



East Herts Council

Job Share Scheme

Policy Statement

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1.0 Introduction

- 1.1 The Council is committed to equality and diversity as stated in its Policy on Equal Opportunities: 'to promote equality of opportunity and fair treatment in employment and training'. To assist in this the Council will support job sharing where it is reasonable and practical to do so and where operational needs will not be adversely affected.
- 1.2 Job Sharing is defined as the sharing of a single post with the salary and conditions of service shared between two individuals on a pro-rata basis.
- 1.3 Job sharing allows employees to reduce weekly working hours without having to change job or career. The Council can also benefit from a dual input of ideas and experience plus potential improved recruitment, retention and service cover.
- 1.4 This policy sets out the criteria, process and working arrangements for Job sharing and outlines the expectations and obligations of the employees and the Council when operating the scheme.

2.0 Scope of the Procedure

- 2.1 This procedure applies to all employees of East Herts Council, including officers employed on JNC Conditions of Services for Chief Officers and Chief Executives.

3.0 Job Share Arrangements

- 3.1 A job share is where either two people voluntarily share the duties and responsibilities of one full-time position, dividing the hours between them or where a position is advertised as a job share. The full-time salary and holiday/leave time are allocated on a pro-rata basis to each of the job sharers.
- 3.2 Guidance on job share arrangements can be sought from the Human Resource department when a position becomes

vacant, or when a request to job share is received from an existing full-time employee.

3.3 All full-time positions are deemed to be potentially open to job sharing. In some instances it may also be feasible to share a part-time position (for example a 4 day week split between job sharers). However, the Council in the accordance with managerial interests, reserves the right to ensure that operational needs will not be adversely affected. Agreement to a job being shared should not be unreasonably withheld Any agreement will be made in accordance with the flexible working scheme and it can only be rejected for one of the following reasons:

- The burden of additional costs (including the need for the service to create a Job Share Allowance budget if operational needs require it).
- The detrimental effect on East Herts ability to meet service or customer demands.
- The inability to reorganise work fairly among existing staff.
- The inability to recruit a job share partner.
- The detrimental impact on quality.
- The detrimental impact on performance.
- The insufficiency of work during the periods the employee proposes to work.
- Planned structural changes.

3.4 The way in which the actual hours of a job share position are divided between the job share partners should be decided by the manager/supervisor in consultation with the job share partners, taking into account the following:

- the needs of the service, section and/or department,
- any limitations on accommodation, equipment etc.,
- any requirement for handover period or liaison time (the total hours worked by the job share partners should not exceed the normal full-time hours of the post),
- any operational requirement for job share partners to cover each other's annual leave and the service budget needed to support this.

- communication: between the job share partners, between the job share partners and their manager(s), between the job share partners and their colleagues and between the job share partners and their customers, the need to ensure consistency of approach.

3.5 The overall duties and responsibilities of the whole position will be shared between the job share partners.

3.6 A trial period and review will be appropriate for all new job shares to confirm the arrangements work for both employer and employees. Clear criteria will need to be agreed at the beginning to ensure that the effectiveness of such an arrangement can be measured. The length of the trial period should also be agreed in advance and should not exceed 6 months except in exceptional circumstances.

4.0 Creating/ Requesting a Job Share

4.1 Job Sharing can be introduced into a post in a number of ways:-

- The Council may decide a role is best suited for job share in order to accommodate the needs of the service. It will then be advertised accordingly and two separate candidates appointed on a job share basis.
- An existing employee formally applying to management for a job share arrangement to be agreed in respect of the post they occupy.
- An internal application being made by one member of staff to share a vacant post.
- A joint internal application being made by two or more existing employees as a unit to share a vacant post.
- An external application being made by a candidate to job share a post.
- A joint external application being made by two candidates as a unit to job share a post.
- Two or more separate applications being made, whether internal or external, which can be matched together to form a job share unit.

