

Job-share Policy & Procedure



ST CLARE

Catholic Multi Academy Trust

Adopted by St Clare Trust Board;

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1. Principles

- 1.1 St Clare CMAT wishes to build a workforce that values the diversity of its community, valuing its employees and their contribution to the organisation, regardless of the hours they work. It is therefore, an underlying principle of this policy that the work carried out by job-sharers is seen as equal to that of work carried out by 'full time' employees.
- 1.2 All requests to job-share must be considered fairly and reasonably by the school.
- 1.4 The principles set out in this policy should apply to all workers.

2. Definitions

- 2.1 Job-sharing is defined as two or more persons sharing the duties, responsibilities and hours of a full-time post. Each job-share partner has responsibility for co-ordinating work with the other partner(s) to ensure the whole job is done.
- 2.2 Job sharing is characterised by a high level of co-ordination, integration,

information sharing and linking of tasks between sharers.

- 2.3 Part-time working is where the post-holder is contracted to work less than the 'normal' full-time equivalent. Where the duties and responsibilities of a post are autonomous, the post is most likely to be part-time.

3. Legislative Framework

- 3.1. There is no legislation specifically obliging an employer to create job-share posts. However, significant case law has shown that the unjustified refusal of part-time or job-share options (particularly to women) may be construed as indirect sex discrimination.
- 3.2. The European directive on part-time work equal treatment (1997) Part-time Workers (Prevention of Less Favourable Treatment) Regulations (2001) requires employers to give people rights equal to those of full-time workers.
- 3.3. The Disability Discrimination Act (1995) makes it unlawful to treat people with disabilities less favourably on account of their disability.

4. Procedures for dealing with requests to job-share

- 4.1.1 Any employee who wishes to job-share his/her existing post should put this in writing to the CEO.
- 4.1.2. The CEO should meet with the employee to discuss how the job-share would work in practice.
- 4.1.3 Where an employee wishes consideration of a job-share immediately following maternity or adoption leave they should notify the in good time and preferably before their statutory notification of a return to work.
- 4.1.4 Where creation of a job-share post may result in changes to the work of other staff, the CEO is advised to consult with staff about the potential implications.
- 4.1.5 At this initial stage, consideration should only be given to the principle of a job-share application. Further advice should be sought from the Trust's HR Adviser.
- 4.1.6 Both the potential benefits of sharing the post and the implications for service delivery should be considered. All outcomes should be recorded and retained for a six-month period.

- 4.1.7 The employee should receive a decision, in writing, within 20 working days of the request being formally submitted. If the request is refused, the reasons should be clearly stated in the letter, referring to the right of appeal in accordance with the Trust's Grievance Procedure.
- 4.1.8 Job-share arrangements should aim to start as soon as reasonably practicable but normally no later than the commencement of the next term subject to the usual contractual notice periods.
- 4.1.9 Any request approved will be conditional on the successful appointment to the resultant work pattern vacancy.

4.2. Appeal

- 4.2.1 An employee can appeal against the CEO's decision by means of the Grievance Procedure.

4.3. Advertising

- 4.3.1 Advertisements and details of such posts will make explicit the requirements regarding the working arrangements to meet the needs of the proposed job-share.
- 4.3.2 Reasonable attempts to advertise should be made before any decision is reached that a suitable job-share partner cannot be found.
- 4.3.3 The CEO should make all reasonable efforts to ensure that the member of staff is kept informed of the various stages and of any difficulties arising with recruitment e.g. the work pattern initially advertised may not be attractive.

4.4 Shortlisting

- 4.4.1 Shortlisting of candidates will be undertaken in accordance with the Trust's policy; i.e. identifying those candidates who best meet the essential criteria in the person specification.

4.5 Interviewing

- 4.5.1 All candidates shortlisted for interview should be assessed individually on their ability to meet the criteria set out in the person specification.
- 4.5.2 Where no suitable partner has been identified and the school have advertised the position as above, the CEO should review the situation with the job-share applicant to assess whether the work can be accommodated in some other way. If all operational avenues have been explored, the CEO

should notify the employee, in writing, that the conditional 'offer' of the job-share arrangement be withdrawn.

4.6 Job-share applications for a vacant post

4.6.1 Wherever possible, any vacant post should include in the advert notice that applications will be considered from candidates applying as part of a job-share.

4.6.2 In considering an application from candidates wishing to job-share, the candidates will be assessed individually on their ability to meet the criteria set out in the person specification.

4.6.3 If shortlisted for interview, candidates who wished to job-share would sensibly be interviewed together so that the panel can explore how the job-share arrangement may work in practice. The panel may also choose to conduct parts of the interview with each candidate separately so that they can assess the candidates individually against the person specification.

5. Finalising a Job-share Appointment

5.1 The prospective job-share partners should meet together with the CEO or relevant manager (e.g. line manager) named by the CEO, and other staff where appropriate, to establish clearly defined systems, e.g. for sharing information and managing work if a partner is absent because of sickness etc.

