

## Contract of Indefinite Duration.

A number of queries have been received in INTO Head Office with regard to determining eligibility to CIDs (Contracts of Indefinite Duration). According to DES circulars and in accordance with the provisions of the Protection of Employees (Fixed Term Work) Act 2003 the following applies:

*Paragraph 2.2 of Des Circular 82/2007 sets out the following:*

### 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.

Therefore a fixed-term teacher becomes eligible to receive a contract of indefinite duration in circumstances where they have not received written contracts setting out the objective grounds governing the contract. These objective grounds include covering for a teacher on career break, coverings for a teacher on secondment etc. A teacher may have been employed on a fixed-term basis to teach English as an additional language – these posts are fixed-term and are not permanent posts in the system.

Many fixed-term teachers have the following clause or a similar clause in their contracts:

For the purposes of Section 8 of the Protection of Employees (Fixed Term Work) Act, 2003, the Employer affirms that it cannot offer a contract of indefinite duration and therefore the Employee is offered **this fixed term contract/this further fixed term contract (DELETE AS APPROPRIATE)** on the following objective grounds:

This contract **(DELETE THE FOLLOWING THAT ARE NOT APPROPRIATE)**

1. is required to replace an employee who is on authorised leave for a fixed term period and whose post cannot be filled on a permanent/ contract of indefinite duration basis in his/her absence  
**OR**
2. is required to facilitate a job-share arrangement for a fixed term period between two employees in the School and whose posts cannot be filled on a permanent/ contract of indefinite duration basis  
**OR**
3. Derives from the creation of a fixed term post to cater for certain pupils (e.g. special class, resource teacher for travellers, language support post etc.)

**(IF THE OBJECTIVE GROUND IS NOT CONTAINED IN THE ABOVE EXAMPLES INSERT THE CORRECT OBJECTIVE GROUND AND DELETE ALL THE EXAMPLES ABOVE)**

The Employee accepts the objective grounds and agrees that the contract offered is on a fixed term basis that cannot be offered as a contract of indefinite duration.

**Where such a clause has been inserted in the fixed-term contract (and in the renewed contract if the contract is being renewed) a teacher will not be eligible for a contract of indefinite duration.**