- 4.2 There may be occasions when a current employee who is employed on a full-time basis wishes to reduce their hours of work by sharing their position. Such applications to convert a full-time position to a job share position should be carefully considered in line with the employee's right to request flexible working. (Examples of possible circumstances are employees returning from maternity, paternity or adoptive leave, employees having to care for elderly relatives, employees who may, due to a disability, now wish to work on a part-time basis, or employees who may wish to spend more time on leisure interests).
- 4.3 Employees wishing to job share should apply to their manager in line with the Council's flexible working practices. The request to job share should be made in writing and the employee should address the impact of their proposal. This may include consideration of their own work load, other team members and service delivery, offering constructive suggestions about how these can be managed.
- 4.4 Two candidates may apply for a vacant post on a job share basis. Where a manager receives a joint proposal from two employees the requests will be considered separately. Each applicant will be considered on their own merits, with separate application forms and interviews, and one or both may be successful. However, it may also be appropriate to interview job share candidates together in order to discuss their joint application.
- 4.5 The manager must meet with the employee(s) within 28 days of receipt of the request and notify the employee(s) of the decision within 14 days of the meeting.
- 4.6 If one candidate is unsuccessful, the remaining hours may be offered to another suitable candidate who applied to job share or be re-advertised.
- 4.7 When a request is received from an external candidate to job share, the request should be dealt with in accordance with the Council's recruitment procedure.

5.0 Terms and Conditions

5.1 The general spirit and intention of the scheme is that all terms and conditions of employment should be applicable to job sharers on a pro-rata basis.

5.2 Contract of employment

Each partner to a job share will have an individual contract of employment

5.3 Priority Job Description

Job sharers may have exactly the same job description or it may include a section incorporating agreed split tasks. The distribution of duties and responsibilities for a job share post should be determined by the manager in consultation with the job sharers (taking account of skills and interests) and with regard to the needs of the service. However, the overall level of responsibility must always be equal.

5.4 Salary

This will be the salary grade of the post pro-rata to the hours worked with equivalent adjustments for extra hours when required (see section 6 for further information). Job sharers will not necessarily be on the same salary point within the grade. Normal incremental progression will apply.

5.5 Flexi-time

Job sharers may be able to participate in the flexi-time scheme in agreement with their manager although certain posts may only be able to operate a limited scheme or none at all subject to the needs of the business.

5.6 Annual leave, sick pay and maternity / adoption leave

These are in accordance with national and local individual conditions of service pro-rata to the hours worked.

5.7 Public holiday and statutory day entitlements

These are shared between the job sharing partners with each partner claiming 1/5th of their working week for the holiday. The remaining working days shall, in agreement with the manager:

- be equally divided between the job sharing employees or
- the employees can arrange the days between themselves, recording the hours worked in line with the Council's flexi time scheme.

5.8 Pensions

Employees considering job sharing should contact Serco for more information on the impact of job share on their pensions. The most likely impact is to reduce the rate of accumulation of service.

5.9 Office Hours

The employee shall attend their place of work on the days and times agreed with their Manager. The way in which the full-time hours are divided between the job share partners will be at the discretion of the manager to ensure that operational needs are met. However, examples of how the working week can be divided are as follows:

- Half or split days, i.e. one partner working in the morning and the other partner working in the afternoon.
- Half or split weeks i.e. One partner working the first 2.5 days (Monday to Wednesday morning) and the other partner working the remaining 2.5 days (Wednesday afternoon to Friday)
- Two days one week and three days the next i.e. With the job sharers alternating to work the extra day.
- Alternate weeks i.e. Job share partners each work one week on, one week off. This normally is on a Wednesday PM to Wednesday AM basis.

This is not an exhaustive list but merely outlines a few examples.

5.10 Ideally the job share partners should work half-time. Sometimes it may be convenient to split the hours on an unequal basis i.e. One partner working 2 days and the other partner working 3 days.

5.11 It is important to build in a period during the week or at least once per fortnight, when the two job sharers overlap

their time (without working extra hours). During the overlap period the employee shall liaise with their job sharing partner to ensure smooth and orderly transfer of duties, a note book is also recommended for each job sharer to record useful information and ongoing issues for the other.

5.12 A job sharing employee may be requested to attend the office outside their normal duty hours for such purposes as may be agreed with their manager.

5.13 **Changeover/ overlap arrangement**

Where continuity is regarded as an essential requirement of the job share, such arrangements must be achieved within the normal established total hours, subject to management discretion.

5.14 **Training**

Job sharers shall have access to training opportunities and career progression on the same basis as full-time employees.

In respect of work related training courses, job sharers will be paid only where attendance coincides with their normal working hours. However, where training takes place on a day when a job sharer does not normally work they should be allowed to accrue flexi time or time off in lieu. In certain circumstances, if the manager deems it preferential for the needs of the service for the employee not to accrue flexitime or time off in lieu, the extra hours may be paid as plain rate overtime accordance with the overtime rules.

5.15 **Notice periods**

Normal notice periods will apply in accordance with the individual's contract of employment.

