

## JOB SHARE WORKING – AGREEMENT FOR PROFESSIONAL STAFF

This document has been reviewed in the context of the University's revised internal organisational structure which will be implemented for the purposes of UPR HR05 on 1 September 2012.

(Amendments to version 01.0, UPR HR05 are shown in italics.)

The following is the text of the agreement between University management and UNISON signed on 11 October 94:

### “1 INTRODUCTION

The University as an equal opportunities employer seeks to offer a range of flexible working arrangements in order to attract and retain good staff. The University already employs staff in a variety of contracts including full-time, fractional, part-time, term-time and sessional. Job sharing is another approach to flexible working. This document outlines the arrangements agreed by the University and UNISON when a post is to be job shared.

Job sharing is a way of working where two people share one full-time post between them. Each sharer does a proportion of the work. Pay, holiday and other benefits are divided between them.

This is a voluntary arrangement freely entered into by the University and its employees with benefits to both. Job sharing can contribute to the achievement of equal opportunities and to the success of the University by

- a creating opportunities to work half-time where previously only full-time jobs and promotion opportunities were available
- b attracting to vacancies qualified and suitable applicants who for various reasons (eg study commitments; family responsibilities; disabilities) are available only for half-time work
- c offering half-time work to staff who wish to reduce their number of paid working hours without having to change jobs (eg changed care responsibilities; new professional interests; on approaching retirement)

Posts that are job shared remain established entities; they do not become part-time jobs; nor will job sharing be used to lose posts or parts of posts.

In all that follows, the general principle is that job sharers will be treated as fairly as full-time staff. Managers will be trained to ensure this policy is implemented consistently and fairly.

### 2 ELIGIBILITY

In principle all posts are open to job sharing.

Managers who consider a post unsuitable for job sharing must be able to demonstrate that the condition or requirement to work full-time is justifiable; they are advised to contact the Director of Human Resources (*or nominee*) before making a final decision to that effect either when preparing to advertise a vacancy or when responding to a request to job share from a current employee.

### 3 PROCEDURE FOR JOB SHARING

Requests for job sharing may arise in different ways eg.

- (i) as a proposal from present staff

- (ii) from applicants, internal and external, in response to a vacancy advertised as suitable for job sharing.

In order to consider requests fairly, all applications must be made in writing. In situation (i) above, managers must decide whether the post is suitable for job sharing. As this may not previously have been considered, managers are advised to discuss each request with the Director of Human Resources before making a final decision. A manager who is concerned about the number of posts already job shared should discuss this with Human Resources. If the decision is affirmative, recruitment will be carried out as in 4. If the decision is negative, a written reply with reasons must be given to the staff members and a copy given to Human Resources.

#### **4 RECRUITMENT AND SELECTION**

4.1 In situation (i) above, the employee, manager and Human Resources will agree on suitable date on which job sharing can commence. The vacant half will be advertised in accordance with the University's recruitment and selection guidelines. If no suitable partner has been found the employee will have the option to revert to full-time hours.

4.2 In 3(ii) above, applications for posts advertised as suitable for job sharing will be considered on their individual merits. Availability for employment on full-time/job share basis will not be a selection criterion. If the candidate considered most suitable following final interviews is available only on a job share basis s/he should be offered the post and the University will take steps outlined in (i) to find a suitable partner. Interview expenses will be paid whether applicants are applying as job sharers or full-time employees.

#### **5 CONDITIONS OF SERVICE**

All service conditions shall be applied in the same way as they would to a full-time appointment; payment and holidays being pro-rata to the number of hours worked. Specific conditions of service are listed below.

##### **5.1 Contract of employment**

Each partner in a job share will have an individual contract of employment. The job description issued will be that prepared for the established post with any addendum to reflect agreements at interview where overlap/continuity and/or split tasks are required.

##### **5.2 Hours of work**

The hours to be worked will be individually stated for each partner to the job share. Total hours will not exceed established post. Partners will normally be expected to work at least **16** hours every week, although the actual pattern of hours (eg **2.5** days, or mornings/afternoons) will be decided with the manager. Where continuity is determined to be essential, arrangements for changeover/overlap will be made within the normal established total hours where necessary reducing the work time span of attendance.

