1 The purpose of this circular is to advise school authorities of the terms agreed for the implementation of the Protection of Employees (Fixed Term Work) Act 2003 insofar as it applies to a person employed as a qualified teacher in an approved teaching post wholly funded out of moneys provided by the Oireachtas with a contract of employment with the Vocational Education Committee/ or post primary school. This agreement was reached following discussions under the auspices of the Teachers Conciliation Council (comprising representatives of the managerial authorities of schools, the teacher unions and the Departments of Education and Science and of Finance) and with the assistance of an independent facilitator.
- 1.2 Employers are advised and reminded that where an employer is seeking Oireachtas funding for a contract in excess of its approved allocation, the express approval of the Department must be obtained and each case will be considered on its merits.
- 1.3 This circular letter contains, in consolidated form, the terms of the most recent and all previous agreements in relation to implementation of the Protection of Employees (Fixed Term Work) Act 2003 and consequently all previous circulars (PPT14/05, 0010/2006, 0046/2006, and 0124/2006) are hereby superseded.
- 1.4 Employers are also advised that cognisance should be taken of other relevant employment legislation – including the Unfair Dismissals Acts - in dealing with issues arising from this Circular Letter.
- 1.5 Interpretation of the terms of this circular, where necessary, is a matter to be decided under the auspices of the Teachers Conciliation Council. Any difficulties arising should be brought to the attention of the appropriate representative organisation for the purpose of clarification. The terms of this circular will be open to review in light of experience and precedent developments elsewhere.
- 1.6 For the purpose of this circular, the following terms shall have the meaning assigned to them here:

“Act” refers to the Protection of Employees (Fixed Term Work) Act 2003

“approved permanent posts” refers to the number of permanent teaching posts (expressed in wholtime teacher equivalents) approved

	in the Department's letter of allocation of posts to individual employers
"CID"	refers to a contract of indefinite duration
"Department"	refers to the Department of Education and Science
"employer"	means a Vocational Education Committee and, in the case of voluntary secondary, community and comprehensive schools, a Board of Management/Manager
"employment"	refers to employment in a teaching post "Minister" refers to the Minister for Education and Science "objective condition" shall have the meaning assigned to it in section 8 of the Act - i.e. <ul style="list-style-type: none"> <li>a) Arriving at a specific date or</li> <li>b) Completing a specific task or</li> <li>c) The occurrence of a specific event</li> </ul>
"post"	refers to a teaching post, whether full time or part time, which is funded out of moneys provided by the Oireachtas.
"pro rata"	means that the salary entitlements of a part-time teacher are calculated in proportion to that of a full time teacher on an equivalent point of the common basic scale for teachers and with equivalent qualification allowances
"school year"	refers to the 12 months commencing on 1 <sup>st</sup> September in any calendar year and ending on 31 <sup>st</sup> August in the succeeding year in accordance with circular letter 38/00 (Post-Primary)
"teacher"	refers to a person registered as a teacher on a current basis by the Teaching Council and holding the qualifications, including teacher education where appropriate, suited to the purpose of the particular teaching post
"Teaching Council"	refers to the Teaching Council established under The Teaching Council Act 2001 as amended

## **2 RECRUITMENT PROCEDURES**

- 2.1** A post, which it is anticipated will be vacant for a period in excess of 26 weeks, shall be advertised and filled through a formal recruitment process using the same selection procedures and criteria as for permanent appointment.
- 2.2** It shall be the responsibility of the employer (NOT the teacher) to employ a suitable replacement for any period of absence under a fixed term contract.
- 2.3** To be eligible for recruitment to a teaching post, the teacher shall be registered by the Teaching Council and shall satisfy the recruitment policy in the relevant second-level sector as approved from time to time by the Minister.

- 2.4** An employer is obliged to select for appointment only those candidates whose qualifications are suited to the purpose of the post for which s/he is proposed. Every reasonable effort shall, therefore, be made by an employer to recruit a suitably qualified teacher.
- 2.5** In exceptional circumstances, where the employer can satisfactorily demonstrate to the Department of Education and Science that every reasonable effort has been made to recruit an appropriately qualified teacher, an unqualified person may be recruited pending the recruitment of an appropriately qualified teacher and this provision must be inserted in the terms of the contract issued to that applicant. The recruitment of an unqualified person shall be fully documented in the school records and these records shall be made available for inspection by the Department if requested. The employer shall repeat the process to recruit an appropriately qualified teacher within the period of such a contract. This provision will be reviewed prior to the commencement of Section 30 of the Teaching Council Act 2001.

### **3 FIXED TERM CONTRACT**

#### **3.1 Definition of a Fixed-term Contract**

- 3.1.1** A fixed term contract is any contract of employment, whether full-time or part-time, where the end of the contract is determined by an objective condition having been met.
- 3.1.2** In accordance with section 2 of the Act, a person who is on work placement as part of their vocational training is not an employee for the purposes of the Act.

#### **3.2 Terms of Employment**

- 3.2.1** The principle to be applied to terms of employment in respect of fixed-term teachers is that of no less favourable treatment by the employer during the period of contract than exists for a comparable permanent teacher unless objective grounds exist for doing so.
- 3.2.2** In general, the expiry of a contract, and as a consequence the termination of the employment relationship, marks the end of any obligation on the part of the employer to a teacher in respect of terms of employment.
- 3.2.3** A teacher shall be required to maintain his/her registration with the Teaching Council. Should the teacher allow his/her registration to lapse, or if s/he is removed from the register, for any reason, this shall be an objective ground for termination of the contract.
- 3.2.4** Every teacher appointed shall be subject to the normal probationary procedures for employment purposes prior to confirmation in the post. These procedures are distinct from those which may be required by the Teaching Council for the purposes of teacher registration.
- 3.2.5** A teacher engaged on a fixed term contract shall receive written terms of employment (see Terms of Employment (Information) Act 1994) within two months of the date of appointment. Both the teacher and the employer shall sign this statement. A copy of the signed statement shall be given to the teacher and the employer shall retain a signed copy on file. Each statement of terms of employment shall contain the objective conditions determining the fixed term contract.

#### **3.3 Notification of Permanent Vacancies**

- 3.3.1** Fixed-term teachers must be notified of the existence of a permanent vacancy. Management authorities should note the provisions of the Protection of Employees (Fixed-Term) Work Act, 2003 which at section 10.2 provides that the information

regarding a vacancy “*may be provided by means of a general announcement at a suitable place or undertaking or establishment*”.

- 3.3.2** The method used to bring such posts to the attention of fixed-term teachers, including those on leave of absence, shall be included in the written statement of terms of employment given to each fixed-term teacher. The methodology to be used is not prescriptive and may include use of, for example, any or all of the following:
- the employer’s website,
  - the school staff notice board,
  - individual notification by letter post (e.g. to teachers on leave of absence).

The objective is to ensure that the fixed-term teacher is notified in a timely manner of the post to be filled so as to provide the teacher with the opportunity to apply for the post should s/he wish to do so.

