

PORTFIELD SCHOOL & SATELLITE CENTRES



POLICY DOCUMENT FOR JOB SHARE



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Reviewing the Policy

This policy will be reviewed biennially in consultation with staff, parents and governors.

This policy was adopted by:

Headteacher Date

Chair of Governors Date

Job Share Policy

1. What is “job sharing?”

Traditionally, job sharing is a way of working where two people share the responsibilities of one full-time worker, each working part-time. There are two types:

- Shared responsibility – the two employees share all the responsibilities of one full-time job, each performing the full range of duties picking up where the other left off.
- Divided responsibility – the responsibilities of one full-time position are divided between two people, although they may also provide back up for each other as required. This is sometimes known as job-splitting.

2. Why is it important?

Where posts have traditionally been associated with full-time employees, job sharing may be particularly relevant. It has enabled many women (and some men) to continue in such jobs whilst spending more time caring for children, elderly or disabled relations or fulfilling other commitments. It can also be relevant to employees who wish to combine the security of employee status with the opportunity to undertake other work on a self-employed basis. It has introduced shorter working hours to professional and skilled workers and has enhanced promotion and career prospects in part-time work. As such it has been an important part of equal opportunity strategies.

3. The legal position

Current employment law does not give an automatic right to employees to job-share. However a refusal of a request for job share which is not clearly based on objective grounds may be a breach of anti-discrimination legislation.

4. Right to request flexible working

The Flexible Working Regulations 2002, effective from April 6th 2003, provides eligible employees with children under six or disabled children under eighteen with the right to request a flexible working pattern and places a duty on line management to consider the request seriously.

It should be remembered that the refusal of a request for flexible working under these Regulations does not prohibit an employee from making a claim of discrimination under relevant legislation. For instance, the refusal of such a request from a woman returning from maternity leave may be deemed to be discriminatory by a Tribunal. Contractual requirements to work full-time have been found to be indirect sex discrimination, since fewer women than men are able to comply with such requirements.

5. Requests for job-share arrangements.

It is insufficient for a Governing Body to refuse a request for job share or part time working on the grounds that it is educationally unsound or difficult to manage. Therefore, if the job share/part time work request is refused, the school must be able to demonstrate objectively that the post concerned is not available to job share/part time working.

It should also be noted that the County Council is able to refuse to meet the costs of Employment Tribunals where their advice and/or policies have been disregarded by the Governing Body.

If a full time employee wishes to apply for a job share, the Governing Body could recruit a job share partner through the normal recruitment process. Alternatively, the employee could suggest someone with whom they felt they could work in a successful partnership. In such a case, the Governing Body would still be able to interview the prospective job share partner and decide on their suitability for the post.

In the event of a vacant post being advertised, two people could apply as a joint application for the post although the Governing Body would need to assess their suitability for the post separately. Although this may be advantageous, it is not necessary for individuals to identify a job share partner before applying for a post.

6. Advantages of job share arrangements.

- It demonstrates the Governing Body's commitment to equal opportunities.
- Job sharing may reduce stress, tension and illness enabling employees to be fresher and more energetic.
- In some cases it may be possible for one job sharer to cover the sickness absence of the job share partner thus minimising disruption.
- In the case of teachers, the pupils benefit from the expertise of two teachers with different areas of expertise.
- It can reduce staff turnover and retain staff who may otherwise feel unable to continue working full time due to family pressures.
- Cover costs may be reduced since job sharers may be able to swap days.
- It can prove an alternative to early retirement for those employees in their final years of service thus retaining expertise in the classroom.

7. Disadvantages of Job Share arrangement

- Increase cost of training as both persons require training in all aspects of health & safety and teaching approaches – and both need to attend all inset days.
- Possible disruption to pupils due to different type of approach particularly where pupils with SEN require a very consistent structure e.g. pupils with autism

- Some Governing Bodies may feel that the need to pay National Insurance (NI) contributions to two teachers instead of one may increase costs to the school budget. Similarly the cost of pay roll payments is doubled.

