

JOINT NEGOTIATING COUNCIL FOR THE EDUCATION AND LIBRARY BOARDS

30 March 2007

**To: Chief Executives
Council Members
MSO/TUSO**

Joint Negotiating Council Circular No. 21 (Second Revision)

Job Sharing Scheme – Education and Library Boards

The Joint Secretaries of the Joint Negotiating Council have agreed revised Guidance on the Job Sharing arrangements. This revision takes account of recent legislative developments, namely the Employment Equality (Age Regulations) (Northern Ireland) 2006.

Paragraph 6 -

Delete: *“Priority will be given to applications from staff who wish to reduce their working hours, through job sharing, because of one of the following reasons:-*

- (a) the officer is mainly or solely responsible for the care of a child/children under school leaving age;*
- (b) the officer is mainly or solely responsible for the care of an aged or infirm relative;*
- (c) the officer has other welfare or domestic considerations which put continued full-time employment at risk;*
- (d) the officer is near retirement age (i.e., 57 or over). In these cases the individual officer should give careful consideration to possible pension implications;*
- (e) the officer has serious health problems”*

Replace with *“Applications for Job Share are considered on the merits of each individual request taking into account all relevant legislation”.*

A copy of the Guidance is attached as an appendix to this Circular.



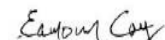
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**EDUCATION AND LIBRARY BOARDS
GUIDANCE ON JOB SHARING**

SCOPE AND PURPOSE

1. This document has been agreed by the Joint Secretaries of the Joint Negotiating Council and sets out guidance on job sharing arrangements within the Education and Library Boards.

INTRODUCTION

2. The following paragraphs outline the issues to be considered when planning job sharing arrangements.

NEW WORKING PATTERNS

3. Traditionally structured working patterns can, through their inflexibility, disadvantage staff with domestic obligations. Enabling staff to accommodate home and working life can bring benefits to both the individual and the employer. Should officers who want, or need, to work part-time because of their domestic circumstances have to resign, trained personnel with experience and expertise will be lost and individuals, through no fault of their own, will have had to give up their career. To help those who wish to reduce their hours of work, boards should consider introducing job share opportunities, including those at more senior levels, within the requirements of the work and the availability of resources.

DETERMINING POLICY

4. Consideration by boards may cover:-
 - (i) the inclusion of all grades in job sharing arrangements;
 - (ii) the resource implications of proposals. Any extra costs (including training costs) must be absorbed within existing budgets. These may arise through:-
 - (a) increased administration including supervision
 - (b) extra training
 - (c) time spent on hand-over periods
 - (d) higher employer national insurance costs contributions;
 - (iii) the effect of part-time working on the efficiency and effectiveness of the board.

APPLICATIONS

5. Applications for job sharing should be made, in writing, through line management. Applications should state the reasons why the officer wishes to reduce his/her working hours. Staff who wish to job share may be able to identify a suitable job

sharing partner and if so this should be noted in the application. In such cases both officers who wish to job share should submit an application through line management.

Every application will receive full consideration by the relevant Section and Department Heads but no guarantee can be given that an appropriate vacancy will be found.

6. Applications for Job Share are considered on the merits of each individual request taking into account all relevant legislation.

Job Sharing can also be used to allow current employees with short-term and long-term illnesses, or employees who become disabled, to keep working and provide employment opportunities for disabled people generally.

7. If an application is not to be granted, grounds to justify a refusal must be conveyed to the applicant in writing.

REGISTER

8. Boards should maintain a job sharing register. This can be of particular value where an individual applies for a job sharing post and is unable to find a partner. It will be the aim to meet requests for job sharing posts within an officer's existing employment location. Where this is not possible the board will liaise with other departments to see if they could accommodate the request.

MATCHING POSTS TO INDIVIDUAL REQUIREMENTS

9. It requires careful planning to fit the hours worked to the needs of the employee and to the board. The aim should be to offer posts which provide reasonable job satisfaction and skills suited to the employee, as well as fitting in with the requirements of colleagues in higher or lower grades. There should also be compatibility between staff who share a full-time post. This is particularly important at management level where decisions made by either partner can be mutually binding.

Arrangements to cover for job sharing officers who are absent on sick or annual leave should be organised on the same basis as for an absent full-time member of staff.

JOB SHARING WORK PATTERNS

10. Job sharing is a particular form of part-time working where two people agree to divide the duties of a full-time post between them.