### **3.4 Access to Training**

**3.4.1 Continuing Professional Development (CPD):** A fixed-term teacher shall have access to CPD (incl. in-service training) on the same basis as a comparable permanent teacher. Such access shall not be confined to the days on which the fixed-term teacher would ordinarily be employed.

**3.4.2 Post Graduate Training:** A fixed term teacher shall be eligible to apply for access to Post Graduate courses in accordance with the procedures and criteria prescribed from time to time by the Minister. Payment of salary (where it applies) while attending at such courses shall not exceed the duration of the contract of the fixed term teacher.

### **3.5 Career-Breaks:**

**3.5.1** A fixed-term teacher shall have access to the career break scheme on the same basis as a permanent teacher within the relevant second level sector.

**3.5.2** A fixed term teacher’s entitlement to a career break shall cease on the expiry of the fixed-term contract and that contract not having been renewed.

**3.5.3** An employer, in refusing a career break application, shall state in writing the reason for refusal and such refusal shall be based on considerations other than the status of the employee concerned as a fixed-term employee.

### **3.6 Job Sharing:**

**3.6.1** A fixed-term teacher shall have access to the job-sharing scheme on the same basis as a comparable permanent teacher within the relevant second level sector.

**3.6.2** A fixed term teacher’s entitlement to job-sharing shall cease on the expiry of the fixed-term contract and that contract not having been renewed.

**3.6.3** An employer, in refusing a job-sharing application, shall state in writing the reason for refusal and such refusal shall be based on considerations other than the status of the employee concerned as a fixed-term employee.

### **3.7 Sick Leave:**

**3.7.1** A fixed-term teacher shall have the same entitlement to certified and uncertified sick leave as a comparable permanent teacher within the relevant second level sector.

**3.7.2** The teacher’s entitlement to sick leave, whether paid or unpaid, shall cease on the expiry of the fixed-term contract and that contract not having been renewed.

### **3.8 Maternity/Adoptive Leave:**

- 3.8.1** A fixed-term teacher shall have the same entitlement to maternity/adoptive leave and, while on maternity/adoptive leave which occurs during the term of their contract, shall have the same, or pro rata in the case of a part-time teacher, entitlement to pay as a comparable permanent teacher within the same sector.
- 3.8.2** The teacher's entitlement to paid maternity/adoptive leave shall cease on the expiry of the fixed-term contract and that contract not having been renewed.
- 3.8.3** Where the fixed-term contract is renewed by a succeeding contract, maternity/adoptive leave shall continue, as shall the entitlement to pay, up to the limit imposed under the maternity/adoptive leave scheme or the expiry of the succeeding contract, whichever is the sooner.

### **3.9 Other Leave:**

- 3.9.1** A fixed-term teacher shall have the same entitlement as a comparable permanent teacher to the arrangements for the following categories of leave within the relevant post-primary sector:
- (i) **Parental Leave**
  - (ii) **Paternity Leave**
  - (iii) **Force Majeure Leave**
  - (iv) **Carers Leave**
  - (v) **Compassionate Leave**
  - (vi) **Personal Days (where applicable)**

### **3.10 Renewal of Contract**

- 3.10.1** A teacher, who was recruited initially by an employer through a formal recruitment process and was suitably qualified for the original appointment, shall not be required to engage again in a formal recruitment process for reappointment by the same employer in the same or a similar teaching post on successive fixed term contracts.
- 3.10.2** A teacher shall not be offered a renewal of his/her contract where s/he has allowed his/her registration as a teacher to lapse, or where s/he has been removed from the register, for any reason and this shall be included in every contract as an objective ground for non-renewal.
- 3.10.3** An employer that proposes to renew a fixed-term contract, shall inform the fixed term teacher in writing, at the latest by the date of renewal, of the objective grounds justifying
- a) the renewal of the fixed-term contract and
  - b) the refusal to offer a contract of indefinite duration.

## **4 CONTRACT OF INDEFINITE DURATION (CID)**

### **4.1 Definition of a CID**

A person employed on a contract of indefinite duration means that the person has an expectation that, subject to the normal date of retirement in the employment, she or he will be retained in the employment and will not be dismissed without there being any good reason such as misconduct or unfitness for their position, or other compelling or unavoidable circumstances. Any dismissal shall be achieved by the application of the agreed termination arrangement for the particular sector or the application of the relevant statute, as the case may be.

## **4.2 Entitlement to a CID**

### **4.2.1 The employer shall issue a contract of indefinite duration to any member of the teaching staff who satisfies all of the following conditions;**

- (i) s/he is registered on a current basis with the Teaching Council and
- (ii) s/he is the holder of qualifications, including teacher education where appropriate to the sector and
- (iii) s/he has had in excess of 4 years continuous teaching service, under two or more successive written contracts of employment with the same employer that were paid for out of monies provided by the Oireachtas,

unless s/he is excluded by reason of one or more of the following

- (iv) s/he is covering for another teacher absent on an approved scheme of leave of absence and this was set out as an objective ground in writing in the previous contract or
- (v) the post will not be viable within a reasonable period and this was set out as an objective ground in writing in the previous contract.

### **4.2.2** Where an employer issues a CID and that CID is to be Oireachtas funded, the employer must comply with the terms and conditions of this Circular Letter.

## **4.3 Hours of the Contract of Indefinite Duration**

### **4.3.1** The hours of the CID will be those hours for which the teacher was engaged on a fixed term contract in the school year prior to the issuing of the CID (other than those hours which are for the provision of temporary cover.

## **4.4 Appeals Procedure**

### **4.4.1** An informal system for adjudication of appeals, from individual teachers against refusal to award a CID or the terms under which a CID is awarded, is set out in Circular Letter 0050/2006.

### **4.4.2** Employers, in every notification of a decision to award or to refuse a CID, shall state the closing date and time for lodgement of an appeal.

## **5 MECHANISM FOR THE ALIGNMENT OF POSTS AND AVAILABLE PERSONNEL**

### **5.1 Method of Calculation of Under/Over Quota:**

#### **5.1.1** The allocation of posts to each school/sector will continue to be determined in accordance with procedures approved from time to time by the Minister.

#### **5.1.2** For the purposes of calculating the number of serving teachers to whom there is an ongoing contractual obligation for any academic year, it is necessary to combine the number of permanent teachers with the number of CID teachers (expressed in whole-time equivalents). Based on the agreed definition of an employee on a contract of indefinite duration, those on contracts of indefinite duration have effectively the same tenure rights as a permanent teacher. The combination of permanent and contract of indefinite duration teachers will, in some instances, result in schools having a total number of teachers below, equal to or in excess of the number of approved permanent posts for the school.

**5.1.3** Where the combined number of permanent/CID teachers is equal to or in excess of the number of approved permanent posts (expressed in wholetime equivalents), no recruitment to permanent posts shall be undertaken.

