



Primary Circular: 0009/2006

## Protection of Employees (Fixed-Term Work) Act 2003 Teacher's Contract of Indefinite Duration

### To the Management Authorities of Primary Schools

I refer to the provisions of [Primary Circular 24/05](#) relating to the transitional agreement reached in respect of the Protection of Employees (Fixed Term Work) Act 2003.

The agreement provides that school management should identify relevant personnel comprehended by the provisions of the agreement and implement the terms of the agreement in respect of those personnel, *i.e.*,

- o *that those fixed term employees with more than 4 years successive teaching service as at 1<sup>st</sup> September 2005 and who are deemed to be qualified shall receive contracts of indefinite duration unless the employer can demonstrate:*
  - a) *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**

- b) *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 2001. Such persons (who are deemed to be qualified) shall automatically receive contracts of indefinite duration.*

In that regard please find attached a copy of the agreed contract of indefinite duration which should now be offered to those personnel who satisfy the criteria governing the award of a contract of indefinite duration. It has also been agreed that decisions regarding the granting of such contracts should be made and communicated to the staff member/s concerned within four weeks of the issue of this circular.

School management are also advised that details of all commitments arising from the implementation of the terms of the transitional agreement will be sought by the Department in order that teaching records may be updated. In this regard a form will issue shortly to facilitate this.

School management are again reminded that the provisions of the Protection of Employees (Fixed Term Work) Act 2003 should be adhered to on the occasion of the award of a fixed term contract and any renewal of such a contract.

Management authorities are requested to bring the contents of this circular to the attention of the teaching staff.

This circular may also be accessed on the Department of Education & Science website at [www.education.ie](http://www.education.ie) under Education Personnel/Primary/Circulars and Information Booklets.

Johnny Bracken  
Principal Officer  
January, 2006.

<b>Contract of Employment Teacher's Contract of Indefinite Duration Primary Sector</b>
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**1. Parties:**

**Employee:**

**Employer:**

**2. Title of Post: Qualified teacher on a contract of indefinite duration**

**3. Nature of Position**

The purpose of the contract is to teach the assigned number of hours each week over the course of the full school year.

**4. Hours of Work**

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/academic year prior to the issuing of the CID (other than those hours which are for the provision of temporary cover and unless varied by the terms of Circular Letter Primary 24/05).

**5. Meaning to be given to 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 arrangements for the particular sector or the application of the relevant statute, as the case may be (as per the Transitional Agreement of September 2005 – Circular Letter Primary 24/05).

**6. Duties**

To carry out the professional duties appropriate to a permanent wholetime teacher in so far as they relate to the contracted teaching and non-teaching duties.

## **7. In-service training**

The arrangements for training and professional development will be on the same basis as for permanent wholetime teachers.

## **8. Travel and Subsistence Allowances.**

Travelling and subsistence allowance will be paid in respect of necessary journeys authorised by school management in accordance with the conditions laid down and at rates agreed for permanent teachers from time to time by the Minister for Education and Science.

## **9. External Work.**

The employer must be notified of all external work. Any external work engaged in by the appointee must not be such as to interfere with the fulfilling of the appointee's duties and responsibilities to the school.

The contract may also be terminated in the event that the teacher's work, when calculated in the aggregate, exceeds the limit of 48 hours for the previous relevant period as set out in Section 15 of the Organisation of Working Time Act, 1997. Any such decision to terminate the contract will be taken in accordance with appropriate procedures.

## **10. Annual Leave**

Annual leave arrangements may be granted in accordance with the conditions laid down by the Minister for Education and Science from time to time for permanent wholetime teachers.

## **11. Maternity/Adoptive/Carers /Parental/Force Majeure Leave**

Maternity/Adoptive/Carers/Parental Leave will be granted to the appointee in accordance with the arrangements authorised by the Minister for Education and Science. The provisions of the Parental Leave Act 1998 and any subsequent Acts replacing or amending that Act will apply to Force Majeure leave.

## **12. Sick leave**

Certified and uncertified sick leave may be granted in accordance with the conditions laid down for permanent teachers by the Minister or Education from time to time.

### **13. Remuneration**

The salary scale attaching to the position is the teachers' common basic scale together with appropriate allowances. Part-time teachers will be paid on a pro-rata basis. Payment will be made in arrears by direct transfer to a bank account nominated by you on a fortnightly/monthly basis.

Hours worked over and above the contracted hours will be paid in accordance with rates agreed from time to time by the Minister for Education and Science.

### **14. Collective Agreements**

These arrangements are subject to collective agreements arrived at from time to time between the teacher unions, managerial authorities of schools and the Minister for Education and Science.

### **15. Declarations and Signatures**

I have read and fully understand the foregoing Contract of Employment and I agree to abide by the terms of this contract and further warrant that all statements and representations which I have made in application for this appointment are true and correct.

**Signed :-** \_\_\_\_\_

**(on behalf of the Employer)**

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

**Signed:-** \_\_\_\_\_

**(appointee)**

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