



Circular Letter 0041/2014

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

**JOB-SHARING SCHEME
FOR
SPECIAL NEEDS ASSISTANTS
IN
RECOGNISED PRIMARY AND POST-PRIMARY SCHOOLS**

The Minister for Education and Skills directs you to implement the regulations and procedures regarding job-sharing arrangements for special needs assistants whose posts are funded by monies provided by the Oireachtas.

The regulations and procedures outlined in this circular are to be implemented by each employer with immediate effect and all special needs assistants must adhere to the terms of the attached job-sharing scheme.

Please ensure that copies of this circular are provided to all members of the Board of Management/ Education and Training Boards and its contents are brought to the attention of all special needs assistants in your employment including those on leave of absence.

This Circular can be accessed on the Department's website under www.education.ie Home – Education Staff - Breaks/ Leave – Job-Sharing.

Alfie Barrett
Teacher/SNA Terms and Conditions Division
8 May 2014

Padraig Maloney
Payroll Division
8 May 2014

Job-Sharing Scheme for Special Needs Assistants

Definitions:

For the purposes of this scheme the following terms have the meanings assigned to them here unless the context indicates otherwise:

Employer – means an Education and Training Board (ETB) for vocational schools/community colleges and a Board of Management/Manager in the case of primary, voluntary secondary, community and comprehensive schools. The Education and Training Boards or Board of Management/Manager may delegate responsibility for matters set out in this circular to the Principal of the school.

Job-Sharing Special Needs Assistant – means a wholetime special needs assistant who wishes to reduce his/her hours to 16 per week.

On Line Claims System (OLCS) – means the system for recording of absences and inputting the claims for the payment of substitute special needs assistants currently operating in primary, voluntary secondary, community and comprehensive schools.

Recognised School – means a school which is recognised by the Minister for Education and Skills in accordance with Section 10 of the Education Act 1998.

School Year – as defined by the Minister for Education and Skills from time to time – currently beginning on 1st September and ending 31st August.

The Department – means The Department of Education and Skills.

1 Purpose of the Job-Sharing Scheme

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

2 School Policy

- 2.1 Each employer shall develop and maintain a policy statement specific to the needs of the school in relation to the approval of job-sharing arrangements.
- 2.2 In drawing up this policy, the welfare and care needs of the pupils shall take precedence over all other considerations.
- 2.3 This policy shall have due regard to the capacity of the school to meet its obligations to its pupils and shall therefore apply a limit to the number of its special needs assistant that may avail of the scheme at any one time and also take into account the likely availability of a suitably qualified replacement.

3 Basis of the Scheme

- 3.1 A special needs assistant may make an application to share a whole-time post on a 50:50 basis i.e. 16 hours per week in primary and post-primary schools.
- 3.2 There are two options for a job-sharing arrangement:
- Two special needs assistants in the same school apply to job-share
 - One special needs assistant in a school applies to job-share and the employer is willing to recruit a special needs assistant for the available hours on a specified purpose (fixed term) contract.
- 3.3 It is a matter for the employer to decide the job-sharing arrangement(s) which it is prepared to endorse e.g. split week, week on - week off, mornings / afternoons only.
- 3.4 Job-sharing special needs assistants participating in the scheme in general enjoy pro-rata arrangements with their full-time colleagues in relation to pay and conditions of employment.

4 Duration of Job-Sharing Arrangement

- 4.1 The minimum period for which a job-sharing arrangement may occur is one school year i.e. commencing on 1 September and ending on 31 August each year.
- 4.2 In exceptional circumstances an employer in its sole discretion may authorise a special needs assistant to commence a job-sharing arrangement during the course of the school year and terminate not earlier than the end of that same school year.

5 Eligibility

- 5.1 A special needs assistant may apply to job-share where he/she will have satisfactorily completed at the end of the school year in which they are applying 12 months of continuous service with the current employer.

6 Operation of the Scheme

- 6.1 A special needs assistant seeking to job-share must submit the prescribed application form **JS1** attached to this circular to the employer not later than the 1st March prior to the school year in which he/she proposes to commence/continue job-sharing.
- 6.2 Job-sharing arrangements are sanctioned for a period of one school year only and a special needs assistant shall re-apply if he/she is seeking to avail of a job-sharing arrangement for a further year.
- 6.3 Each application to job-share shall be considered on its own merits by the employer within the context of the school's policy statement. The decision of the employer shall be final.
- 6.4 A special needs assistant on a career break or other approved leave of absence may apply to resume duties on a job-sharing basis.
- 6.5 The employer shall issue a written notice of approval or refusal, which will set out the basis of the refusal to the special needs assistant by 31st March at the latest.
- 6.6 Taking account of the extent of arrangements to be put in place by the employer to cater for a job-sharing post the applicant shall not be permitted to withdraw his/her application after 14th April and this shall be included in the notice from the school to the special needs assistant.
- 6.7 A copy of the approved job-sharing application should be submitted to the Non Teaching Payroll Section of the Department by 1st May. In addition, the employer must list the names of all special needs assistants availing of job-sharing arrangements on the Non Teaching Staff Appointment Position Form.
- 6.8 While this circular is applicable for the 2014/2015 school year, the closing dates stated in the circular will not apply for that school year but all such arrangements must be returned on the Non Teaching Staff Appointment Position Form due back in the Non Teaching Staff Section of Payroll Division by the 27th June 2014.