**5.1.4** Where the combined number of permanent/CID teachers is less than the number of approved permanent posts (expressed in wholetime equivalents), the filling of a permanent post may arise. Where such a vacancy occurs, the employer shall apply the following options in the sequence shown to the filling of such posts:

(a) offer a CID where an existing fixed-term teacher qualifies for such in accordance with the terms of this circular; or

(b) submit the vacancy for filling by redeployment in accordance with agreed arrangements, or

(c) consider an opportunity, the qualification requirements of the post permitting, for a teacher employed on a CID in a part-time capacity to undertake additional hours up to but not exceeding full-time hours (see \* below)

These options having been exhausted, any permanent post(s) remaining unfilled shall be advertised by the employer and filled through a formal recruitment process using the standard procedures and criteria for the filling of such posts including the filling of a part-time post on a permanent basis.

\* As far as possible, employers should give consideration to requests by workers to transfer from part-time to full-time work or to increase their working time should the opportunity arise. **In doing so, as with all teaching appointments, employers must have regard to the curricular needs of the school and the qualifications required for the post.**

**5.1.5** Where the school has unassigned hours these may be offered to a part-time CID holder on a fixed term basis. A separate fixed term contract shall be offered in respect of these hours. **In doing so, as with all teaching appointments, employers must have regard to the curricular needs of the school and the qualifications required for the post.** In the event of these hours continuing for 4 years, they will be subject to assessment for a contract of indefinite duration in accordance with paragraph 4.2.

This circular and an Irish translation can be accessed on the Department's website [www.education.ie](http://www.education.ie)

Queries concerning this circular letter should be emailed to: [allocations@education.gov.ie](mailto:allocations@education.gov.ie)

Hubert Loftus  
Principal Officer

June 2009

An Roinn Oideachais agus Scileanna  
Sráid Maoilbhríde  
Baile Átha Cliath 1



Department of Education and Skills  
Marlborough Street  
Dublin 1

AN ROINN | DEPARTMENT  
OIDEACHAIS | OF EDUCATION  
AGUS SCILEANNA | AND SKILLS

Circular 64/2013

**To: The Management Authorities of Primary  
Schools**

**Reduction in the Service Qualification Requirements for Entitlement to Assessment for a  
Contract of Indefinite Duration for Teachers under Circular 82/2007**

**Purpose of Circular**

1. The purpose of this circular is to notify the managerial authorities of primary schools and teachers of the changes to the qualification period for teachers who are employed on a fixed-term basis for consideration for a contract of indefinite duration.

**Changes to the Qualification Period for Entitlement to Assessment for a Contract of Indefinite Duration.**

2. In line with the terms of the Haddington Road Agreement, teachers who are employed on a fixed-term basis are eligible for consideration for a contract of indefinite duration once they have had in excess of 3 years continuous service with the same School/Board of Management.
3. Boards of Management should now assess any member of teaching staff who, after 1 July 2013, has had in excess of 3 years continuous service with that employer, for entitlement to a contract of indefinite duration in line with section 2 of Circular 82/2007 and issue a contract of indefinite duration to any teacher who satisfies the conditions therein.
4. The terms of Circular 82/2007 remain unaltered apart from the reduction in service requirement for entitlement to assessment for a contract of indefinite duration from 4 years to 3 years.
5. Please ensure that copies of this Circular are provided to the Board of Management and its contents are brought to the attention of all teachers in your employment including those on leave of absence.
6. This Circular can be accessed on the Department's website under <http://www.education.ie>.

Alfie Barrett  
Teachers & SNA Terms and Conditions Section

18 December 2013



## **Circular 0005/2014**

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

### **Implementation of the Public Service Stability Agreement 2013 – 2016 (Haddington Road Agreement) and the Financial Emergency Measures in the Public Interest Act 2013**

#### **Teachers**

##### **Introduction**

1. The purpose of this Circular is to notify Managerial Authorities, Education and Training Boards and teachers of the changes to the salaries of all teachers and other measures to take effect from 1 July 2013. These changes arise from the Financial Emergency Measures in the Public Interest Act 2013 and the Public Service Stability Agreement 2013 – 2016 (Haddington Road Agreement), having regard to section 7 of the Act.
2. As this is a consolidated Circular, the terms of Circulars 31/2013 and 49/2013 are hereby superseded. However, where any of the measures set out below were applied to a teacher under the terms of Circulars 31/2013 and 49/2013, these measures should not be applied to the teacher for a second time by virtue of this Circular.
3. For the purposes of this Circular, salary is to be taken to mean salary inclusive of allowances in the nature of pay which are fixed periodic pensionable allowances.
4. The provisions of this Circular will apply to worksharers or part-time teachers on a pro-rata basis to their whole time equivalent comparator.

5. The payroll adjustments, including the payment of increments, necessitated by the Agreement will be implemented at the earliest possible date and with retrospective effect to 1 July 2013 (or date of appointment, if later).

### **Increments and related balancing measures**

6. The first increment due on or after 1 July 2013 will be paid as normal.
7. For teachers on salaries (inclusive of allowances in the nature of pay) below €35,000, one three-month incremental freeze will apply. This will take effect after the increment referred to in paragraph 6 above is paid. The following incremental period will be 15 months long rather than 12 months.
8. For teachers on salaries (inclusive of allowances in the nature of pay) between €35,000 and €65,000, two three-month incremental freezes will apply. This will take effect after the increment referred to in paragraph 6 above is paid. The following two incremental periods will each be 15 months long rather than 12 months.
9. For teachers on salaries (inclusive of allowances in the nature of pay) of €65,000 or greater, two six-month incremental freezes will apply. This will take effect after the increment referred to in paragraph 6 above is paid. The following two incremental periods will each be 18 months long rather than 12 months.
10. Where a teacher's salary (inclusive of allowances in the nature of pay) surpasses €35,000 during the Agreement, a second incremental freeze of three months will apply, in accordance with the arrangements for teachers on salaries between €35,000 and €65,000 outlined at paragraph 8 above.
11. If a teacher's salary (inclusive of allowances in the nature of pay) increases above €65,000 during the Agreement, the salary reduction provisions outlined at paragraphs 15 to 21 below will apply.

### **Teachers on the Final Point of the Common Basic Scale and on salaries between €35,000 and €65,000**

12. Circular 49/2013 stated that specific arrangements would apply for teachers with salaries (inclusive of allowances in the nature of pay) between €35,000 and €65,000 and who are on the final point on the Common Basic Scale or who reach the final point on the Common Basic Scale following a 15 month incremental period (as described in paragraph 8). These arrangements are as follows:
  - For teachers who reached the final point on the Common Basic Scale before or during 2013, a cash deduction of €687 will be made from net salary. This is equivalent to the net value of a half of the most recent increment.

