



# Job Share Policy

## BASE Academy Trust

01 September 2024

## Version Control

<b>Current version</b>	<b>Previous version</b>	<b>Summary of changes made</b>
01 Sep 24	01 Sep 13	Updated to reference Safeguarding, Disclosure and Barring Policy. Formatting of paragraphs, headings and appendices standardised.
5 Sept 17	14 Aug 16	No change

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# 1 Introduction

- 1.1 As part of BASE Academy Trust policy on equality the academy wishes to ensure that its workforce is representative of its local communities and is committed to achieving fairness and equality in employment.
- 1.2 The academy is determined that no job applicant or existing employee receives less favourable treatment on the grounds of sex, sexuality, religious belief, race, disability, age, caring status, or is disadvantaged by conditions or requirements which cannot be shown to be justifiable.
- 1.3 The academy welcomes diversity and wishes to ensure that its workforce reflects individual needs. It recognises that job sharing at all levels increases the variety and seniority of work available to people not seeking full time employment.
- 1.4 A flexible approach to working arrangements promotes the recruitment and retention of staff at all levels, thus enabling individuals to adjust their working pattern in order to respond to changes in their personal lives.
- 1.5 This policy and accompanying guidelines have been developed to support Head of School and Governors and potential job sharers (including Head of Schools).
- 1.6 The academy is positively committed to promoting job sharing within the workforce both for existing staff and new recruits.

## 2 Scope and definition

- 2.1 Job sharing is defined as the voluntary sharing of an established full time post with employees receiving pay and benefits in proportion to the hours worked.
- 2.2 Examples of how to share the working week may include;
  - morning or afternoon (some hand over, some not)
  - first half week or second half week
  - three full days or 2 full days with changeover
  - one week on then one week off
  - five mornings and one afternoon (number of hours) other person two full days and one morning or afternoon (number of hours)
  - three full days each (overlap) day
- 2.3 Arrangements must meet service needs and be practicable in operation.
- 2.4 Discretion should be used when approached by individuals who wish to share more than one post within the academy.

## 3 Recruitment and selection procedure

- 3.1 Most posts should be suitable for job share. However, if the Head of School strongly believes it would be impractical to fill the post on a job share basis, they would be

required to present their case to Governing Body and consult with the relevant trade union(s).

- 3.2 In the case where the Head of School requests to job share, they would be required to present their case to the Governing Body for consideration.
- 3.3 Examples of where job sharing would be impractical may include;
  - where clear lines of accountability and continuity of management could not be achieved for a critical area of activity
  - when accommodation is provided
  - where the job requires work being undertaken on irregular shift patterns
- 3.4 Recruitment advertisements will include the statement “we welcome applications from persons wishing to job share” where posts are open to job share. All posts will be advertised in accordance with the academys [Safeguarding, Disclosure and Barring Policy](#).
- 3.5 An offer of appointment to a full time post can normally only be made when two job sharer applicants each conduct a satisfactory interview i.e. are the best candidates.
- 3.6 If only one applicant is successful and it is considered that the duties of the post cannot be carried out indefinitely on a part filled basis the successful applicant will be offered the post, usually on a full time basis, subject to the recruitment of a job share partner within a reasonable period (normally six months).
- 3.7 If, however, it is considered that the post can be offered on a part filled basis then the successful applicant will be offered the post on a permanent basis and steps will be taken to recruit a job share partner.

Note: A part filled job share is often better than a vacant post for the duration of a recruitment campaign.

## 4 Implementing the job share policy

- 4.1 Most posts should be suitable for job share and the Job Share Policy applies to both potential employees as well as current employees who, for a variety of reasons, may need to amend their contractual hours of work to meet changing personal circumstances.
- 4.2 However a job share has come about, the other half of the post must always be filled in accordance with the academys [Safeguarding, Disclosure and Barring Policy](#).
- 4.3 Head of Schools and Line Managers need to be aware that if an employee who expresses a wish to job share is treated differently than any other applicant, allegations of discrimination under the [Sex Discrimination Act 1975](#) could arise.
- 4.4 When a current employee wishes to be considered for working on a job share basis they must complete the pro-forma attached at [Appendix A](#). This will provide the Head of School or Line Manager with an indication of the preferred hours of work and preferred work pattern.

