

# JOB SHARE POLICY

**Date of issue:** 01/05/2020

## 1. Purpose

- 1.1 The benefits of job sharing include reduced labour turnover, increased efficiency and flexibility, greater continuity, higher productivity, wider choice of applicants, work: life balance and improved career planning.
- 1.2 As part of its commitment to foster a family-friendly work environment, The Trust will consider applications for job share.

## 2. Definitions

- 2.1 Job share is a mutual agreement whereby two people share the responsibilities of one job. Each employee is employed on a fractional contract, the terms of which will result in the pay and benefits for the job share role being divided between the two employees in proportion to the hours worked.
- 2.2 Under a job share arrangement, both people sharing the post accept joint responsibility for the whole job and the performance of that job.

## 3. General principles

- 3.1 When considering applications for job share, managers should consider arrangements for supervision, communication between the job share partners, working arrangements, continuity and if there are any additional costs to be incurred.
- 3.2 There will be some overlap in the working patterns for effective interaction, communication, co-ordination and co-operation between job share partners. Partners would need to demonstrate that they can make satisfactory arrangements for consulting each other so that the full responsibilities of the post can be discharged efficiently. No additional payment will normally be made for any overlap time in excess of the contracted hours for the post.

## 4. Terms and conditions of employment

- 4.1 Job sharers will assume joint responsibility for a role, although each will be employed under their own contract of employment. Reference will be made in each contract to reflect the fact that a job share arrangement exists and the circumstances in which employment could be terminated.
- 4.2 Each job share post holder's terms and conditions of employment and pay will be pro-rata to those of the equivalent full time job.
- 4.3 Where each job share partner carries out part of the responsibility attached to a TLR, each will receive the pro-rata proportion of the TLR.
- 4.4 Job Share partners may be required to attend meetings (parents' evenings, staff meetings and so on) outside of their normal working hours, but only in proportion to that expected of an equivalent full-time employee and on the day(s) when they normally work.

## 5. Candidates for employment requesting a job share

- 5.1 Candidates for employment submitting an application for a job share are required to state whether they are making a joint application or whether they are applying individually to work with any partner, stating their preferred hours and working arrangements.
- 5.2 Applicants who wish to job share will be interviewed individually. Any decision to appoint to a vacant post will be made on the basis of the selection process.
- 5.3 All such offers of employment on a job share basis are conditional on the appointment of a suitable job share partner.

## 6. Applications from existing employees

- 6.1 An existing employee may formally apply to their Headteacher for a job share in respect of their current post.
- 6.2 The Headteacher will give the request due consideration to include the ability to find another job share partner, the feasibility of the proposed working pattern, the impact on students and the service and cost. If the request can be accommodated the employee will be informed in writing, although where a job share partner is not immediately available, confirmation will be in principle subject to being able to source a suitable job share partner within a reasonable timeframe.



6.3 Only when a job share partner is appointed will the existing employee be able to commence job sharing.

## 7. Refusal

- 7.1 Should an application to job share be refused, the reasons for the refusal will be confirmed in writing. Reasons for refusal could include (this is not an exhaustive list):
- There are substantial reasons why a job share arrangement would not be appropriate or manageable.
  - The requested pattern cannot be accommodated and there are no alternatives
  - It has not been possible to find a job share partner.
  - The post carries substantial or specialist responsibility and it is not possible for that responsibility to be jointly shared.
  - Continuity of one post holder is an essential requirement for the role and the duties cannot be shared, for example provision of some aspects of learning support.
  - Additional costs would be incurred.

## 8. Resignation of a job share partner

- 8.1 If one job share partner resigns from their post, or is appointed to another position, the Headteacher will review the role with support from HR.
- 8.2 If the role can be undertaken by the remaining job share partner as is, assuming they wish to continue in the role on a fractional basis, this will be confirmed and will no longer be a job share arrangement.
- 8.3 If the same level of resource (i.e. full time) is required options include:
- Asking the remaining job share partner if they wish to increase their hours to a full time post.
  - If the employee does not wish to increase their hours, advertising the other part of the job share.
  - If unable to fill the vacancy, consideration will be given to redeploying the remaining job share partner to another suitable post in line with their skills set. Where possible this will be on the same pay and terms and conditions of service.
  - In circumstances when the above options have been exhausted, where a suitable job-share partner cannot be found, and there is no suitable part-time post to which the remaining job-sharer can be transferred, it may, as a last resort, be necessary to recruit a full-time person to perform the whole job and terminate the employment of the remaining job-sharer. Such a termination would be a potentially fair dismissal under the heading of "some other substantial reason".

## 9. Redundancy situations

- 9.1 In a potential redundancy situation a job share post shall be considered as one full time equivalent post.
- 9.2 If there is a need for a redundancy of less than a full-time equivalent, it will not be assumed that one of the job share-holders will be automatically selected for redundancy and if a job share post is selected where there is a staffing reduction of less than one full time equivalent, then both partners will be equally consulted and considered.

## 10. Appeals

- 10.1 Employees who wish to appeal the outcome of a job share application should put their appeal in writing to the Headteacher detailing the reasons for appealing within 5 working days of receiving written confirmation.
- 10.2 The Chair of Governors or a nominated member of the Governing Body will consider the evidence and may overturn or uphold the decision based on the criteria outlined above.
- 10.3 The outcome of the appeal will be confirmed to the employee in writing.
- 10.4 The outcome of the appeal is final.



## 11. General Data Protection Regulation

11.1 All data within this policy will be processed in line with the requirements and protections set out in the General Data Protection Regulation.

