

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
CYNGOR BWRDEISTREF SIROL CASTELL-NEDD PORT TALBOT

JOB SHARING SCHEME

1. Introduction

- 1.1. Under this job sharing scheme, two employees will voluntarily share the duties and responsibilities of one full-time position. The salary and conditions of service will be divided between them on the basis set out in this scheme.
- 1.2. This job sharing scheme is applicable to all male and female staff covered by the following Schemes of Conditions of Service:

NJC for Local Government Services
JNC for Building and Civil Engineering Employees
JNC for Engineering Craftsmen
Standing Conference for Electricians
Soulbury Committee

However, this scheme is not applicable to those staff who are employed by schools operating with fully delegated personnel powers.

- 1.3. "Pro-rata" is defined for the purposes of this document as meaning pro-rata in relation to the number of contractual hours worked.

2. General Principles

- 2.1. No job may be shared by more than two employees, both of whom must be suitably qualified to undertake the range of tasks and responsibilities necessary in carrying out the full-time post.
- 2.2. Although the operation of a job share in certain occupational areas within the Authority may be considered to be inappropriate, posts will not be excluded from consideration specifically on the basis of status and/or level.
- 2.3. If a post is recognised as being appropriate for job sharing, the duties and functions will remain unchanged. If changes are necessitated at a later date, they will be determined by the relevant Corporate Director, following consultation with the individuals concerned.

- 2.4. The working arrangements and responsibilities for a particular job shall be determined by the Corporate Director concerned, in consultation with the job sharers, including any variations in working arrangements and responsibilities that may be required to be made from time to time.
- 2.5. Job sharing is available to all prospective employees (if the job is advertised as being suitable for job sharing) and also existing employees who wish to change their working hours.
- 2.6. Where a job sharing application is not granted, opportunities for working a reduced number of hours in posts elsewhere in the Authority will be sought for the employee/s concerned.
- 2.7. Where job sharing facilities are granted, it will be the responsibility of all job sharers to work in as flexible a manner as possible to ensure that service delivery is not adversely affected and, indeed, that service delivery is enhanced through job sharing wherever possible.

3. **Eligibility**

- 3.1. All posts within the Authority governed by the terms and conditions of employment referred to in paragraph 1.2 of this scheme will be considered eligible for job sharing unless the relevant Corporate Director determines otherwise.
- 3.2. In determining whether a post is considered to be suitable for job sharing, the following factors will be taken into account:
 - the ease of "handover" which can be achieved, i.e. the practicalities of ensuring that both partners in a job sharing arrangement pass all relevant information, documents etc. to each other with the purpose of achieving a seamless provision of service
 - the complexity and nature of the tasks to be undertaken by the post-holder/s
 - the ease by which the duties and responsibilities of the full-time post can be shared between potential job sharers

- the extent to which there may be a requirement for the same post-holder to be available to provide a service for most or all of the normal working hours applicable to the post in question
- the need for consistency of approach and "thinking" by both job sharers particularly in relation to those posts where, for example, contrasting management styles, outlook and/or priorities may lead to a reduced level of performance by those involved
- where the post being considered for job sharing is of a Trainee nature, the practicalities and costs of providing personal development and work experience opportunities for two persons rather than one must not prove to be unreasonable
- where the post being considered for job sharing involves the post-holder/s occupying tied accommodation, the practicalities and costs of providing accommodation for two persons rather than one must not prove to be unreasonable

Job sharing facilities will not be granted where it is considered that "the efficiency of the service" will be adversely affected.

3.3. Where an individual employee disagrees with a decision not to grant job sharing facilities in relation to a specific post, normal grievance procedures will apply.

3.4. Applicants need not disclose why they are interested in job sharing. The proposed use of their free time will not be used as a reason to reject an applicant or terminate a job sharer's employment unless it involves an alternative employment or activity which may:-

- lead to a conflict of financial interests;
- involve breaches of the employment contract;
- give reasonable cause to suspect conflicts of interest which may damage the employer's reputation.

4. **Setting up a Job Sharing Post**

4.1. Job sharing posts can be set up in the following ways :

- (i) an existing post holder can opt to job share and the other half of the post would then be advertised;
- (ii) one successful candidate can be appointed to a vacant post on a job share basis, and the remaining hours of the post would then be advertised as a job sharing only vacancy;
- (iii) two separate candidates can be appointed to a vacant post on a job sharing basis (subject to them both being considered on merit as the best persons for each half of the job sharing post);
- (iv) two candidates can apply jointly for a vacant post, either at the same rate of pay or at a higher rate of pay, and both can be successful (subject to them both being considered on merit as the best persons for each half of the job sharing post);

5. **Existing Employees**

5.1. Where an existing individual employee wishes to opt for job sharing in his/her current post, the post holder will give two months notice in writing to the Corporate Director of his/her desire to job share. Provided that the post is determined as suitable for job sharing, the half of the post that would become vacant will be advertised in accordance with the prevailing procedure for recruitment and selection. If an appointment is made prior to the two month period expiring, job sharing may commence without the full two months expiring, subject to the agreement of both sharers and their Corporate Director. If the vacant part of the post cannot be satisfactorily filled, then the Authority will be under no obligation to offer the post holder any alternative employment and the post holder may need to continue on a full-time basis. However, suitable alternative employment opportunities elsewhere within the Authority will be sought.