5.2 A job-share appointment would then be finalised and the appointment formally offered to relevant parties in accordance with the appropriate terms and conditions.

6. Working Arrangements

6.1 Patterns may include splitting the week, alternating weeks, alternate days, splitting days.

6.2 The working time obligations of job-share partners should not jointly exceed those required of individual staff at the school. Job-sharers are expected to manage the workload required for the role within their job-share allocation for that role and should manage the duties and responsibilities of the role in the same way as would be expected of a single full time job holder.

6.3 Job-sharers cannot be required to work at times which are not contractually agreed in advance.

- 6.4 However, there may be occasions when it is appropriate for both job-sharers to work at the same time, for example if there is an important meeting or training session which both employees should attend. In such cases, the CEO should seek to identify appropriate recompense for the staff member which could be time off in lieu or pay.

7 Job Description

- 7.1 Work responsibilities will, in general, be shared between the job-share partners. However, there may be occasions, where the postholders' undertake specific responsibilities, e.g. particular skills or experience that has been acquired which could be diluted, in terms of the organisational benefits, if shared. Where this is the case, the partners will each receive a clear indication as to their respective responsibilities for the specific tasks outlined in the job description.

8 Pay

- 8.1 The grade/rate of pay to be applied and shared will be the grade for the particular post.
- 8.2 The rate of pay or grade of the post shall be pro-rata for each postholder for the hours worked. Commencing salary and increments will be determined in accordance with appropriate conditions of service.
- 8.3 Commencing salary points for each job-sharer will be in accordance with the normal criteria and will be settled before the share commences. Partners will not necessarily be on the same point but they will, of course, be on the same substantive grade.
- 8.4 Threshold - for teaching positions, the way in which the job responsibilities are shared should not prevent access to the threshold process.

9 Contracts

- 9.1 Contracts of employment will include specific reference to job-share conditions including the division of the working week and working time arrangements.
- 9.2 Payment of overtime, where appropriate, applies when the job-sharer has exceeded the equivalent full-time hours for their post in any one week.

10 Induction Period - Teachers

- 10.1 In view of the requirements necessary to support teaching staff during their induction period, it is not recommended that a school appoint a teacher who is required to complete the induction period, under this job-share policy.

11 Probationary Period/Appointment Support Procedure - Support Staff

- 11.1 A job-sharer whose suitability for employment is subject to the satisfactory completion of a probationary period/appointment support procedure shall be assessed in the same way as any other employee. If one partner is found to be unsuitable during the probationary period/appointment support period, the school should contact their HR adviser.

12 Flexi-time - Support Staff

- 12.1 Job-sharers are eligible to participate in any flexible-working scheme when this would normally apply to the post. The required period for the handover of work will constitute part of the job-sharers "core" work period.

13 Annual leave - Support Staff

- 13.1 Standard leave entitlement under the appropriate conditions of service will apply pro-rata to the hours worked. The ability of both job-sharers to take annual leave at the same time will be subject to the needs of the service and within the remit of the relevant conditions of service.

14. Public, statutory and fixed holidays - Support Staff

- 14.1 All public, extra statutory and concessionary holidays will be shared on a pro-rata basis in line with the relevant conditions of service. Fixed days are determined annually by the School.

15. Absence

- 15.1 Where one part of a shared post is unoccupied due to sickness, maternity or other leave, the CEO should identify in the normal way, the need to cover the absent post. This could include the opportunity for staff not employed full time to increase their hours of duty temporarily.

16 Continuous service

- 16.1 For the purposes of assessing eligibility for annual leave entitlement, sick leave, redundancy entitlement or employment protection rights, the continuous service date for each employee will be assessed separately.

17 Sick Leave

- 17.1 Conditions of service provision shall apply pro-rata to the number of hours worked and length of service. Each employee's entitlement will be assessed separately.

18 Pensions

- 18.1 Enrolment into the relevant pension scheme is automatic.

19 Training & Development

- 19.1 Training facilities will be made available to job-sharers. Access to internal or external training should not be withheld on the basis of the employee's reduced working hours.

20 Performance Management

- 20.1 Job-share partners filling posts will be assessed individually on their performance.

21 Maternity Leave

- 21.1 Employees who are on maternity leave and who wish to return on a job-share basis, must complete an application to job-share as early as possible to allow consideration of the request and recruitment to the other half of the post.

22 When a Job-share partner leave

- 22.1 If a job-share partner leaves, the line manager will review the needs of the post and if the vacancy needs to be filled will follow the normal recruitment procedure to fill the vacant hours. If the remaining job-share post holder wants to work on a full-time basis, they can apply for the remaining hours of the post with other applicants. The relevant line manager will start consulting with the remaining job-sharer as soon as they know the other job-share partner is leaving. The line manager will do all that is reasonably practical to explore alternative possibilities.
- 22.2 If a job-share partner is not found within a reasonable period, redeployment opportunities will be explored before the line manager considers ending the remaining job-sharer's contract of employment. If the contract is ended, the remaining job-sharer will be given their contractual notice period. The 'reasonable period' will vary depending on the circumstances.