- 4.5 Once the pro-forma has been received, the Head of School or Line Manager will need to;
- i. Arrange to meet with the individual to discuss the request to Job Share and the practical ways in which the job can be shared.
  - ii. Seriously consider the request to Job Share. If necessary, advice can be obtained from your School's HR Adviser. Start from the assumption that all posts can potentially be undertaken on a Job Share basis.
  - iii. Identify the implications of the requested revised working arrangements on service needs.
  - iv. Assess whether the requested working arrangements are practicable in operation. Satisfactory written reasons will need to be given if a request to Job Share is refused. For example, impact on teaching and learning or where there are irregular shift patterns.
  - v. Discuss with the employee possible alternative solutions e.g. a trial period, or sharing a different job if it is considered that a post is unsuitable for job share.
  - vi. Present their case to the relevant Governor, if a decision is made to refuse a request to job share. The relevant Personnel Committee Minutes need to be retained in the event of a grievance being registered.
  - vii. Provide the employee(s) with reasons if they are unable to accommodate the request to Job Share. This is to be followed up in writing using the pro-forma attached at [Appendix A](#).
  - viii. Forward a copy of the pro-forma to the academy's HR Adviser.
  - ix. Advertise the remaining part of the post in accordance with the academy's [Safeguarding, Disclosure and Barring Policy](#).

## 5 Right of appeal

- 5.1 If an employee wishes to appeal against a decision not to accommodate a request to Job Share then they have the right to lodge a grievance using the academy's [Grievance Policy](#).

## 6 Conditions of service

### Pay

- 6.1 Job sharers will be paid the appropriate rate of pay for the post, on a pro rata basis in accordance with the number of hours worked and the grade of the post.
- 6.2 Job sharers may receive different rates of pay within the scale range of the post according to qualification(s), experience or length of service.
- 6.3 Incremental progression will be on an individual basis, therefore, job sharers in the same post may be paid at different rates of pay within the same grade until the maximum of the grade is reached.
- 6.4 Any review of the grading of a post will consider the whole post and not the duties of an individual employee against part of the post.

## **Over time and time-off in lieu**

- 6.5 Payment at plain time rate will be paid for additional hours worked up to the standard working week for the post e.g. 37 hours per week.
- 6.6 Hours worked in excess of the standard working week will be paid in accordance with national and local conditions of service for overtime payments. Where applicable time off in lieu and planned overtime arrangements will be granted as per local arrangements.

## **Superannuation and pension**

- 6.7 All job sharers employed within Local Government are automatically eligible to contribute to the Local Government Superannuation Scheme or if employed within Teachers Terms and Condition the Teacher Pension Scheme will apply. If an employee wishes to opt out of the scheme they are required to confirm their intention in writing.
- 6.8 However, because job sharers work fewer hours this will mean they will pay reduced contributions into the fund and in return will receive reduced pension benefits for the period they job share.
- 6.9 Employees moving from full time work to a job share post should be advised how this will affect their long term benefits from the scheme.

Note: Job sharers should contact the Pensions team on 01204 331526 to discuss their particular circumstances.

## **Essential and casual car user**

- 6.10 Entitlement to Essential or Casual Car User Allowance will be determined according to the nature of the post. A full lump sum will be payable to each job sharer of an essential car user designated post.

## **Annual leave, special leave and bank holidays**

- 6.11 In the case of employees not employed under Teacher Terms and Conditions, the annual leave entitlement shall be as per the relevant NJC and local conditions of service and shall be calculated on a pro rata basis.
- 6.12 In the case of employees not employed under Teacher Terms and Conditions Bank and Public Holidays applicable to the post (currently eight days per annum) will be shared on a pro rata basis according to the job share split.
- 6.13 Applications for discretionary special leave will be considered on the same basis as full time employees.
- 6.14 Where more Bank Holidays fall during a Job Sharers normal working days than their pro rata Bank Holiday entitlement i.e. they would receive additional days, they will be required to offset this by an equivalent reduction in annual leave entitlement.
- 6.15 Where the number of Bank Holidays fall during a Job Sharers working time is less than their pro rata entitlement the balance will be added to annual leave.