Normally job sharers alternate on the basis of one of the following time splits:-

- 1 Split day - one works each morning while the other works each afternoon.
- 2 Split week - one works the first half of every week while the other works the second half.
- 3 Alternate week – one works one week while the other works the next week.

Other job sharing patterns will be considered on their merits.

TRAINING COURSES

11. Staff who are job sharing should be provided with the same opportunities for training as full-time staff. As it may not always be possible to organise courses during the officer's normal working hours the officer must show flexibility where this requires attendance on days (or part-days) he/she would not usually work.

MANAGEMENT LETTER SETTING OUT REVISED CONDITIONS OF SERVICE

12. Employees changing from full-time employment to job sharing (and vice versa) will receive a letter setting out:-
 - (a) full details of the change; and
 - (b) any revised conditions of service and employment rights.

SUPERANNUATION RIGHTS OF PART-TIME STAFF

13. It is important that staff are made aware of the implications of part-time work in relation to superannuation rights.

MONITORING

14. Boards should ensure that appropriate records are retained and reviewed annually by the Equal Opportunity Unit.

PAY

- 1.1 Pay for job sharing staff will be a proportion of the full-time rate of pay equivalent to the proportion of full-time hours worked.
- 1.2 Any excess hours worked which fall short of full-time conditioned hours of the grade are paid at plain time only or officers may be allowed time off in lieu of payment equivalent to the actual number of hours worked. Hours worked over and above the full-time conditioned hours of the grade will be paid overtime under the same conditions as the corresponding full-time staff.

INCREMENTAL PROGRESSION

2. Incremental progression will be on an individual basis. Sharers in the same post may therefore be paid at different rates of pay within the same grade.

LEAVE INCLUDING SICK LEAVE

3. All entitlements associated with length of service e.g. sick pay, annual leave, maternity leave etc. will be individually applied and calculated on a pro rata basis.

PUBLIC AND BANK HOLIDAYS

4. Job sharing staff are entitled to time off pro rata to the normal net conditioned hours.

SPECIAL LEAVE

5. Additional leave, with or without pay, may be granted in special circumstances at the discretion of the board and is subject in all cases to the exigencies of the service. The board will grant leave for days which would normally be worked according to the agreements made by the Joint Negotiating Council regarding Marriage Leave, Bereavement Leave and Paternity Leave.

SUPERANNUATION

6. Job sharers will be subject to the relevant regulations of the Northern Ireland Local Government Officers Superannuation Scheme.

Staff employed on a job share contract cannot be employed on a second job share contract at the same time.

COVER FOR JOB SHARERS

- 7.1 Where one sharer is unable to work due to illness or maternity leave the partner may be offered the opportunity to cover the hours of the absent sharer in the first instance, for which payment will be made at the normal rate.
- 7.2 If the partner is unable to cover the hours the normal procedure for the engagement of temporary staff will be used.

POSTS WHICH ARE INTERNALLY TRAWLED/ADVERTISED

8. All job sharing staff are eligible to apply, on an individual basis, for posts which are internally trawled or advertised. In doing so they must apply for the post under the conditions applicable to that post, e.g., if it is a full-time post they must be prepared to undertake the duties of the post on a full-time basis. There will be no guarantee that job share working can be afforded in a promotion position for which staff make application.

TERMINATION OF JOB SHARING ARRANGEMENT

- 9.1 Staff who were initially appointed to a full-time post who had moved to job share working and who wish to resume full-time working should notify the board in writing stating their reasons.
- 9.2 The board will make every attempt to identify a suitable post in as reasonable a time as possible having regard to the circumstances including the implications for the other job sharing partner.
- 9.3 Such requests will be considered sympathetically but **no guarantee** can be given that a suitable full-time post will be readily available. Where a request cannot be met the job sharing arrangement will continue in the meantime.
- 9.4 Where management wishes to end the job sharing arrangement for any particular member of staff the officer will be given:-
 - at least 3 months' notice of Management's intention;
 - the reasons for the cancellation of the arrangement.
- 9.5 When a job sharing partner does return to full-time employment another partner will be identified, in the first instance within the board. If a suitable partner cannot be identified within the board the vacant partnership will be trawled/advertised as appropriate.
- 9.6 Until a suitable partner is identified the remaining job sharer may continue to work under job share conditions for 6 months. In the event that another partner cannot be found the continuation of the job share arrangement will be re-assessed.