- For teachers who reach the final point on the Common Basic Scale in 2014, a cash deduction of €458 will be made from net salary. This is equivalent to the net value of a third of the most recent increment.
  - For teachers who reach the final point on the Common Basic Scale in 2015, a cash deduction of €343 will be made from net salary. This is equivalent to the net value of a quarter of the most recent increment.
13. Deductions will be made from net salary in all cases (i.e. net of all statutory deductions including Tax and P.R.S.I., PRD etc.). Accordingly, the deductions set out in paragraph 12 above have been calculated on the gross value of the most recent increment and reduced by 62%.
14. The cash deduction will be collected from salary on a phased basis over 12 months. The deductions set out at paragraph 12 represent the total deduction required under this provision for the term of the Haddington Road Agreement (to July 2016).

### Higher Remuneration

15. In addition to the measures on increments above, there will be a reduction in pay for teachers on salary (inclusive of allowances in the nature of pay) of €65,000 or greater as follows:

<b>Annualised amount of Remuneration relevant to this Circular</b>	<b>Reduction</b>
Any amount up to €80,000	5.5% *
Any amount over €80,000 but not over €150,000	8%

\* The 5.5% reduction applies to all remuneration below €80,000, not solely the portion of remuneration which is between €65,000 and €80,000.

16. As stated at paragraph 3 above, salary for the purposes of this Circular is to be taken to mean salary inclusive of allowances in the nature of pay which are fixed periodic pensionable allowances. When calculating a teacher's salary **for the purposes of the higher remuneration reduction only**, the Supervision and Substitution allowance should not be included in the total. Please see Appendix 1 for further detail and worked examples.
17. If a teacher's salary increases above €65,000 (inclusive of allowances in the nature of pay) during the Agreement, these salary reduction provisions will apply.
18. An individual teacher's remuneration will not fall below €65,000 as a result of the application of this reduction.

19. Where a teacher is employed on less than full hours (i.e. on a part-time or jobsharing basis) and their whole-time equivalent salary (inclusive of allowances in the nature of pay which are fixed periodic pensionable allowances) is greater than €65,000, the reductions outlined in the above table will apply to their salary on a pro-rata basis.

**Restoration of Salary Reduction**

20. For teachers who have an annualised salary (inclusive of allowances in the nature of pay) of €65,000 or greater, the reduction outlined in paragraphs 15 to 19 above will be restored to the rate that they would have had, but for the salary reduction, within a maximum of 18 months of the end of the 3 year Agreement (which commenced with effect from 1 July 2013). The restoration will be in two equal phases – the first after 9 months and the second 9 months later. Specific directions in relation to this restoration will be issued by the Department closer to the time of its implementation.

**Alleviation of Multiple Impacts**

21. Alleviation measures will apply in the case of teachers who lose pensionable salary both through the higher remuneration reduction as described at paragraphs 15 to 20 above **and** the withdrawal of the Supervision and Substitution allowance under the Agreement. Please see Appendix 1 for further detail and worked examples.

**Pension-Related Deduction – Rate Adjustment:**

22. The rates for the Pension-Related Deduction will be reduced in the €15,000-€20,000 band rate to 2.5% from 5% with effect from 1 January 2014. From 1 January 2014, the rates for the PRD will be as follows:

<b>Bands and Rates</b>	
Below €15,000	Exempt
€15,000 - €20,000	2.5%
€20,000 - €60,000	10.0%
Above €60,000	10.5%

**Revised Salary Scales and Rates for Teachers who entered Teaching between 1 January 2011 and 31 January 2012 and for Post-1 February 2012 Entrants**

23. Revised incremental salary scales and hourly part-time rates for teachers who entered teaching between 1 January 2011 and 31 January 2012 as set out in Appendix 2 will apply with effect from 1 July 2013. Qualification allowances continue to be paid to this cohort of teachers, as appropriate.

24. Revised incremental salary scales and hourly part-time rates for teachers who entered teaching on or after 1 February 2012 and future entrants as set out in Appendix 3 will apply with effect from 1 July 2013. Qualification allowances are not payable to this cohort of teachers.

### **Reduction in the Service Qualification Requirements for Assessment for Entitlement to a Contract of Indefinite Duration under Circular 33/2009 and Circular 34/2009**

25. In line with the terms of the Haddington Road Agreement, teachers who are employed on a fixed-term basis are eligible for consideration for a contract of indefinite duration once they have had in excess of 3 years continuous service with the same employer (a reduction from the current requirement to have in excess of 4 years continuous service).
26. Employers should now assess any member of teaching staff who, after 1 July 2013, has had in excess of 3 years continuous service with that employer, for entitlement to a contract of indefinite duration in line with section 2 of Circular 33/2009 and section 4 of Circular 34/2009 and issue a contract of indefinite duration to any teacher who satisfies the conditions therein.
27. Where a teacher receives a contract of indefinite duration under this provision and is currently timetabled for hours in excess of that CID, these cases will be considered on a case-by-case basis. In this context, regard will be had to relevant recommendations of the Expert Group (see paragraph 29 below) on measures which can be implemented in the short term.
28. The terms of Circular 33/2009 and 34/2009 remain unaltered apart from the reduction in service requirement for entitlement to assessment for a contract of indefinite duration from 4 years to 3 years.

### **Establishment of an Expert Group on Fixed-Term and Part-Time Employment in Teaching**

29. An Expert Group is being established in January 2014 to consider and report on the level of fixed-term and part-time employment among teachers, having regard to the importance for teachers of employment stability and security and taking account of system and school needs and Teaching Council registration requirements. It is intended that this group will initially produce an interim report with recommendations on measures which can be implemented in the short term. Further communication in relation to this matter will issue as appropriate.

## **Supplementary Panel Arrangements for Redeployment of Post-Primary Teachers**

30. In line with the terms of the Haddington Road Agreement, a supplementary panel will be established for teachers who have had sustained periods of employment with more than one school/ETB over an extended period of time. The general principles to underpin this new scheme will include the designation of certain permanent vacancies to be filled from this panel having taken account of, *inter alia*, those permanent vacancies requiring to be filled by pre-existing panel arrangements, the awarding of CIDs, and the allocation of additional hours to existing CID holders. Discussions will be held with a view to introducing these arrangements for the school year 2014/15. Further communication in relation to this matter will issue as appropriate.

## **Review of Usage of the Croke Park Hours**

31. A review of the usage of the additional hours provided by teachers under the Croke Park Agreement will take place involving the Department of Education and Skills, the teacher unions and school management bodies. The review will commence in early 2014 and will conclude so that any changes agreed can be implemented in September 2014. Pending the introduction of any changes, the existing arrangements in relation to the usage of the additional hours as set out in Circular 25/2011 will continue. Further communication in relation to this matter will issue as appropriate.

## **Alleviation arrangements regarding posts of responsibility in schools**

32. The Haddington Road Agreement provides that, in the context of the ongoing moratorium on filling posts of responsibility in schools, the alleviation arrangements which previously applied will be operated on an annual basis for the duration of the Agreement. These arrangements are set out in Circular 4/2014.

