

JOB SHARE PROCEDURE

1. DEFINITION

- 1.1 Job share occurs where a decision is made to share equally all the duties and responsibilities of a full-time post between 2 people.
- 1.2 The hours and division of duties and responsibilities will be jointly agreed by the department and the job sharers.
- 1.3 The final decision on the pattern of working arrangements for the job share will rest with management. No pattern of working will be agreed which would make it difficult to recruit in the event of one job sharer leaving.

2. PURPOSE OF SCHEME

- 2.1 To promote increased opportunities for individuals with caring responsibilities to take up or return to paid employment on a part-time basis. Exceptionally, health or personal/domestic reasons may prompt a request to job share and these should be sympathetically considered. Job share offers an alternative to full-time employment without reducing the variety or quality of jobs offered.
- 2.2 To maximise the skills of those employees for whom full-time work is impossible: to this end job sharers may not share more than one job, except where management agree that it is in the best interests of the service.
- 2.3 To enable employees to undertake further education or training agreed by management as relevant to the work of the department. Particular consideration will be given to requests for training from those employees who have previously been prevented from improving their knowledge and skills base by virtue of significant caring responsibilities.
- 2.4 Job sharing will not normally be agreed just to enable employees to take up non-work-related training and other paid employment/consultancy work outside the Authority. The essential purpose of the scheme is to support employment opportunities for those who can only undertake paid work on a part-time basis.

3. ADVANTAGES OF JOB SHARING

- 3.1 Jobshare can act as a recruitment and retention measure and help reduce turnover. The facility to job share can encourage women on maternity leave to continue working when they might otherwise resign.
- 3.2 Job Share may promote higher productivity and efficiency, especially where there are peaks in workload: sharers work shorter hours and therefore at higher energy levels.
- 3.3 A greater level of continuity is possible if one sharer falls sick, takes annual leave etc.

4. ESTABLISHING A JOB SHARE POST

4.1 There is a presumption that all posts (apart from those where there is a requirement to live in e.g. Housing Caretakers) are open to job sharing unless management determine that in specific circumstances this would have a serious and detrimental effect on service provision (see Management Guidelines). This could be decided at one of two stages:

- a) Recruitment: Advertisements will normally carry the logo "Job Sharers Welcome". Posts deemed not available for job sharing will state this in the advertisement. Consultation on the recruitment process gives the opportunity for discussion between management and trades unions on the requirements of the post.

Where management consider that service requirements and working patterns (e.g. shift working) mean particular types of work are not suitable for job sharing, they will identify these posts and notify their local trades unions giving reasons. As an alternative to job sharing part-time working may be offered which seeks as far as possible to reflect the breadth of duties of the full-time post.

- b) Individual request: Existing employees, including those on maternity leave, must give three months' written notice of their wish to job share. Management will give proper and reasonable consideration to the request. The request may be refused where the requirement for full-time working is deemed necessary and can be demonstrated by an analysis of the responsibilities of the job and the needs of the service.

Factors which can be used in assessing the viability of a post being suitable for Job Share include:

Can duties and responsibilities be clearly defined and divided?

Are the job responsibilities reasonably autonomous?

Can management positions be divided by client or by project?

If there is a responsibility for important decisions, what is the discretion span (i.e. would a decision confronting one sharer have to be transferred to the other)?

- 4.2 Does the job entail working with a client group where the particular risks related to vulnerable service users require that continuity be provided by one employee?

If the answer to 1, 2 and 3 is "no" it is likely that the speed and consistency of decision making could be negatively affected. In such circumstances job share arrangements may be considered potentially detrimental to effective service provision.

- 4.3 Where job sharing is refused written reasons will be provided. Appeals can be made via the Grievance Procedure up to Director level.

5. WHAT HAPPENS WHEN A SHARER LEAVES?

- 5.1 Where management intend to fill the resulting vacancy, the opportunity to work full-time will be offered to the remaining job sharer. If this offer is declined recruitment will be initiated. The remaining job sharer should be involved in any review of working arrangements.
- 5.2 The opportunity to work full-time will not be offered where there are recorded problems in relation to performance, discipline or sickness absence.

6. CONDITIONS OF SERVICE

- 6.1 Conditions of service applicable to full-time employees apply to job sharers pro rata to hours worked, with the exception of shift work and irregular hours working where the appropriate payments will be calculated according to the actual hours worked by the job sharer.
- 6.2 Entitlements for which employees qualify by length of service e.g. sick pay, long service leave are normally calculated individually and where appropriate, on a proportional basis, according to the number of hours worked.
- 6.3 Conditions of service which apply regardless of the number of hours worked such as car allowances etc. shall apply in full to job sharers.

6.4 Overtime

Overtime may be claimed for attendance at evening meetings, in accordance with existing arrangements, otherwise additional hours worked will be paid at basic rates.

6.5 Annual leave

The expectation is that job sharers will not take annual leave at the same time. Arrangements to the contrary will only be agreed in exceptional circumstances.

