

## **B9 Job Share Policy**

### **1 Policy**

- 1.1 The Council recognises the potential benefits of a Job share scheme to employees and sees it as an important part of the development of work life balance for its employees.
- 1.2 The Council's Job Share policy is intended to offer a flexible approach to the recruitment and retention of suitably qualified employees.
- 1.3 The above forms the Council's policy as at November 2010, it should be noted that: -
  - the policy does not confer any contractual rights
  - the Council will retain the right to review the policy at any time. Changes may result from employee, management and trade union feedback and/or from changes in employment legislation. The Council, following consultation with recognised Trade Unions, will implement revisions and updates.
  - The policy will cease on the 1 April 2013.

### **2 Scope**

- 2.1 This policy applies to all Council employees, including Head Teachers, Teachers and Chief Officers.
- 2.2 A Chief Officer is defined as a Deputy Chief Executive, Assistant Chief Executive, Director or a designated Deputy to one of the Directors.
- 2.3 The policy excludes the Chief Executive
- 2.4 The policy is recommended for implementation by staff directly employed by schools, for example those based in Academies.

### **3 Principles**

- 3.1 Job Sharing is a form of flexible working where all the duties and responsibilities of a full time job are divided between two people with the salary and duties divided between the job sharers.
- 3.2 This Policy applies to all employees of the Council regardless of the number of hours worked per week.
- 3.3 There is no qualifying service period required to entitle an employee to apply for a Job Share.
- 3.4 No full time job can be divided without the prior consent of the current post holder.
- 3.5 All posts are considered suitable for Job Share, subject to the provisions contained in paragraphs 4.1 and 4.2 below.
- 3.6 A request to Job Share in a current job will only be unsuccessful if a decision is made by the Governing Body or Chief Officer, as appropriate, that the job is not suitable for Job Share.

### **4 Job Share Post**

- 4.1 In assessing whether a post can be adapted to a Job Share the following factors need to be considered:
  - Complexity of role
  - Level of responsibility, including supervisory and co-coordinating duties
  - Degree of involvement with pupils, parents or other employees
  - Any particular requirements for continuity
  - The ability to overcome any requirements for an overlap or handover period between job sharers.
  - Additional costs incurred
- 4.2 In Schools the decision as to whether or not a particular post can be shared is the responsibility of the Governing Body in consultation with the Head Teacher. For other jobs in the Council the decision rests with the relevant Chief Officer.
- 4.3 HR will ensure that in all job advertisements it will state that Job Sharing is welcomed, unless this is not appropriate.

## 5 Recruitment

- 5.1 A vacant job share position is recruited to in the same way as for a full time position. Each of the job sharers should be shortlisted and assessed against all of the job criteria. Whilst in some instances skills and experiences of two job sharers may complement each other, for example one partner may have more experience, job sharers should still apply separately. They may, however, choose to attach a separate additional statement in support of their joint application. Shortlisted candidates who wish to job share will be interviewed separately.
- 5.2 Where an application is received for a vacancy, termed 'open to the job share option', the normal recruitment procedure applies with any candidates selected on merit based on the selection criteria.
- 5.3 If only one of the job sharers is recruited, arrangements to re-advertise the remaining part of the job should begin and the successful candidate should be offered the job.
- 5.4 Alternative cover arrangements for the remaining hours/duties such as reallocation of duties, may be considered by the manager whilst the recruitment procedure is underway.
- 5.5 Where an existing full time employee applies for their job to be converted to job share, reasonable notice should be given so that arrangements can be made to:
  - recruit a suitable job share partner, or
  - cover the remaining hours of the job; or
  - make any necessary arrangements to maintain service delivery.

Individual circumstances surrounding the request to job share should be considered when determining reasonable notice periods.

## 6 Appointment and Job Share Agreement

- 6.1 No formal appointment should be made until a written agreement on working arrangements and allocation of duties has been reached. The agreement is between the job share partners (where two partners are being appointed at the same time) and the relevant line manager
- 6.2 The individual job share agreement should address:
  - Operational requirements and constraints
  - The type of work involved
  - The special skills, knowledge and abilities of the job sharers

and must contain the following:

- Allocation of duties and distribution of work
- The split of hours between partners, which can be by a week on/week off basis; divided week; mornings/afternoons; or any other work patterns as agreed.
- The need for and length of any hand over period between partners
- Hand over recording arrangements
- Public holidays and annual leave pro-rata arrangements;
- Degree of supervision;

- 6.3 Even though job sharers may be given varied areas of work, both job sharers will have the responsibilities for the whole job. The hours and patterns proposed should not make it unlikely that another partner could be found. If one job share partner leaves, then the other's hours and arrangements etc. have to be realistic in terms of filling the other part of the job.
- 6.4 If an existing full-time employee is moving to a Job Share, then full details of the effect of the move on their pension and all other conditions should be provided before the appointment stage.
- 6.5 If following discussions no formal agreement on the individual job share can be reached, for example, split of hours, allocation of duties etc., then the post will be re- advertised.
- 6.6 If at any time a job sharer wishes to apply for promotion or a move to a full- time advertised job they shall be permitted to compete on equal terms with all other applicants.

