

TAYSIDE REGIONAL COUNCIL EDUCATION COMMITTEE

Local Agreements : *Job-sharing Scheme for Teaching Staff* [Oct. 1993]

Job-Sharing Scheme for Teaching Staff

INTRODUCTION

In March 1990, Tayside Regional Council accepted the principle that job-sharing should be introduced for all employees. Subsequently a Job-Sharing Scheme for posts covered by SJNC APT & C Manual and Craft conditions of service was approved by the Personnel Committee on 3 September 1992 (Report 1248/92).

1 DEFINITION

1.1 Job-sharing is defined as the voluntary sharing by two persons of all duties of an established full-time post with the salary and appropriate aspects of conditions of service shared on a pro-rata basis according to the hours worked by each job-sharer.

1.2 Applicants will require to satisfy the Authority of their ability to undertake the full range of duties of a post without detriment to the quality of service or increase in costs. In relation to promoted posts, they must be able to demonstrate that consistency of management will be maintained.

2 OBJECTIVES

2.1 In furtherance of Tayside Regional Council, a aim to promote equality of opportunity the scheme will increase the number of jobs open to teaching staff who either find it difficult to or cannot undertake full-time work.

2.2 The scheme will assist the Authority in the recruitment and retention of experienced staff.

3 SCOPE OF THE SCHEME

3.1 The scheme applies to established full-time posts only, and in principle will be available, subject to the exigencies of the service, to all existing and prospective employees in both unpromoted and promoted posts in nursery primary, secondary and special education schools, and to advisers and educational psychologists, and to other staff covered by the Conditions of Service of the Scottish Joint Negotiating Committee for Teaching Staff (hereafter referred to collectively as teaching staff).

3.2 However, for teachers in schools, in its first year of operation, the scheme will apply to unpromoted and senior teacher posts in nursery and primary schools, and to unpromoted, senior teacher, assistant principal teacher and principal teacher posts in secondary and special schools.

The scheme will be fully reviewed by the JCC after one year in operation. Thereafter it is the intention to extend the scheme in light of the outcome of this review.

3.3 Only permanent full-time teaching staff may apply to share the post they presently hold. All categories of teaching staff may apply for appropriate job sharing vacancies and posts advertised as 0~ to Job-share.

3.4 In exceptional circumstances, a post may not be considered suitable for job sharers because of the exigencies of the service.

4 JOB-SHARING ARRANGEMENTS

4.1 A post may be shared by two teaching staff on a split-day or split-week basis, normally giving each member of staff an approximate commitment of 50% of the hours and duties of the post. Sharing arrangements outwith this normal split way be permitted subject to such arrangements being without detriment to the fulfilling of the duties and to mutual agreement by the sharers. This will be subject to written approval by the Assistant Director of Education (Area).

4.2 Applicants for job-share should be made aware that their ~0~ rights under the Employment Protection Act may be affected and they should be provided with details of the relevant provisions of the Act.

4.3 The normal time for the implementation of new job-sharing arrangements will be at the start of each term. This does not preclude vacancies being filled on a job-share basis during term time.

4.4 It will be the responsibility of the Assistant Director (Area) to ensure that agreement has been reached with the sharers on the holidays to be worked and the division, of duties to be undertaken to meet the full-time requirements of the post before approving the filling of a post by two job--sharers. Arrangements will normally be made at establishment level following discussion between the head of establishment and the prospective job-sharers.

4.5 overlap periods between sharers are seen as highly desirable. Such periods should be arrived at by mutual agreement by the job--sharers and should be arranged within the job-sharers' contractual time.

4.6 The mutually agreed division of hours/days will be incorporated into each job-sharer' s contract of employment but may subsequently be varied by mutual agreement in accordance with the term of 4. 1 and 4. 4 above.

4.7 If one job-sharer is absent from work, the remaining job-sharer may be requested to cover for part or all of that absence but will not be obliged to provide such cover.

4.8 The agreed pattern of working hours/days in each job-shared post will normally be retained for a school session and will normally be reviewed before the end of the school year

through consultation between the head of establishment and the job-sharers. The review will take into account pertinent issues (e.g. curricular and timetabling) affecting the shared post for the forthcoming session. If there are changes proposed then these will be intimated in sufficient time to allow for a period of one month in which to consider whether these proposals are acceptable and can be agreed.

4. 9 A vacant job-sharing post will be filled in accordance with the normal procedures for the filling of vacant posts at that level.

4. 10 A job-sharer seeking to terminate a job-share contract should follow the normal timescales and procedures for giving notice.

4.11 When one job-sharer terminates his/her contract the remaining Job-sharer will be offered the opportunity of taking up the full-time post. If this offer is declined the job-share vacancy will be filled as per 4. 9.