## **Pensions**

33. A teacher who retires on or before 31 August 2014 will have his or her superannuation benefits calculated by reference to the pay scales and pensionable allowances applying to him/her on 30 June 2013.
34. Where a teacher retires on or before 31 August 2014 on a pension greater than €32,500 that pension will be subject to the Public Service Pension Reduction (PSPR) as provided for in the Financial Emergency Measures in the Public Interest Act 2013 which is effective on and from 1 July 2013.
35. Information on the PSPR provisions in the 2013 Act may be viewed on the website of the Department of Public Expenditure and Reform at: <http://per.gov.ie/faqs-on-haddington-road-agreement-2/>

### **Circulation and Queries**

36. Please ensure that copies of this Circular are provided to all members of the Board of Management/ Education and Training Board and its contents are brought to the attention of all teachers in your employment including those on approved paid or unpaid leave.
37. This Circular can be accessed on the Department's website under <http://www.education.ie>.
38. Queries in relation to this Circular should be addressed to: [hraqueries@education.gov.ie](mailto:hraqueries@education.gov.ie)

Philip Crosby  
External Staff Relations  
20 January 2014

Padraig Maloney  
Payroll Division  
20 January 2014

## **APPENDIX 1**

### **HIGHER REMUNERATION – ALLEVIATION OF MULTIPLE IMPACTS**

#### **Step 1**

Calculate the teacher's current full gross salary, including all fixed periodic pensionable allowances apart from the Supervision and Substitution allowance, where that is paid to the teacher. It should be noted that the Supervision and Substitution allowance has been discontinued with effect from the commencement of the 2013/14 school year.

If the teacher's gross salary is less than € 65,000 following this calculation, the reductions under the Financial Emergency Measures in the Public Interest Act 2013/ Haddington Road Agreement will not apply. If the teacher's gross salary equals or exceeds € 65,000, the reductions will apply and will be calculated in accordance with the steps below.

Where a person is employed on less than full hours then a calculation should be made to see whether their whole-time equivalent salary is greater than € 65,000. In the event that their whole-time equivalent salary is greater than € 65,000 then the reductions should be applied to their salary on a pro-rata basis.

#### **Step 2**

Apply a 5.5% reduction to all of the teacher's salary which is below € 80,000.

#### **Step 3**

Calculate the portion of the teacher's salary which exceeds € 80,000 and apply an 8% reduction to that portion.

#### **Step 4**

Combine the figures from Steps 2 and 3.

#### **Step 5**

Reduce the figure arrived at through Step 4 by the amount of the Supervision and Substitution allowance applicable to the cohort to which the teacher belongs i.e. reduce the figure by € 1,769 for teachers paid on the pre-1 January 2011 entrant payscale and by € 1,592 for teachers paid on the post-1 January 2011 entrant or post-1 February 2012 entrant payscales.

The resulting figure is the total annual salary reduction applicable to that teacher.

#### **Step 6**

The teacher's new annual salary is the gross salary (calculated in Step 1) minus the total annual salary reduction (calculated in Step 5). Where this would result in the teacher's salary being reduced to a figure below € 65,000, the full reduction is not applied and the teacher's new annual salary is € 65,000.

### **Step 7**

This calculation should be re-done whenever an event occurs that would affect the teacher's salary eg. achieving an increment, changes to allowance entitlements or on promotion.

### **Step 8**

It should be remembered that for teachers on salaries of €65,000 or greater, the reduction will be restored to the rate that they would have had, but for the salary reduction, within a maximum of 18 months of the end of the 3 year Agreement (which commenced on 1 July 2013) in two equal phases.

### Worked Example 1:

#### **Step 1**

In this example, the teacher's full current gross salary is € 85,664 (comprising of Point 25 of the pre-2011 entrant Common Basic Scale plus Honours Degree allowance plus a Category 7 Principal allowance). The teacher also receives the Supervision and Substitution allowance of €1,769, but this is disregarded for the purposes of this calculation.

As the teacher's gross salary exceeds € 65,000, the reductions under the Financial Emergency Measures in the Public Interest Act 2013/ Haddington Road Agreement will apply.

#### **Step 2**

The portion of salary which should receive the 5.5% cut is € 80,000. This results in a reduction of € 4,400.

#### **Step 3**

The portion of salary which exceeds € 80,000 is € 5,664. The 8% cut should therefore be applied to € 5,664. This results in a reduction of € 453.

#### **Step 4**

Combining € 4,400 and € 453 gives € 4,853.

#### **Step 5**

Reducing € 4,853 by € 1,769 gives € 3,084. The total annual salary reduction applicable to this teacher is therefore € 3,084

#### **Step 6**

The teacher's new annual salary with effect from 1 July 2013 is € 82,580 (equates to € 85,664 minus € 3,084). It should be noted that the Supervision and Substitution allowance will be discontinued with effect from the commencement of the 2013/14 school year.

## Worked Example 2:

### **Step 1**

In this example, the teacher's full current gross salary is € 65,247 (comprising of Point 16 of the pre-2011 entrant Common Basic Scale plus Honours HDip allowance plus Masters Degree allowance plus an Assistant Principal allowance). The teacher does not currently carry out supervision duties and does not receive a supervision and substitution payment.

As the teacher's gross salary exceeds € 65,000, the reductions under the Financial Emergency Measures in the Public Interest Act 2013/ Haddington Road Agreement will apply.

### **Step 2**

As the teacher's salary does not exceed € 80,000, the portion of salary which should receive the 5.5% cut is € 65,247. This results in a reduction of € 3,589.

### **Step 3**

Reducing € 3,589 by € 1,769. The total annual salary reduction applicable to this teacher would normally be € 1,820. However, as application of a € 1,820 reduction would bring the teacher's salary below € 65,000, the salary is reduced to € 65,000 only. The teacher's new annual salary with effect from 1 July 2013 is € 65,000.

## **APPENDIX 2**

- (a) Revised incremental salary scales for teachers who entered teaching between 1 January 2011 and 31 January 2012, to apply with effect from 1 July 2013. Qualification allowances continue to be paid to this cohort of teachers as appropriate.

<b>Point</b>	<b>1/1/2011 Revised scale from 1 July 2013</b>
<b>1</b>	27,814
<b>2</b>	28,775
<b>3</b>	30,702
<b>4</b>	31,924
<b>5</b>	33,168
<b>6</b>	34,136
<b>7</b>	36,576
<b>8</b>	37,795
<b>9</b>	39,251
<b>10</b>	40,700
<b>11</b>	42,160
<b>12</b>	43,380
<b>13</b>	44,996
<b>14</b>	44,996
<b>15</b>	44,996
<b>16</b>	47,225
<b>17</b>	47,225
<b>18</b>	47,225
<b>19</b>	47,225
<b>20</b>	50,170

<b>21</b>	50,170
<b>22</b>	50,170
<b>23</b>	53,423
<b>24</b>	54,339
<b>25</b>	55,514

- (b) Revised hourly rates for part-time and substitute teachers who entered teaching between 1 January 2011 and 31 January 2012, to apply with effect from 1 July 2013:

	<b>1/1/2011</b> <b>Revised rate from 1 July 2013</b>
Hourly rate post-primary (casual qualified)  (includes 22% holiday pay)	41.13
Hourly rate post-primary (unqualified)  (includes 8% holiday pay)	36.76

### **APPENDIX 3**

- (a) Revised incremental salary scales for teachers who entered teaching on or after 1 February 2012 and future entrants, to apply with effect from 1 July 2013. Qualification allowances are not payable to this cohort of teachers.