6.0 **Job Share Absence Cover Recording Extra Hours and Remuneration**

6.1 **Extra Hours (up to standard 37 hour working week)**

Extra hours to cover annual leave will be paid to the employee as Job Share Allowance (this is plain time rate). Hours should be recorded as 'job share' on the relevant

claim form, signed off by the manager and returned to payroll.

If the employee prefers they may request that some or all of their extra hours are used to accrue flexitime provided the flexitime policy is adhered too. The manager will consider this request based on the needs of the service.

Any extra hours worked within the flexi-scheme should be recorded on the person's flexi sheet.

Where extra hours are outside annual leave cover, but within a 37 hour working week (for example to cover sickness or unplanned absences) it will be plain rate overtime accordance with the overtime rules or TOIL.

6.2 Extra Hours (over and above standard 37 hour working week)

Once 37 hours are exceeded in any one week subsequent hours worked will be classed as overtime, TOIL or flexitime at the discretion of the Head of Service. The overtime, TOIL or flexitime rules shall apply.

If the employee prefers they may request that some or all of these extra hours are used to accrue TOIL or flexitime provided the rules are adhered too. The manager will consider this request based on the needs of the service.

Any TOIL taken should be recorded on the adjustment panel of the flexi sheet and the Special Leave section of the Annual Leave card.

6.3 Annual Leave

An employee shall give at least 4 weeks notice in writing of an annual leave request in excess of 2 days, except as may be agreed with their manager.

Only one job-sharing partner shall have annual leave in the same period.

If it is a requirement of the service the job sharing partner shall make themselves available to cover the period of absence, subject to the following conditions:-

- given three weeks notice, the cover for absence shall be full time
- given a lesser period of notice than three weeks, the job sharing partner shall use their best endeavour to attend on a full time basis.

The extra hours worked will be paid as Job Share Allowance.

6.4 **Mutual Cover Absence**

The manager shall be contacted by at least one job sharing partner to request that mutually acceptable arrangement be made with the other job sharing partner to change duty hours. An explanation for the reason for absence and length of absence shall be given. As this is a reciprocal arrangement neither job share partner will accrue extra hours. This is subject to approval by the manager.

6.5 **Unplanned/ Emergency Absence**

The manager shall be contacted as soon as possible in accordance with the General Leave policy. In the event of the manager contacting the job sharing partner to provide cover on non-duty days, the job sharing partner shall use their best endeavours to attend.

The extra hours worked will be paid overtime. If the employee prefers the hours may, with the agreement of the manager be accrued as flexi or a retrospective mutual cover arrangement may be made.

6.6 **Sickness Absence**

The employee shall contact the manager as soon as possible to report sickness absence, in accordance with the Absence Management policy. In the event of the Manager contacting the job sharing partner to provide cover on non-duty days, the job-sharing partner shall use their best endeavours to attend.

The extra hours worked will be paid as overtime. If the employee prefers the hours may, with the agreement of the manager be accrued as flexi or a retrospective mutual cover arrangement may be made.

6.7 **Long-Term Sickness**

During the absence of a job share partner on long-term sickness the manager will determine acceptable cover based on the needs of the service. The remaining partner may be requested to consider increasing their hours to cover. The extra hours worked will be paid as overtime. Alternatively, if the job share partner does not wish to increase their working hours, a temporary job share partner may be appointed or other arrangements made as appropriate.

6.8 **Maternity Cover**

During the absence of a job-share partner on maternity leave the manager will determine acceptable cover based on the needs of the service. The vacant hours will then be advertised in accordance with the Council's recruitment procedures. The remaining job share partner may choose to apply for the hours through this process.

7.0 **Resignation**

7.1 If one job share partner leaves the following procedure should be followed:

- an assessment of the needs of the Council and service should be carried out to ascertain whether full-time coverage is required.
- the vacant half of the job share position should be advertised in accordance with the Council's recruitment procedures. The remaining job share partner may choose to apply for the hours through this process, except in situations where the role has been specifically designed as a job share and the needs of the business require two employees.
- if the remaining job share partner does not wish to apply for the hours they should use any available contacts to assist in finding a partner.
- If the required hours cannot be filled as suitable job partner cannot be found, then it may be necessary to

terminate the job share arrangement in accordance with the Council's redundancy and redeployment policy.

8.0 Policy Review and Amendment

- 8.1 This policy shall be reviewed after two years or sooner in line with legislation and best practice.