

## CHAPTER NINE – JOB SHARING SCHEME

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

### 1. Job Sharing Scheme

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

- a Job Sharing teacher means a teacher who is sharing a wholetime post on a 50:50 basis or a teacher who has applied to reduce their hours to 50% of a wholetime post.
- a wholetime teacher means a teacher who is contracted for 28 hours 20 minutes per week in a Primary School and 22 hours teaching per week in a Post-Primary School.

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

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

### 2. Basis of Scheme

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

2.2 There are two options for a job sharing arrangement:

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

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

### **3. Duration of Job Sharing Agreement**

- 3.1 The minimum period for which a job sharing arrangement may occur is one school year.
- 3.2 In exceptional circumstances an employer may authorise a job sharing arrangement to commence during the course of the school year and terminate not earlier than the end of that same school year.

### **4. Eligibility**

- 4.1 A teacher may apply to job share where he/she
  - a) is registered with the Teaching Council and
  - b) will have satisfactorily completed at the end of the school year in which they are applying 12 months of continuous service with the current employer and
  - c) holds a post for the following school year greater than 50% of a wholetime teacher. (i.e. 14 hours 10 minutes per week in the case of a Primary teacher or 11 hours per week teaching in the case of a Post Primary teacher).

Job sharing is not available to the following:

- d) at Primary: Principal and Home School Liaison Co-ordinator and
- e) at Post Primary: Principal, Deputy Principal and Home School Liaison Co-ordinator.
- f) teachers on secondment.

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

- 5.1 A teacher seeking to job share must submit the prescribed application form JS1, attached at [Appendix A](#) of this chapter, to the employer not later than the 1<sup>st</sup> February prior to the school year in which he/she proposes to commence/continue job sharing.
- 5.2 A teacher who wishes to extend his/her job sharing arrangement must apply for this extension on an annual basis.

- 5.3 Each application to job share shall be considered on its own merits by the employer within the context of the school's policy statement. The decision of the employer shall be final.
- 5.4 The employer who hosts (the school to which the teacher is temporarily assigned for the purposes and duration of the job sharing arrangement) the teacher availing of the inter school job sharing arrangement (primary schools only) is considered to be the employer for both job sharers for the duration of the job sharing period and the teacher should sign a Form of Agreement with the host employer.
- 5.5 A teacher on a Career Break or other approved leave of absence may apply to resume teaching duties on a job sharing basis.
- 5.6 The employer shall issue a written notice of approval or refusal, which will set out the basis of the refusal, to the teacher by 1<sup>st</sup> March at the latest.
- 5.7 Taking account of the extent of arrangements to be put in place by the employer to cater for a job sharing post, the applicant should not be permitted to withdraw his/her application after 14<sup>th</sup> April, or from once the replacement teacher's contract has been signed, whichever happens first. This should be included in the notice from the school to the teacher.
- 5.8 In exceptional circumstances if the applicant can be accommodated within the approved staffing allocation and subject to contractual arrangements, an application for withdrawal from a Job Sharing Scheme and/or an earlier return to full-time employment may be considered by the employer. However, such an application may not be considered beyond 1<sup>st</sup> November.
- 5.9 The employer must list the names of all teachers availing of job sharing arrangements on the annual change of staff form/relevant ETB system. The job sharing application must be retained in the school/ETB.
- 5.10 School hosting teachers for inter-school job sharing purposes must meet their statutory vetting obligations in accordance with The National Vetting Bureau (Children and Vulnerable Persons) Act 2012 to 2016 and relevant Department Circulars.

## **6. Duties**

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



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

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

## **7. Pay/Reckoning of Service**

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

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

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

## **8. Additional Work by Job Sharing Teacher**

8.1 Job sharing teachers may not

a) engage in any substitute teaching

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

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

## **9. Appointment of a Replacement Teacher**

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

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

## 10. Posts of Responsibility

### 10.1 *Primary*

- a) Where a primary school Deputy Principal is approved for job sharing he/she must relinquish his/her post of responsibility and the appropriate allowance for the duration of the job sharing arrangement.
- b) An Assistant Principal or a Special Duties Teacher may retain his/her post of responsibility allowance while job sharing provided the employer decides that the duties of the post can be performed in full.
- c) Where an employer decides that it is not possible for the job sharing teacher to perform the full duties of the Assistant Principal or Special Duties post an acting Assistant Principal or Special Duties Teacher may be appointed and the allowance will be shared equally between the two teachers (i.e. the acting post holder and the job sharing teacher) The allowance shall be restored to the actual post holder on resumption of fulltime duties.
- d) The acting post holder will not establish personal title to the allowance and will relinquish same when the job sharer resumes full time duties.
- e) A teacher on an inter school Job Sharing Scheme may apply for posts of responsibility arising from his/her former school but is not eligible to apply for post(s) in the school in which he/she is job sharing.
- f) If a post of responsibility allowance post holder enters into an inter school job sharing arrangement, he/she must relinquish the allowance for duration of the job sharing arrangement. An acting post holder may be appointed, subject to the need for the post being warranted.