<b>Point</b>	<b>1/2/2012 Revised scale from 1 July 2013</b>
<b>1</b>	30,702
<b>2</b>	33,168
<b>3</b>	33,950
<b>4</b>	36,576
<b>5</b>	37,795
<b>6</b>	39,251
<b>7</b>	40,700
<b>8</b>	42,160
<b>9</b>	43,380
<b>10</b>	44,996
<b>11</b>	44,996
<b>12</b>	44,996
<b>13</b>	47,225
<b>14</b>	47,225
<b>15</b>	47,225
<b>16</b>	47,225
<b>17</b>	50,170
<b>18</b>	50,170
<b>19</b>	50,170
<b>20</b>	50,170

<b>21</b>	53,423
<b>22</b>	53,423
<b>23</b>	53,423
<b>24</b>	58,765
<b>25</b>	59,940

- (b) Revised hourly rates for part-time and substitute teachers who entered teaching on or after 1 February 2012 and future entrants, to apply with effect from 1 July 2013:

	<b>1/1/2011 Revised rate from 1 July 2013</b>
Hourly rate post-primary (casual qualified)  (includes 22% holiday pay)	40.17
Hourly rate post-primary (unqualified)  (includes 8% holiday pay)	36.76

## **APPENDIX 4**

### **REDEPLOYMENT DOCUMENTS AT POST PRIMARY**

- |   |  |       |
|---|--|-------|
| 1 | Redeployment scheme for teachers surplus to requirements other than in situations of school closure              | p. 60 |
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## **CIRCULAR 25/2011 - APPENDIX 2**

### **Redeployment scheme for teachers surplus to requirements other than in situations of school closure**

A procedure in relation to redeployment of post primary teachers, surplus to requirements in school closure situations, was agreed under the provisions of the Towards 2016 agreement. The scheme set out in this document will apply to permanent/C.I.D. post primary teachers surplus to requirements in situations other than school closure. It will also apply to other persons employed as teachers in a permanent/ C.I.D. capacity and who are surplus to requirements.

#### **Appointment of Director**

1. Following consultation with the parties, the Minister will appoint Directors/ Assistant Directors (as appropriate) of the Redeployment Scheme who will be charged with implementing the scheme in accordance with the terms of this agreement and having regard to practical implementation issues. Each management body and teacher union may appoint an advisor/advisors to the Directors/ Assistant Directors. These advisors will be available to the Directors/ Assistant Directors for consultation purposes at their discretion and will assist in the identification of issues of a practical or logistical nature.

#### **Notification of Vacancies**

2. All recognised second level schools, or where appropriate their respective VECs, where required by the terms of the scheme, must notify all applicable vacancies in the school to the Director of the Redeployment Scheme. It shall be a condition of the subsequent filling of such a vacancy that it was notified to the Director as soon as it arises and as part of this process. No appointment shall be made without the express written authority of the Director.

3. The applicable vacancies for the purposes of the Redeployment Scheme are all permanent and temporary vacancies in whole or part posts, save where such posts cannot be deemed a vacancy by operation of law. In such event, the school should nonetheless notify the Director of the vacancy and stipulate the legal impediment to its being filled from the redeployment panel. In the operation of the scheme, the Director will have regard to the practicalities of filling short term vacancies by redeployment.

4. In the case of each post or part of a post coming within the scope of the Redeployment Scheme, the school authority, or VEC as appropriate, will identify the reason for the proposed appointment and indicate its subject/programme preferences for the filling of the post. The Director may require a school or VEC to disclose any further information he/she considers necessary for the effective operation of the scheme.

## Identification of Surplus Teachers

5. An excess teacher situation arises when a school/VEC has in its employment one or more teachers in excess of its allocation subject to that surplus position representing more than 1% of the overall allocation of that school/VEC. The allocation figure for this purpose is the allocation on 31 December of the year prior to redeployment adjusted by policy decisions on the Pupil-Teacher Ratio and other teaching posts. Where in the case of a VEC, the surplus is distributed across a number of schools, the Director will have regard to any inequities arising from that fact in arriving at a view as to the required level of redeployment.

6. A school/VEC in a surplus teacher situation is obliged to make a return to the Director of the Redeployment Scheme, identifying the teacher(s) to be redeployed. The method for determining the teacher(s) to be redeployed will be as follows:

- In the first instance the school/VEC will ascertain if there is a member of its existing staff who wishes to be considered for redeployment on a voluntary basis. An expression of such interest in voluntary redeployment will specify the geographic area to which the teacher in question wishes to be redeployed. The Board of Management/ VEC for its part must also indicate its capacity to release the teacher in question without replacement and consent to the application.
- Where a school/VEC identifies a teacher for voluntary redeployment it will, in addition, follow the procedures set out in paragraph 7 below and identify a teacher for compulsory redeployment. In the event that it does not prove possible to redeploy the teacher who is the subject of the voluntary application, then the Director will proceed to redeploy the teacher nominated on foot of the procedures set out in paragraph 7 below.

7. A school/VEC in a surplus teacher situation will follow the following procedure to identify the teacher who shall be nominated to the Director for redeployment.

- In the first instance the school/VEC will consider the position of the most junior teacher and form a view as to whether the school/VEC could cope with the loss of that teacher from within its existing approved resources. If the conclusion is in the affirmative then that teacher will be nominated to the Director for purposes of redeployment.
- Pending a review next year, the parties have agreed that seniority for the purposes of this scheme will be determined on the following basis:
  - (a) Voluntary Secondary Schools - in accordance with paragraph D in Appendix Two of Circular PPT 29/02,
  - (b) VEC Schools - in accordance with the principles set out in the internal teacher Transfer Agreement of March 1999,

(c) Community and Comprehensive Schools - in accordance with Circular PPT 07/02.

- In the event that the school concludes that it is not possible to cope without the most junior teacher then it will review the position of the second most junior teacher in a like manner to that set out above. It will then move on to review the position of each teacher in reverse order of seniority until such time as it reaches a nominee whose redeployment can be coped with from within existing resources.
- The teacher(s) nominated for redeployment will be provided with a statement by the school setting out the basis for its decision and why, given the curricular needs of the school, that person was nominated rather than those more junior.

8. Where a school/VEC is in a surplus teacher situation it is obliged, in all circumstances, to provide a nomination (or nominations if warranted by the level of surplus) to the Director.

9. The procedure set out above must be followed until such time as the surplus position of the school/VEC is below one post or 1% of its overall allocation (whichever be the greater).

10. In submitting details of the nominee for redeployment to the Director it will be open to the teacher so nominated to set out, in a form to be provided, details of where he/she considers that the process and procedures set out in this agreement were not complied with. The Director will consider these concerns and satisfy himself/herself that the process and procedures were followed in a correct manner.