7 Duties

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

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

8 Pay/Reckoning of Service

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

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

9 Additional Work by Job-Sharing Special Needs Assistant

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

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

10 Appointment of a Replacement Special Needs Assistant

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

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

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

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

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

- 11.1 Where the post of a job-sharing special needs assistant is reduced during the term of the job-sharing arrangement, the special needs assistant who holds the

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

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

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

- 12.1 Where the post of a special needs assistant becomes surplus to the approved allocation of special needs assistant resources in the school during the term of a job-sharing arrangement, the special needs assistant who holds the post may apply for a redundancy payment under the terms of the Department circular on redundancy arrangements for special needs assistants in place on the date the post is lost from the school's allocation. It is the responsibility of the employer to ensure that the special needs assistant is informed of the loss of his/her post from the school's allocation. The period of the job-sharing arrangement will be taken into account in the calculation of any redundancy payment which may be due to the post holder.
- 12.2 This is subject to the terms of the relevant circulars governing both SNA Redundancy arrangements (currently [Circular 58/2006](#)) and SNA Supplementary Assignment Arrangements (currently [Circular 37/2013](#)) or further circulars which may amend or supersede these circulars which may be issued from time to time.
- 12.3 Where the post of a special needs assistant becomes surplus to the approved allocation of special needs assistant resources in the school during the term of a job-sharing arrangement, the replacement special needs assistant will not be entitled to a redundancy payment.

13 Termination/ Resumption of Duty

- 13.1 Employers must ensure that special needs assistants participating in the job-sharing scheme are aware that the arrangement may be terminated if it is not operating in the best interests of pupils.
- 13.2 Where an employer decides to terminate a job-sharing arrangement this must be enforced by 1st November of the year of the job-sharing contract.

- 13.3 In exceptional circumstances if the applicant can be accommodated within the approved staffing allocation and subject to contractual arrangements, an application for an earlier return to full-time employment may be considered by the employer. However a return to duty may not be considered in any circumstances beyond 1st November.
- 13.4 It is the responsibility of the employer to ensure that the Non Teaching Payroll Section of the Department is informed (in advance) of the date of termination of the employment of the special needs assistant and the replacement special needs assistant immediately in order to avoid any overpayments of salary.

14 Maternity/Adoptive Leave

- 14.1 A full time special needs assistant on maternity/adoptive leave, opting to job-share in the next school year, will be paid at the full time rate of pay up until the beginning of the next school year at which point the special needs assistant will be paid the job-sharing rate of pay for the remainder of the leave.
- 14.2 A job-sharing special needs assistant on maternity/adoptive leave, opting to return to full time duties in the next school year, will be paid at the job-sharing rate of pay up until the beginning of the next school year at which point the special needs assistant will be paid the full time rate of pay for the remainder of such leave.

15 Resignation from Post while Job-Sharing

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

16 Public Holiday Entitlements

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

17 Pension

- 17.1 A job-sharing special needs assistant shall be eligible for superannuation benefits on the same basis as full-time staff, save that each year of service given in a job-sharing capacity will reckon as six months full-time service for superannuation purposes. Pensionable salary will be based on full-time remuneration.
- 17.2 It may be open to a job-sharing special needs assistant to purchase notional service for superannuation purposes. Further information in relation to the purchase of notional service and other pension related matters is available from

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

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

18 Compliance

- 18.1 All special needs assistants /employers must adhere to the regulations and procedures set out in this circular. Failure to abide by the regulations and procedures will be dealt with under the agreed disciplinary procedures and may lead to the cessation of salary in the case of special needs assistants and/ or withdrawal of substitute cover in the case of schools.
- 18.2 All documentation relating to job-sharing arrangements must be retained by the employer with the relevant personnel records. These records may be selected for inspection by nominated Department officials. All records should correspond with the data input on the OLCS/ETB system.

19 Further Information

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

20 Review

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

Form JS1

APPLICATION FORM FOR JOB-SHARING

	1st Special Needs Assistant	2nd Special Needs Assistant (if applicable)
Name		
Home Address		
Contact Telephone No.		
E-Mail Address		
PPSN		
Length of continuous service with current employer		
School Name & Address		
School Roll Number		

Details of Proposed Job-Sharing Arrangement

1. Proposed start date of job-sharing arrangement: _____
2. Proposed duration of job-sharing: _____

Declaration by Special Needs Assistants

Please Tick - ✓

I the undersigned:

- wish to apply for job-sharing in accordance with the regulations as set out in Department Circular 0041/2014.
- I also declare that the information which I have given in this Application Form is true and accurate.

Signature of 1st Special Needs Assistant

Signature of 2nd Special Needs Assistant
(if applicable)

Date: _____

Date: _____

To be completed by the Employer

Please Tick - ✓

I the undersigned declare:

- that I have examined and approved this Job-Sharing Application.
- that the applicant(s) meet the eligibility criteria in Paragraph 5 of Department Circular 0041/2014 and the regulations and procedures set out in this circular have been adhered to.
- that I have informed the Special Needs Assistant(s) of the decision in writing.

Signature of Employer: _____

Address:

Date: _____