### 10.2 *Post Primary*

- a) An Assistant Principal or a Special Duties Teacher may retain his/her post of responsibility allowance while job sharing provided the employer decides that the duties of the post can be performed in full.
- b) Where an employer decides that it is not possible for the job sharing teacher to perform the full duties of the Assistant Principal or Special Duties post, he/she shall forfeit the allowance for the duration of the arrangement. The allowance shall be restored on resumption of fulltime duties.
- c) The acting post holder will not establish personal title to the allowance and will relinquish same when the Job Sharer resumes full time duties.

### 10.3 *Primary and Post Primary*

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

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

## **11. Termination/Resumption of Duty**

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

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

## **12. Maternity Leave/Adoptive Leave**

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

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

## **13. Resignation while Job sharing**

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

## **14. Pension**

- 14.1 In accordance with the applicable Circular letters and/or other regulations, a job sharing teacher shall be eligible for superannuation benefits on the same basis as full-time staff, save that each year of service given in a job sharing capacity will reckon as six months full-time service for superannuation purposes.
- 14.2 It may be open to a job sharing teacher to purchase notional service for superannuation purposes. Further information in relation to the purchase of notional service and other pension related matters is available from the Department's website [Retirement-Pensions](#) or by contacting the relevant ETB. Any queries regarding the purchase of notional service should be submitted by email to [pensions@education.gov.ie](mailto:pensions@education.gov.ie) or the relevant ETB.

## **15. PRSI Implications**

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

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

- 16.1. Job sharing teachers in primary schools who are required to attend courses/school planning days on days they are not due to teach shall be granted leave in lieu for such days. Leave in lieu will not be granted where the teacher's attendance on such days is part of the additional hours commitment under the current Public Service Agreements.
- 16.2. Where leave in lieu is to be granted, confirmation of attendance at the course/school planning day should be submitted in writing to the employer for input via the OLCS/ relevant ETB system where appropriate. Substitution for such days is not paid by the Department/ ETB.

## **17. Re-deployment**

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



## APPENDIX A

## Application Form for Job Sharing

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

**Part 1 (A separate form must be completed by each Job Sharing applicant)**

Name	
Home Address	
Contact Telephone No.	
E-Mail Address	
PPSN	
Teaching Council Registration Number	
Length of continuous service with current employer	
In case of Fixed Term Teachers, contract end date	
School Name & Address	
School Roll Number	

**Part 2 – Options for Job sharing Arrangement**

Please indicate which Job Sharing Options you wish to apply for  
Please Tick ✓

- Application to share a wholetime post with another teacher in the same school

Name of other Teacher: \_\_\_\_\_

- Application to share a wholetime post with another teacher through an Interschool Job Sharing Arrangement (primary schools only)

Name of other Teacher: \_\_\_\_\_

Name of other School: \_\_\_\_\_

Roll No of other School: \_\_\_\_\_

- Application to share a wholetime post with a replacement teacher. (The replacement teacher to be recruited by my employer)
- Application to reduce hours of teaching that are less than wholetime hours to Job sharing hours and the school is requested to recruit a teacher for the balance of the available hours.



**Part 3 – Details of Proposed Job Sharing Arrangement**

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

*Please Tick*

- ✓

I, the undersigned:

- wish to apply for job sharing in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools – Edition 2*.
- I consent to the transfer of the personal information provided by me on this application form to the partner school involved in the proposed job sharing arrangement
- I declare that the information which I have given in this Application Form is true and accurate.

Signature of Teacher (Named in Part 1): \_\_\_\_\_

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

*Part 4 (must be completed by the Employer(s))*

*NOTE:* The following information should be noted before completion. On the basis of the information contained in Part 1 of the completed application form, Employer(s) should determine whether the teachers satisfy the eligibility criteria in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools – Edition 2*.

1. The decision to approve a Job Sharing Arrangement rests solely with the Employer (s)
2. The Employer(s) should inform the teachers of their decision in writing at the earliest possible date but no later than 1<sup>st</sup> March.
3. If the Employer(s) approves the teacher's application they should
  - (a) complete Part 4 of this application form and retain this in the host school/ETB and
  - (b) list the names of all teachers approved for job sharing on the annual change of staff form/relevant ETB system.

*Please Tick - v*

*I, the undersigned declare:*

- that I have examined and approved this Job Sharing Application.
- that the applicant meets the eligibility criteria in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools – Edition 2* and the regulations and procedures set out have been adhered to.
- that I have informed the teacher of the decision in writing.

Name: \_\_\_\_\_ (In Block Capitals)

Signature of Employer (Host School) \_\_\_\_\_

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

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

*I, the undersigned declare:*

- that I have examined and approved this Job Sharing Application.
- that the applicant meets the eligibility criteria in accordance with the scheme as set out in the *Terms & Conditions of Employment for Registered Teachers in Recognised Primary and Post Primary Schools – Edition 2* and the regulations and procedures set out have been adhered to.
- that I have informed the teacher of the decision in writing.

Name: \_\_\_\_\_ (In Block Capitals)

Signature of Employer (Other School) \_\_\_\_\_

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

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

The second signature is only required in respect of an Interschool Job Sharing Arrangement (primary schools only).