8. Management of job share arrangements.

Job share arrangements are frequently perceived as difficult to manage and requiring a greater degree of monitoring and supervision than full time posts. This should not be the case, as the job descriptions of the two partners should specify that communication between the two is their responsibility. It is up to the job share partners to agree a system between themselves, which will ensure good communication. Supportive management is vital but it is up to the partners to ensure that the job share works.

It is not necessary to allocate specific additional time for handover since communication is part of the basic responsibilities of job sharers, as indeed it should be for all staff.

Problems in the job share should be managed in exactly the same way as problems in full time posts. Capability and disciplinary procedures apply to job sharers precisely as they do to all other employees.

9. Temporary job share arrangements.

Operating a job share arrangement does not require the job sharers contracts to be fixed term or temporary rather than permanent. The only exceptions to this would be:

- a) where the job share post is genuinely of a temporary nature e.g. to cover for maternity leave, secondment or pending a permanent appointment
- b) where a full time member of staff requests to work in a job share situation for a specified length of time before reverting back to his/her full time post. For example, an employee who has been absent on maternity leave may wish to request a temporary job share for a further 12 months after her maternity leave period has ended.

In this case, it is important that the arrangements, especially the right to return to full time work, are set out in a written agreement with the Governing Body. The job share partner would need to be employed on a fixed term basis for that length of time.

10. Administrative Arrangements

Once a job- share has been agreed (whether temporary or permanent), new contracts will need to be issued. Whilst much of the contract would consist of

standard wording, reference would need to be made to the fact that the job is being shared and any specific agreements regarding working time obligations confirmed in writing. For example, teachers on job share contracts should have written agreements regarding such circumstances as attendance at parents' evenings, staff meetings and attendance at INSET on days when they would not normally be expected to work. Agreeing these circumstances prior to the job share commencing and confirming the arrangements in the contracts of employment will help to avoid future disputes.

The contract should specify the allocation of specific duties and responsibilities between the partners with a broadly similar level of responsibility for each.

The contract should also include an undertaking that where one partner is absent, the other will not be expected to undertake the full range of additional duties and responsibilities of the absent partner. However, where the partner is available and wishes to undertake the cover for the absent partner, he/she should receive payment for the additional hours/days worked at the appropriate rate.

The contract should set out the conditions of service such as sick pay, maternity leave, notice periods etc attached to the post. Such conditions should be no less favourable than those of any part-time employee of the Governing Body or Pembrokeshire County Council.

11. What happens if a job share partner leaves?

Where one job sharer leaves the post, the Governing Body should consider following the "good practice" appointments procedure detailed below.

- The remaining job share partner should be asked if he/she wished to fill the post on a full time basis or change the current arrangements if the Governing Body could accommodate the proposed changes.
- In the event of the remaining job share partner not wishing to fill the post on a fulltime basis, the job share should be advertised on the existing basis
- Where a job share appointment is not successfully made on the first advertisement, it should be re-advertised on the same basis.
- Where a job share appointment cannot be made, a decision would need to be made as to whether it would be possible to maintain the existing post as a permanent part-time post.

It is important to understand that where a job share appointment cannot be made, a decision may need to be taken to re-instate the post as a full time one. In that eventually, the remaining job share partner would then be faced with the choice of taking up the post on a full time basis or seeking other employment. If he or she is unable or unwilling to resume full time teaching, the County Council would seek to nominate the teacher for any similar vacant positions in other schools. There is no guarantee, however, that such alternative employment would be found in all cases.

12. The governing body has agreed the following in relation to job share arrangements in Portfield School.

- The Governing Body is sympathetic to job share and will consider each case individually and the needs of each class within the school
- Only a small number of job shares are appropriate for the school due to increased management issues, and the nature and needs of classes. Each request will be considered in relation to the needs of each class at the time of request.
- No job shares for classes with pupils who require consistent approach such as severely autistic.
- Only one job share per class for classes where it is deemed appropriate and does not have a negative impact on consistency of approach for pupils
- Attendance at all training to be included in contract – both staff must attend all inset days and any training appropriate on any day
- Job share will be given only on the basis of a 50% working commitment

Advice and Guidance.

Further advice and guidance on this matter is available from the Personnel Division.