6.6 Bank Holidays and extra Statutory days

Statutory and locally agreed holidays to be aggregated so that sharers have the same total entitlement proportional to hours worked. Where a statutory or locally agreed holiday falls on a day usually worked these shall be taken as leave days. Where a sharer does not work on that particular holiday an alternative day's holiday shall be taken:

e.g.	Total Statutory Holidays	8
	Local Holidays	4
		<u>12</u>

Entitlement = six days each

Excess statutory or local holidays taken above this entitlement shall count against annual leave entitlement.

6.7 Car Users Allowance

Where appropriate to a post a full Car Users Allowance will apply to both post holders. Job sharers employed in a post attracting an essential car allowance will be individually eligible to apply for financial assistance by way of a car loan.

6.8 Training

Qualification and other training, approved by management which takes place on non-work days will be recognised as work for the purposes of time-off in lieu. If additional child care or other dependant expenses are incurred, these will be paid by the department.

6.9 Contracts of employment

Each partner to a job share will hold individual contracts of employment. The post holders' job title will be that given to the established post. In the case of existing staff who job share there will be a requirement to provide a new contract of employment.

6.10 Flexi Time

Where a system of flexible working hours is in operation, the application of this system to a job share arrangement should be discussed and agreed prior to the commencement of the job share.

7. RESPONSIBILITY OF JOB SHARERS

7.1 Job Sharers need to establish a direct working relationship and communicate effectively with one another so that all the duties of the post are covered in as seamless a way as possible.

7.2 Job Sharers are responsible for ensuring that handovers are carried out effectively so that both employees are able to deal with all aspects of the job when they are at work.

8. RESPONSIBILITY OF MANAGEMENT

- 8.1 Where continuity is deemed to be an essential requirement of the job share, a period of overlap between job sharers will be necessary. This period should be achieved within the normal established total hours.
- 8.2 Job Sharers should receive the same level of supervision and communication flow necessary for them to effectively do the job. It is recognised that the practicalities of delivering these may have to vary from the norm in order to accommodate the pattern of working.

MANAGEMENT GUIDELINES ON JOB SHARE PROCEDURE

1. Job sharing is a form of part-time working. In recent years the rights of part-time employees have undergone significant changes, largely as a result of European discrimination law.
2. It is now recognised that, as the overwhelming majority of part-timers are women, any unfavourable treatment of part-timers may amount to unlawful indirect sex discrimination unless it is objectively justified.
3. This council is committed through its Equal Opportunities Policy to redressing the inequality faced by disadvantaged groups and women in particular, in gaining access to fulfilling, well-paid jobs and for promotion to more senior levels. The facility to job share is an important, practical measure which translates commitment into action.
4. A woman who is refused the opportunity to job share may be able to argue that such a refusal is indirectly discriminatory unless management can produce substantial reasons showing why the work has to be done on a full-time basis. Departments need to determine at what level decisions about job sharing should be made.

Note the IT case of *Puttick v. Eastbourne Borough Council* (COIT3106/2). A clerical worker's request for a job share was refused. The employers argued that one job sharer would have to spend time updating the other; members of the public would be confused as to which worker was dealing with their case; training costs would be doubled.

IT view: No substantial reason why job sharing arrangements could not have been made. Claim of indirect sex discrimination upheld.

5. One factor in the *Puttick* case was that the job was of a clerical nature not involving any serious decision making. In the case of senior or management positions the complexity of decision making and need for continuity may constitute an objective justification: each case must be looked at within its individual context.
6. A case where an industrial tribunal found the employers' refusal justifiable was that of *Eley v. Huntleigh Diagnostics Ltd.* (EAT 1441/96). Ms Eley was the telephonist/receptionist in the sales department of a company manufacturing

medical equipment. She asked to reduce her hours of work on return from maternity leave. The employers refused on the grounds that anything other than a full-time employee filling the receptionist position would result in disruption of customer continuity and would be detrimental to the company's business. The company had a genuine need to ensure that there was only one experienced and well-informed receptionist to allocate enquiries, so that customers would deal with the same person no matter how frequently they needed to make contact.

7. In conclusion: It is not possible to give a definitive checklist for assessing a request to job share, although paragraph 4.1(b) offers advice on factors to consider. What does seem clear is that refusals based merely on reasons of administrative convenience (for management) and some increase in costs, will not suffice.

When considering requests managers must give full and proper consideration in the light of the needs of service. Where there is considered to be a genuine need for a full-time employee this needs to be objectively justifiable. Factors which were influential for an Industrial Tribunal were:

- need for continuity of contact point within a service;
- work which involves complex and serious decision making on a day-to-day basis where consistency of approach is vital to service delivery.

However: Successful job share arrangements may be feasible notwithstanding that the job is at a senior or management level, management must examine the possibility of accommodating employees' wishes on a case-by-case basis.