## **Maternity, paternity, adoption and sickness leave**

- 6.16 Job Sharers shall have applied to them the provisions of either the NJC conditions of service Maternity or Paternity Scheme or Teacher conditions of service (as appropriate) in accordance with the number of hours worked.
- 6.17 Job Sharers shall have applied to them the provisions of the local conditions of service or Teacher conditions of service as appropriate in accordance with the number of hours worked.

## **Medical and hospital appointments**

- 6.18 Leave to attend appointments will be dealt with under local conditions of service as appropriate to the post.
- 6.19 If a job share applicant is entitled to the re-imbursment of interview expenses he/she will receive the full amount specified in the local conditions of service. If both satisfy the criteria both will receive the full amount specified.
- 6.20 Job sharers appointed to a post will each be entitled to the reimbursement of removal expenses in accordance with the scheme.

## **Probation period**

- 6.21 A job sharer whose suitability for employment is subject to the satisfactory completion of a probationary period shall be assessed in accordance with NJC Conditions of Service or Teacher Conditions of Service (as appropriate) in the same way as a full time employee.

## **Training**

- 6.22 Job sharers will have access to the same training opportunities as full time employees.
- 6.23 Training opportunities will be provided for job sharers in accordance with their needs as employees.
- 6.24 Where training is required by management on a day when a Job Sharer would not normally work and it is not reasonable to reallocate the working time temporarily, they will be paid at the standard rate for extra hours worked or may take time off in lieu, as appropriate to the job sharers personal circumstances and the requirements of the service.
- 6.25 In cases where special clothing or safety equipment are issued to full time employees, the equivalent provision will be made to job sharers. The replacement period will be extended on a needs basis.

## **Trade union membership**

- 6.26 Employees have the option to join any of the recognised Trade Unions, details are available from School's HR.

## **Cover arrangements**

- 6.27 In the event of short or long term sickness, annual leave, maternity, paternity or adoption leave the remaining job sharer will be given the option of providing additional



cover. Payment for additional hours worked when providing cover will be calculated in accordance with the post holder's current rate of pay.

## **Resignation**

- 6.28 If one job sharer resigns from their employment the decision to advertise the post or not will be considered by management, having regards to the needs of the academy. Once a decision to recruit has been made the remaining job sharer will be offered the opportunity to undertake the post on a full time basis.
- 6.29 If the remaining job sharer decides not to work full time the job share vacancy can then be advertised and consultation should take place with the existing job sharer in order to establish working arrangements.
- 6.30 If after a period of not less than six months, the job share vacancy remains unfilled, having been advertised on at least two occasions and it is considered the post cannot continue to operate on a part filled basis the options available, which may include redeployment and transfer to part time working, will be discussed with the remaining job sharer and their Trades Union Representative if appropriate.
- 6.31 Normal notice periods will apply.

## **Grievance and disciplinary procedure**

- 6.32 A job sharer is entitled to pursue a grievance through the normal channels open to full time employees, and is also subject to the disciplinary procedure for acts of misdemeanour.
- 6.33 Any grievance relating to the interpretation of job sharing conditions should be raised through the academy's [Grievance Policy](#).

# Request for job share by current employee

Job share request		
To be completed by the employee.		
Name		
Job Title	School	
Class or Faculty	Working Hours	
Details of preferred working pattern e.g. mornings only		
Signed		Date

Decision
To be completed by the Head of School or Line Manger.
Request for job share approved? Yes <input type="checkbox"/> No <input type="checkbox"/>
Date effective from
Date copy sent to School's HR Adviser
In unable to accommodate this job share request, please state reasons
Date of meeting with employee to confirm request not granted