5.2. Each employee, who takes maternity leave will be informed by the employing department of the possibility of job sharing before maternity leave commences.

6. **Leavers**

6.1. The procedure for filling the vacant half of a job share post is as follows:

- (i) The vacant half of the post will firstly be offered to the person occupying the remaining half of the job sharing partnership. If the person is not interested, the vacant half of the post will be advertised as a job sharing only vacancy and all reasonable efforts will be made to find a replacement job sharing partner.
- (ii) If a job sharing only vacancy cannot be filled and the Corporate Director is satisfied that all attempts to fill the post on a job sharing basis have been exhausted within a reasonable period, alternative arrangements for covering the duties of the post will be considered by the Corporate Director. This may involve redeployment of the existing job sharer on the terms set out in Paragraph 6.2 below and the post being advertised on a full-time basis.

6.2. Any redeployment arrangement will, where possible, protect pay, hours and conditions of work, and be appropriate to the employee's career structure.

6.3. Where no redeployment is possible, consideration will be given by the Corporate Director to the termination of the employment contract.

7. **Recruitment and Selection**

7.1. The following recruitment and selection procedures will apply.

7.2. Recruitment advertisements for posts which are open to job sharing will carry the statement, "Job Sharers Welcome". Vacancies advertised to fill the remaining half of a job sharing partnership will be advertised specifically as a "job sharing only" vacancy.

7.3. In a case where a full-time post suitable for job sharing is offered to and accepted by a job sharing candidate, then, subject to there being no further suitable candidate amongst those shortlisted for the post to fill the remaining half of the job sharing vacancy, the remaining half of the post will specifically be re-advertised as a job sharing only vacancy.

8. **Selection**

8.1. There are three possible combinations which may arise in selection procedures where job sharing is available, assuming the post is not offered to a person wishing to work full-time:

- matching an internal sharer with another internal candidate
- matching an internal sharer with an external candidate
- matching two external sharers

8.2. Prior to candidates accepting the offer of a job sharing appointment, appropriate working patterns must be established. This will be done provisionally at an informal interview and confirmed in writing at the time the post is offered to the candidates. The working arrangements must be reasonable, viable and acceptable to both job sharing partners and to the Corporate Director and must also fulfil the requirements of the post and the service. The employees involved in this exercise may be accompanied by their trade union representative, if necessary.

8.3. As far as career grade posts are concerned, e.g. a post graded in accordance with salary scale 3/4/5, job sharers may be appointed, or entitled to be, on different scales within the grade, for instance, one on grade 3 and one on grade 5, as appropriate. The division of duties and responsibilities between the job sharers will reflect any differing rates of pay which may be allocated.

9. **How Can Hours And Duties Be Shared?**

9.1. The division of the working week will, where possible, be decided by the job sharers concerned subject to the agreement of the Corporate Director. The division of the working week will be into two equal halves averaged over more than one working week, where necessary. This will ensure that both job sharers have equal "ownership" of the post concerned.

9.2. This may be a straight forward split into morning/afternoon, or a combination of days/morning/afternoon sessions. In all cases, there must be no adverse effect on the provision of the service/s concerned as a result of the proposed arrangements to be adopted.

- 9.3. Where a Corporate Director decides that the nature of the post is such that it is essential to have a period of overlap between the sharers, this must be taken into account when deciding on the times to be worked by each of the sharers. The total time worked by the two job sharers must not exceed the normal working week.
- 9.4 The division of duties will be determined by the relevant Corporate Director, following consultation with the job sharers involved.
- 9.5. The job sharers will occupy the same work space and share the necessary equipment (not including protective clothing) required to carry out the duties of the post.

10. **Promotion**

- 10.1 Job sharers already in post will be able to apply for any vacancy advertised through the normal recruitment process, either continuing on a job sharing basis individually, or in their existing team, or on an independent full-time basis.

11. **Conditions of Employment**

- 11.1 The following sets out the main conditions of service applicable to job sharers:

11.1.1 **Equal Opportunities**

The job sharing scheme is available to all persons regardless of sex, race, ethnic origin, disability, age, marital status, responsibility, religious affiliation or sexual orientation.

11.1.2. Salary/Wages

Salary/wages will be apportioned on a pro-rata basis depending on the number of hours worked and the particular rate of pay for the job being shared.

11.1.3. Salary Increments

Commencing salary, as appropriate, will be determined on an individual basis in accordance with normal practice.

Incremental progression will be in accordance with any conditions which apply to full-time employees and will be calculated on a pro-rata basis. Individuals who share jobs may, depending on age, qualifications, service, and/or experience, be placed on different incremental points.