## 7 Conditions of Service

- 7.1 Job sharers will be appointed on individual contracts of employment with the agreement forming part of the contract. Where a job is converted to job sharing at the request of the existing post holder, then an amended contract of employment will be issued. This will retain any service-linked entitlements re-calculated pro rata to the revised hours.
- 7.2 An employee with a job sharing contract should not normally be employed on a second job sharing contract at the same time.
- 7.3 Job sharers will be individually responsible to the relevant line manager for their own duties and attendance.
- 7.4 Job sharers will be paid the appropriate rate of pay for the job calculated pro rata to the actual number of hours worked. Incremental progression will be on an individual basis within the grade of the job.
- 7.5 Irregular hours, shift payments, etc., will be calculated as though the job was occupied on a full-time basis and will be divided between the job share partners pro rata to the actual hours worked.
- 7.6 Job sharers who are required to work in excess of contractual hours will be paid at the basic hourly rate for the additional hours or qualify for time off in lieu where applicable. Where hours worked are in excess of the full time equivalent, then payment will be made at the appropriate overtime rate subject to any other agreed arrangements in place.
- 7.7 All entitlements associated with length of service (e.g. sick pay entitlement, maternity leave) and annual leave and Bank Holidays will be calculated on an individual basis and applied pro rata to the hours worked.
- 7.8 There will be no compulsory requirement on a job share partner to work additional hours to cover their partner's short-time absence due to sickness or leave. If the individual agrees to work additional hours, payment will be at plain time up to the standard full time hours of the job.
- 7.9 The grading of a job share job will relate to all sharers employed against it. Any review of the grading of a job will consider the whole job and not the duties of an individual employed against part of the job.
- 7.10 Where the job carries a Vehicle Allowance, job share partners will be reimbursed on the appropriate mileage basis and/or lump sum allowance.

7.11 Pending the engagement of a job sharing partner or during long-term absence of a job share partner due to sickness or maternity leave, temporary cover arrangements will be considered as follows:

- The remaining partner may agree to work additional hours up to the total established job.
- A temporary job share partner may be appointed to cover the balance of the hours.
- Other arrangements may be made as appropriate.

If no cover arrangements are made, no adjustment will be made to the terms of the individual job share agreement without the job sharer's consent.

7.12 Any request to vary the individual job share agreement must be approved by the line manager. If the variation impacts on the job share partner, then any agreement must be in consultation with the job share partner. The amendments must be entered in writing on the job share agreement.

## **8 Loss of a Job Share Partner**

8.1 Where one job sharer leaves or obtains another position within the Council, the following procedure applies.

- Offer the remaining sharer to take up the full hours of the post. The remaining sharer may decline as a permanent arrangement but may agree to cover the whole post until the remaining hours have been recruited to. There is no obligation to agree to any changes.
- Current hours, patterns of work, handover arrangements and any other working arrangements may be reviewed to determine if any adjustments are required. No adjustment to the actual hours of work should be made without the involvement of the remaining post holder.
- The job should then be advertised internally and externally as a vacancy for a job share partner. Specific hours, days or other requirements must be included in the advert.
- If the existing job sharer recommends a partner, then the applicant will be shortlisted and interviewed in the same way as any other candidate applying to the advertisement, provided he or she meets the criteria set out in the person specification.
- If the existing sharer is not temporarily covering the full hours of the post, the Council will consider alternative arrangements to cover areas of work whilst recruiting to the remaining hours of the post.

## **9 Termination of a Job Share**

- 9.1 Governing Bodies in consultation with the Head Teacher and Chief Officers, depending on where the post is located, retain the right to terminate the Job Share agreement by giving three months notice should operational requirements change. This decision will normally be made if the changes in requirements of the job are such that job sharing would no longer be possible. In this case the job sharers will be treated as redeployees under the Council's Managing Organisational Change Policy.
- 9.2 If the decision is made to terminate a job share agreement the individual job sharers will have the right to appeal against the decision by an interview with the Chief Officer or Governing Body concerned, as applicable. They are each entitled to be accompanied by a Barnet work colleague or recognised Trade Union representative. The decision following the interview will be final.

## **10 Disputes**

- 10.1 Any disputes between job share partners or with the line manager on the operation of a job share agreement should initially be dealt with informally. If the issue cannot be resolved the Council's Grievance Procedure should be used.