##### **5.3 Rate of pay**

The whole essence of job sharing is not to discriminate against job sharers and it is essential, therefore, for the full-time pay to be shared pro rata. However, where staff salary scales apply, it is usual to adopt normal salary formula for each sharer, and calculate a proportion of that salary based on the number of hours worked by that sharer. It is therefore possible that job sharers sharing the same post, and working the same number of hours will not receive the same pay.

#### 5.4 **Overtime**

Overtime payments will be made only to a sharer who exceeds a full normal working week (ie 37 or 36 depending on the Campus). Taking up the opportunity of working extra hours is a matter of choice for the job sharer and no pressure will be applied to the job sharer to do this.

#### 5.5 **Annual Leave**

Standard entitlements will apply pro-rata to that of a full-time post holder. Existing employees with protected leave entitlement will receive their protected entitlement on a pro rata basis.

#### 5.6 **Public and Extra Statutory holidays**

These will be divided between the sharers pro rata to the number of hours worked. Where the working arrangements result in a disproportionate share, administrative adjustments will be made to ensure a fair split.

#### 5.7 **Sick Pay**

The national and local conditions will apply, pro rata to those paid to a full-time post holder.

#### 5.8 **Pensions**

All prospective job sharers are advised to check what effects working less than the normal working week will have on their particular pension rights. This is particularly important for staff who are approaching retirement. Human Resources can advise prospective job sharers how to obtain the information required.

#### 5.9 **Increments**

Normal incremental progressions shall apply on a pro rata basis.

#### 5.10 **Appraisal**

Each partner will be appraised individually and in the same way as full-time employees.

#### 5.11 **Training**

Job sharers will have access to training opportunities on the same basis as full-time employees.

#### 5.12 **Promotion**

Job sharers will be able to apply for promotion in the same way as full-time employees.

#### 5.13 **Probationary Service**

A job sharer whose suitability for employment is subject to the satisfactory completion of a probationary period shall be assessed in the same way as a full-time employee. In the event of a job sharer failing the probationary assessment then the provisions in 6 shall be used.

#### 5.14 **Cover arrangements**

Where one partner is absent for an extended period eg maternity or protracted sickness leave, the other partner will be offered the opportunity of working extra hours and be paid pro-rata. Taking up the opportunity of working extra hours is a matter of choice for the job sharer and no pressure will be applied to the job sharer to do this.

5.15 **Redundancy**

Provided the job sharer has been continuously employed for at least two years, they will be entitled to redundancy pay. The amount will depend on their age, length of service and salary at the time they are made redundant.

5.16 **Grievance Procedures**

Any grievance relating to the interpretation and application of these arrangements/conditions can be raised through the University's grievance procedure.

6 **ARRANGEMENTS IF A PARTNER LEAVES**

In the event of one job sharer, for whatever reason leaving the job sharing partnership the hours of work previously undertaken by that person shall be offered to the remaining job sharer. If s/he decides not to work full-time, managers will seek to recruit another job share partner as outlined in 4.1.

If no suitable partner can be found then the remaining job sharer will be offered wherever practicable suitable redeployment in accordance with the University's Employment Policy. The post will revert to a full-time post.

7 **MONITORING**

Managers when completing details of posts to be advertised must indicate to Human Resources how it has been decided whether a post is suitable for job share or not.

All posts advertised as suitable for job sharing will be monitored by Human Resources to ensure that job share applicants and full-time applicants are treated fairly and on their individual merit.

Managers receiving a formal request to job share from an existing member of staff must, following consultation with the Director of Human Resources reply in writing and send a copy of all correspondence to Human Resources. There will be an annual review of posts opened up for job sharing and those which were refused and of the reasons. This will form the basis of a position statement on job sharing which will be included in the annual review of the University's Equal Opportunities Employment Policy presented to the *Finance and Employment Committee*.

8 **REVIEW**

The agreement will be reviewed biennially by Human Resources and the *Head of Equality Unit* and a report presented to the *Finance and Employment Committee*."

P E Waters  
Secretary and Registrar  
Signed: **13 August 2012**