11. Where a school/VEC is of the opinion that its surplus position is strictly short-term or transient by reference to its historical and projected enrolment, it will be open to it to present its evidence for this opinion to the Director. Where the Director is satisfied that the surplus is strictly transient and will not endure, he/she may, at his/her discretion, defer a decision in relation to redeployment.

### **Redeployment of Teachers**

12. The Director will draw up a panel of teachers to be redeployed.

13. In all cases the Director may assign a teacher to a school within a maximum radius of 50 kilometres from his/her existing school or where the teacher so requests from his/her place of residence. In the event that a teacher falls to be redeployed for a second or subsequent time, s/he will be given the option of choosing either his/her current school, previous school(s) or place of residence for the purposes of the operation of the scheme.

14. The Director will, to the greatest extent possible, seek to match a surplus teacher to a vacancy having regard to the curricular needs of the school and that surplus teacher's qualifications and previous teaching experience.

15. In the case of a teacher within the Community and Comprehensive School sector, the Director will assign that teacher to that post which, in the opinion of the Director, is most appropriate having regard to:

- the curricular needs of the school
- the teacher's preference where more than one post exists
- the desirability to take account of a teacher's prior teaching experience and qualifications
- travelling time for the teacher
- any other factor deemed relevant by the Director

16. (a) In the case of a teacher within the Voluntary Secondary School sector, the Director will, in the first instance and where practicable, assign that teacher to that post in the Voluntary Secondary School sector which is most appropriate having regard to:

- the curricular needs of the school
- the teacher's preference where more than one post exists
- the desirability to take account of a teacher's prior teaching experience and previous schools
- travelling time for the teacher
- any other factor deemed relevant by the Director

(b) In the event that, in the opinion of the Director, no such post exists in the Voluntary Secondary School sector, then the Director will assign the teacher to a post in the Community and Comprehensive School sector or the Vocational Education Committee sector having regard to:

- the curricular needs of the school
- the teacher's preference where more than one post exists
- the desirability to take account of a teacher's prior teaching experience and previous schools
- travelling time for the teacher
- any other factor deemed relevant by the Director

17. (a) In the case of teacher within the Vocational Education Committee sector, and in the event of a suitable vacancy not being available within that particular VEC scheme in the first instance the Director will, where practicable, assign the teacher to that post in the Vocational Education Committee sector which is most appropriate having regard to:

- the curricular needs of the school
- the teacher's preference where more than one post exists
- the desirability to take account of a teacher's prior teaching experience and previous schools
- travelling time for the teacher
- any other factor deemed relevant by the Director

(b) In the event that, in the opinion of the Director, no such post exists in the Vocational Education Committee sector, then the Director will assign the teacher to a post in the Community and Comprehensive School sector or the Voluntary Secondary School sector having regard to:

- the curricular needs of the school
- the teacher's preference where more than one post exists
- the desirability to take account of a teacher's prior teaching experience and previous schools
- travelling time for the teacher
- any other factor deemed relevant by the Director

18. Having due regard to the sequencing arrangements and other factors outlined in this document, where the Director cannot readily match a teacher to a post, he/she may, at his/her absolute discretion, assign the teacher to that school whose curricular needs, in the opinion of the Director, most closely match the teacher's qualifications and teaching experience. Where in consequence of a redeployment decision a school has a residual curricular need it is open to that school to apply through the curricular concession process in the normal way.

19. The Director will satisfy him/herself that the teacher being redeployed will respect the ethos of the school to which he/she is being assigned and the teacher will agree to respect the ethos of the school in question.

20. The assignments made by the Director will be binding on all parties and the teacher will become a member of the teaching staff of the receiving school and an employee of the board of management or VEC as appropriate, and, subject to the terms of paragraph 21, be governed by the terms and conditions applicable to that sector.

21. Teachers redeployed in consequence of these arrangements will transfer their reckonable teaching service for promotion purposes in the previous school to the receiving school and this service will be reckonable for promotion purposes in the receiving school. This is subject to one exception that a teacher being redeployed from a voluntary secondary school to a receiving voluntary secondary school will not transfer reckonable teaching service for promotion purposes.

22. All post-holders will retain their posts of responsibility allowance on a personal basis on redeployment. Post-holders will be required to carry out in-school management duties in the receiving school in line with the needs of that school.

23. It will be open to the parties at the behest of a redeployed teacher or a receiving school to seek a review of a redeployment decision by the Director by 31 March of the year after redeployment took place. In conducting this review the Director will consider the extent to which the terms of the scheme were met and any other relevant factors raised by the parties. The Director may at his/her absolute discretion either confirm the original redeployment or put in place a revised redeployment within the terms of the scheme.

24. Where on foot of the operation of this scheme, a surplus teacher is redeployed into a temporary post and falls to be redeployed a second or subsequent time, the Director will make every possible effort to ensure that the subsequent redeployment is to a permanent post.

### **Miscellaneous**

25. It will be an objective of the operation of this scheme that it be operated pragmatically having regard to practical implementation and logistical issues. It will be a further objective of this scheme that in any given year it will be finalised by 31 May so as to facilitate the filling of vacancies. This aspect will be reviewed for future years with a view to achieving improved timelines.

26. In the course of discussions leading up to this agreement, the parties identified that there are situations where teachers in schools not in a surplus teacher position might wish to transfer on a voluntary basis to another area of the country. It is acknowledged that such voluntary movement, if provided for, could in some cases assist the operation of redeployment. Accordingly it is agreed between the parties that further discussions will take place in Autumn 2011 with a view to having a pilot scheme in operation as soon as is practicable.

## **Redeployment Scheme for Post Primary Qualified Teachers Surplus to Requirements in Consequence of School Closure**

### **Context**

Under the terms of *Towards 2016* the parties have recognised that the effective use of resources is essential for the provision of high quality public services and that in relation to how teachers are allocated to schools effective and efficient arrangements for the redeployment of teachers are essential to deal with situations where teachers are surplus to the requirements of individual schools. In that context the parties agreed to enter into discussions to agree new arrangements in relation to the redeployment of teachers so that the arrangements can operate in respect of the 2007/2008 school year.

The parties subsequently agreed that discussions as set out in *Towards 2016* would take place in a sequenced manner and that the first issue to be discussed are the arrangements that will apply in the case of school closure. The parties were particularly mindful that a number of schools were due to close in 2006/2007. It was agreed that the first set of discussions are without prejudice to the subsequent discussions.

### **The Agreement**

The following arrangements have been agreed by the parties in relation to all recognised second level schools and will apply to qualified permanent and CID post primary teachers who are comprehended by the Teachers Conciliation Scheme and who are surplus to requirement in consequence of school closures.

The arrangements are designed to give such teachers maximum choice and options of alternative employment provided vacancies exist. The arrangements supersede all previous agreements in relation to school closures or redeployment/transfer associated with school closure.