4.12 In the event that a suitable replacement cannot be found for the job-share vacancy, the remaining job-sharer may remain in post for up to one year (from the time of the vacancy occurring), during which time or at the end of which time he/she will be re-deployed to a post mutually agreed with the Authority under the normal conditions for transfer.

5 SALARY AND CONDITIONS OF SERVICE

5.1 Salary will be paid on the basis of an individual job-sharer`s salary entitlement, adjusted on a pro-rata basis in respect of the hours worked by that job-sharer. Incremental progression, where appropriate, will be in accordance with the conditions laid down in the, Scottish Teachers' Salaries Memorandum as amended.

5. 2 Job-sharers will be paid pro-rata in accordance with the days worked and as per the terms of SJNC Circular SE/98.

5. 3 Individual teachers seeking information on the effect of the Job-sharing arrangements on their personal superannuation and pension rights will require to contact the Scottish Office Pensions Agency direct and are advised to do so.

5.4 The conditions of service for job-sharers will be the same as the conditions of service for full-time permanent staff except in respect of hours, leave, class contact time and non-class contact time where the undernoted conditions will apply.

(a) The hours of the normal working week will be divided between the job-sharers as per the agreed arrangements arrived at under 4.4.

(b) Pro-rata arrangements, on the basis of the agreed hours in (a), will apply where appropriate in respect of maximum class contact time, minimum non-class contact time, planned activity time and parents' evenings. In this respect the agreed arrangements must comply with the terms of SJNC Circular SE/98.

(c) Job sharers will be offered equal access to training opportunities as for full-time teaching staff. Where training takes place during planned activity time, arrangements should be made if feasible within the term of SE/98. The 5 contractually prescribed in-service days will normally be taken as they occur. In both the above respects where training activities occur

outwith the normal working commitment of a job-sharer, he/she will be offered the opportunity to attend such activities (since there will often be advantage in both partners attending). Where job-sharers agree to attend in these circumstances for days and/or hours beyond their pro-rata obligation, additional payment will be made, - Where such a situation arises, approval should be sought first from the Assistant Director of Education (Area).

(d) The annual leave entitlement for job-sharers will be a pro-rata share of the entitlement for full-time employees.

(e) Public and occasional local holidays will normally be taken as they occur but where the working arrangements result in a disproportionate share of these holidays between job-sharers there will be discretion for heads of establishment and job-share partners to agree mutually suitable arrangements to provide more equitable apportionment.

6 TRANSFER ARRANGEMENTS

6.1 Where an unpromoted job-share post becomes surplus to the entitlement of an establishment the Job-sharing partners will be liable to transfer as a pair according to the agreed procedures for the transfer of unpromoted staff. For the purpose of calculating service, previous service will be aggregated and averaged, with job-sharing service being added end-on. Prior to accepting a job-share contract sharers will be made cognisant with the term of these transfer arrangements; in particular, that the post as a whole is transferred and not in part.

6.2 Job-sharers who wish to transfer voluntarily to another post must transfer as a pair as per normal arrangements.

7 APPLYING FOR JOB-SHARE

Staff holding full-time permanent appointments, including those on maternity leave and secondments, who wish to job share their substantive post should submit their request in writing on the appropriate pro-forma to their Head Teacher allowing at least 8 weeks before the normal ag~ starting date of the proposed job sharing arrangements.

7.2 Head Teachers should forward the request with any comments to the appropriate Assistant Director of Education (Area).

7.3 The application will be considered by the Assistant Director of Education. Where it is exceptionally considered that a post is not suitable for job share, reasons will be given to the applicant and the member of staff may appeal through the normal grievance procedure for teaching staff.

7.4 Once the Assistant Director of Education (Area) has agreed that a post be altered from full-time to job-share, the post will be circulated to schools and the press as appropriate. Thereafter the post will be filled in accordance with normal appointment procedures.

7.5 It is not necessary for the applicants to have an identified sharer. When, normal advertising procedures fail to identify a suitable sharer, the applicant shall have the option of withdrawing the application or having it retained pending re-advertisement

7.6 Assistant Directors of Education (Area) will maintain a register of existing and prospective employees who wish to job share.

8. TERMINATION OF JOB-SHARING ARRANGEMENTS

8.1 A teacher who wishes to terminate a job-share arrangement shall notify the Assistant Director of Education (Area) in writing.

Where termination of job sharing arises from retirement or resignation from the service, the normal conditions of service shall apply.

8.3 Job-share is a permanent arrangement and -should a teacher's circumstances change so that he/she wishes to take up a full-time post they will not- be guaranteed such a post but will have to-apply in line with normal procedures.