11.1.4. Hours of Work

The sum of the contracted hours to be worked by the job sharers must be equivalent to the total contracted hours for the full-time post. The Statement of Particulars issued will state for each individual the specific daily hours, the rota (if an alternating pattern is chosen), and, where necessary, the overlap arrangements, as agreed between job sharers and their Corporate Director.

11.1.5. Flexible Hours

The flexible working hours scheme of the Authority will, where practicable, apply to job sharers. The eligibility of a sharer to participate in the flexible working hours scheme and any restrictions which may need to be imposed will be clarified by the Corporate Director at the time of appointment.

11.1.6. Holidays

The basic annual leave specified for the full-time job will be apportioned on a pro-rata basis. Any additional entitlements to this, e.g. long service leave, will be applied individually and pro-rata to

hours worked. Annual leave will be expressed in terms of hours rather than days per annum, where appropriate.

11.1.7. Bank Holidays

These will be divided pro-rata to the hours worked. The allocation of Bank Holidays and Extra-statutory holidays must be equitable and will be determined in advance. Accordingly, in any week when a bank holiday or statutory holiday falls, both partners will normally be required to rearrange the hours worked during that week to complete their normal working hours minus any pro rata holiday day (or part day) to which they are entitled. Any changes to this arrangement will only be allowed with the approval of the Corporate Director.

11.1.8. Pension Benefits

Each sharer will be eligible to join, or remain in, the Local Government Pension Scheme and will need to assess his/her particular circumstances in relation to this matter before opting for a job sharing post.

11.1.9. Maternity Pay

Female job sharers will be entitled to participate in the maternity pay scheme in accordance with the Scheme of Conditions of Service appropriate to the individual's contract of employment. Benefits will be on a pro-rata basis, as appropriate.

11.1.10 Occupational Sickness Pay

Each individual job sharer will be entitled to participate in the occupational sick pay scheme in accordance with the Scheme of Conditions of Service for employees appropriate to his/her grade. Benefits will generally be on a pro-rata basis.

11.1.11. Overtime Pay

Job sharers may, from time to time, work approved additional hours which will qualify for time off in lieu or payment subject to the following provisions :

- prior authority must have been given for the additional hours to be worked;
- the individual job sharer must have completed a total of hours equivalent to the contracted hours for the full-time post, unless the period of time for which the claim is made falls outside a normal working day as appropriate to the full-time post;
- in such cases a total of hours appropriate to the normal working day for the full-time post would have to have been worked on that day before any premium rate becomes payable;
- in posts where overtime payments are stated as not being payable under the contract of employment, Council policy with regard to overtime in these cases will apply individually to each of the job sharers subject to compliance with the above provisions.

11.1.12. Car Allowance

Where the full-time post attracts an essential user car allowance, the lump sum element will be payable to both employees concerned. Individuals will claim their mileage allowance in the normal way.

11.1.13. Post Entry Training Scheme

Paid time off, for example to attend a college course, will be granted on a pro-rata basis. The cost of course fees etc. will be reimbursed to both job sharers, as appropriate.

11.1.14. Responsibilities

Each job sharer is responsible individually for the satisfactory performance of their duties. They are not responsible for their partner's attendance or performance. Accordingly, for purposes of the disciplinary and grievance procedures, job sharers will be treated individually. Job sharers will not be required to cover their partner's absences, though they may be invited to do so in specific instances. Thus, job sharers will be individually responsible for their own duties and attendance, but they will be jointly responsible for the handover and communication of information within the post. The responsibility for mutual exchange of information between job sharers forms an integral part of their employment contract.

11.1.15. Job Evaluation and Performance Assessment/Appraisal

Any job evaluation grading scheme operated by the Authority will apply to the whole full-time job. No account will be taken of any division of individual duties as practised by the job share partners.

However, performance assessment/appraisal (for example, during a probationary period of service) will apply to job sharers individually. Job sharers will be assessed solely on the duties they themselves perform, although this will include such matters as their element of responsibility for "handover" arrangements.

11.1.16. Miscellaneous

Probationary service
Staff Development Review
Medical Examination
Cash Handling
Period of Notice to Terminate employment
Interview Expenses
Protective Clothing

Where the above conditions affect the full-time post they will apply equally to job sharers rather than on a pro-rata basis.

12. **Statement of Particulars of Employment**

- 12.1 Each job sharer will, in accordance with employment legislation, receive a written Statement of Particulars of the contract of Employment. This will set out the terms and conditions of employment and will be similar to that currently issued to full-time post holders. It will, however, be clearly marked as "Job Share" and will state that each sharer has a separate contract. In addition, a copy of this job sharing scheme will be issued, detailing the specific terms and conditions of the job sharing employment. Wherever this scheme and the agreed full-time terms and conditions of employment differ, the job sharing scheme will take precedence.

13. **Operation of the Job Sharing Scheme**

- 13.1 In any case where there may be an area of doubt regarding the interpretation of this job sharing scheme, the decision of the Head of Strategic Personnel will be final.
- 13.2 Any grievance arising will be dealt with in accordance with the Authority's Grievance Procedure
- 13.3 The provisions of this job sharing scheme will be subject to review from time to time.