1 Following consultation with the parties, the Minister will appoint a Director of the Redeployment Scheme who will be charged with implementing the scheme in accordance with the terms of this agreement. Each management body and teacher union may appoint an advisor to the Director. These advisors will be available to the Director for consultation purposes at his/her discretion.

All recognised second level schools, or where appropriate their respective VECs, where required by the terms of the scheme, must notify all applicable vacancies in the school to the Director of the Redeployment Scheme. It shall be a condition of the subsequent filling of such a vacancy that it was notified to the Director as soon as it arises and as part of this process. No appointment shall be made without the express written authority of the Director.

2. The applicable vacancies for the purposes of the Redeployment Scheme are:

- All permanent vacancies in whole or part posts \*
- All new temporary vacancies (other than substitute vacancies in consequence of career breaks, secondments, job-sharing, sick leave and maternity leave) in whole or part posts
- posts which are required to be re-advertised due to the absence of a suitably qualified teacher
- temporary posts (other than substitute vacancies in consequence of career breaks, secondments, job-sharing, sick leave and maternity leave) where the post is expected to continue and where the serving teacher in that post is in their first year of service.

\* The parties will review the position of the CID holders on less than full hours in a receiving school in the context of the ongoing discussions on the implementation of the Protection of Employees (Fixed Term Work) Act 2003

3. In the case of each post or part of a post coming within the scope of the Redeployment Scheme, the school authority, or VEC as appropriate, will identify the reason for the proposed appointment and indicate its subject/programme preferences for the filling of the post. The Director may require a school or VEC to disclose any further information he/she considers necessary for the effective operation of the scheme.

4. The school authorities of schools that are closing will notify the Director of the details of those teachers who are to be redeployed to another school.

5. The Director will draw up a panel of teachers to be redeployed.

6. In all cases the Director may assign a teacher to a school within a maximum radius of 50 kilometres from his/her existing school or where the teacher so requests from his/her place of residence.

7. The Director will, to the greatest extent possible, seek to match a surplus teacher to a vacancy having regard to the curricular needs of the school and that surplus teacher's qualifications and previous teaching experience.

8. In the case of a teacher within the Community and Comprehensive School sector, the Director will assign that teacher to that post which, in the opinion of the Director, is most appropriate having regard to:

- the curricular needs of the school
- the teacher's preference where more than one post exists
- the desirability to take account of a teacher's prior teaching experience and qualifications
- travelling time for the teacher
- any other factor deemed relevant by the Director

9. (a) In the case of a teacher within the Voluntary Secondary School sector, the Director will, in the first instance and where practicable, assign that teacher to that post in the Secondary School sector which is most appropriate having regard to:

- the curricular needs of the school
- the teacher's preference where more than one post exists
- the desirability to take account of a teacher's prior teaching experience and previous schools
- travelling time for the teacher
- any other factor deemed relevant by the Director

(b) In the event that, in the opinion of the Director, no such post exists in the Voluntary Secondary School sector, then the Director will assign the teacher to a post in the Community and Comprehensive School sector or the Vocational Education Committee sector having regard to:

- the curricular needs of the school
- the teacher's preference where more than one post exists
- the desirability to take account of a teacher's prior teaching experience and previous schools
- travelling time for the teacher
- any other factor deemed relevant by the Director

10. (a) In the case of teacher within the Vocational Education Committee sector, and in the event of a suitable vacancy not being available within that particular VEC scheme in the first instance the Director will, where practicable, assign the teacher to that post in the Vocational Education Committee sector which is most appropriate having regard to:

- the curricular needs of the school
- the teacher's preference where more than one post exists
- the desirability to take account of a teacher's prior teaching experience and previous schools
- travelling time for the teacher
- any other factor deemed relevant by the Director

(b) In the event that, in the opinion of the Director, no such post exists in the Vocational Education Committee sector, then the Director will assign the teacher to a post in the Community and Comprehensive School sector or the Secondary School sector having regard to:

- the curricular needs of the school
- the teacher's preference where more than one post exists
- the desirability to take account of a teacher's prior teaching experience and previous schools
- travelling time for the teacher
- any other factor deemed relevant by the Director

11. In reaching decisions in relation to redeployment the Director will take account of the overall impact of redeployment at individual school level and the desirability of ensuring, as far as possible, that no individual school is required to absorb, either in one year or over a period of years, a disproportionately large number of redeployed teachers relative to the number of its vacancies. In addition, in any given 4 year period, the Director will ensure that no more than 50% of a school's available vacancies are filled through the redeployment scheme.

12. Having due regard to the sequencing arrangements and other factors outlined in this document, where the Director cannot readily match a teacher to a post, he/she may, at his/her absolute discretion, assign the teacher to that school whose curricular needs, in the opinion of the Director, most closely match the teacher's qualifications and teaching experience. Where in consequence of a redeployment decision a school has a residual curricular need it is open to that school to apply through the curricular concession process in the normal way.

13. The Director will satisfy him/her self that the teacher being redeployed will respect the ethos of the school to which he/she is being assigned and the teacher will agree to respect the ethos of the school in question.

14. The assignments made by the Director will be binding on all parties and the teacher will become a member of the teaching staff of the receiving school and an employee of the board of management or VEC as appropriate, and, subject to the terms of paragraph 15, be governed by the terms and conditions applicable to that sector.

15. Teachers redeployed in consequence of these arrangements will transfer their reckonable teaching service for promotion purposes in the closing school to the receiving school and this service will be reckonable for promotion purposes in the receiving school. This is subject to one exception that a teacher being redeployed from a closing voluntary secondary school to a receiving voluntary secondary school will not transfer reckonable teaching service for promotion purposes.

16. All post-holders (including Principals and Deputy Principals) will retain their posts of responsibility allowance on a personal basis on redeployment and will not impact on the receiving school's entitlements to posts of responsibility on the agreed schedule for a period of seven years. Posts at the level of Principal and Deputy Principal will not, however, fall to be filled from this scheme. Post-holders will be required to carry out in-school management duties in the receiving school in line with the needs of that school.

17. It will be open to the parties at the behest of a redeployed teacher or a receiving school to seek a review of a redeployment decision by the Director by 31<sup>st</sup> March of the year after redeployment took place. In conducting this review the Director will consider the extent to which the terms of the scheme were met and any other relevant factors raised by the parties. The Director may at his/her absolute discretion either confirm the original redeployment or put in place a revised redeployment within the terms of the scheme.

18. In the case of school closure, Strand 3 of the early retirement scheme will be available to teachers in accordance with the provisions of that scheme. This is subject to any future review or change in the terms of the early retirement scheme. In this context the parties note that the current scheme has been extended for the 2007/2008 school year.

19. The parties will endeavour to ensure that the processes of allocation and redeployment will operate in an efficient and timely manner with maximum notification of timeframes on an annual basis.

20. This scheme may be reviewed at the request of either party and is without prejudice to the outcome of further discussions required under *Towards 2016* or any successor to that agreement.