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East Dunbartonshire Council

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People Matter

Education, People & Business

Education Procedure Manual 2/07

JOB SHARING SCHEME

For

Teachers and Employees on Scottish Negotiating Committee for Teachers (SNCT)
Conditions of Service

Education, People & Business



Effective from: March 2023

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VERSION CONTROL HISTORY

Version No.	Effective Date	Details of change from previous version	Date Approved	New version no.
	Oct 2106	Updated to new template; updated terminology; removal of appendix to stand-alone forms.	03/03/2023	v01

GDPR STATEMENT

East Dunbartonshire Council holds, uses and processes information in accordance with the General Data Protection Regulations and all other relevant national data protection laws. Further information detailing how East Dunbartonshire holds and uses personal information and copies of privacy notices used throughout the Council are available on our website: www.eastdunbarton.gov.uk/council/privacy-notices.

POLICY REVIEW STATEMENT

This policy will be reviewed in line with:

- Legislative Change
- Changes to SNCT National Conditions of Service
- Other external factors
- Feedback on the effectiveness of the policy
- Requests for review by Elected Members, Trade Unions and/or Management

1 PURPOSE

- 1.1 This procedure manual on job sharing derives from East Dunbartonshire Council's policy on flexible working which aims to assist employees to achieve a better work life balance.

2 SCOPE

- 2.1 This procedure manual applies to all employees on Teachers' terms and conditions who wish to apply to work on a job-sharing basis.

3 REFERENCES & RELATED DOCUMENTATION

- 3.1 The following documents should be referenced when considering this procedure:
- SNCT Handbook
 - Equalities Act 2010
 - ACAS Code of Practice 5: Handling, in a Reasonable Manner, Requests to Work Flexibly.
 - EDC Flexible Working Policy
 - Education Procedure Manual 2/33: Procedures for Transfer of Teachers.
 - PM 2/07/F01: Sharing Scheme Application Form
 - PM 2/07/F02: Standard Letter: Meeting Invitation to Discuss Application
 - PM 2/07/F03: Standard Letter: Application Approved
 - PM 2/07/F04: Standard Letter: Application Refused

4 INTRODUCTION

- 4.1 The benefits to the organisation of granting flexible working could include:
- Increased staff retention
 - Increased efficiency
 - Reduced absenteeism
 - Extended skill pool
- 4.2 The focus, when considering requests for flexible working, should be on managing outputs and maintaining level of service.
- 4.3 Not all posts, situations, duties or responsibilities are suitable for flexible working and a request for flexible working can be refused where there is a clear and sustainable business reason. Reasons may include the following:
- the burden of additional costs
 - an inability to reorganise work amongst existing staff
 - an inability to recruit additional staff
 - a detrimental impact on quality
 - a detrimental impact on performance
 - detrimental effect on ability to meet customer demand
 - insufficient work for the periods the employee proposes to work
 - a planned structural change to the business.
- 4.4 Job sharing is defined as the voluntary sharing of all the duties and responsibilities of an established full-time post, whereby each sharer is subject to the appropriate conditions of service

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including salary and contractual obligations on a pro rata basis.

- 4.5 Job sharing differs from part-time working in as much as it should be possible for the post to revert to a single, full-time position, if the job share arrangements for a post end.
- 4.6 A post may be shared on a split day or split week basis e.g., two teachers may share a post on the basis of 3 days one week and 2 days the next week or 2 ½ days each week.
- 4.7 All arrangements outlined in this procedure manual, conform to the ACAS Code of Practice 5 – Handling, in a Reasonable Manner, Requests to Work Flexibly.
- 4.8 The authority welcomes applications to job share and will endeavour to respond to all such applications positively within the exigencies of the service. However, the granting of such a request is **not guaranteed**. In circumstances where an appropriate job-sharing partner cannot be found despite the authority's best endeavours, it will not be possible to conclude a job sharing arrangement.
- 4.9 Any job share arrangement which may be granted will constitute a permanent change to the employee's contract of employment.
- 4.10 Requests, including any appeals, will normally be considered and decided upon within a period of three months of the request being received. If for some reason the request cannot be dealt with within three months then this time limit may be extended, provided the employee agrees to the extension. Where such a delay occurs, all parties involved will be informed of the reason for the delay and a revised timeframe will be given.
- 4.11 If an employee fails to attend any meeting(s) which have been arranged to discuss the request, without good reason, then the employee will be informed that the request is considered to be withdrawn.

5 ELIGIBILITY TO APPLY TO JOB SHARE

- 5.1 The job-sharing scheme applies to all promoted and un-promoted posts.
- 5.2 All employees, including those on family leave, career breaks, long term absence *etc.*, who wish to share their substantive post, may request to job share.
- 5.3 Employees must have completed 26 weeks continuous service with East Dunbartonshire Council, at the time of application, to be eligible to apply.
- 5.4 Probationer teachers following the Teacher Induction Scheme are not eligible to apply for job share.
- 5.5 An employee can make only one application for permanent flexible working within a 12-month period.

6 SUBMITTING A REQUEST TO JOB SHARE

- 6.1 An employee wishing to request to job share their own post should complete and submit their request in writing on Job Sharing Scheme Application Form ([PM 2/07/F01](#)) to their Head Teacher.

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6.2 The following details must be provided:

- the date of the request
- the requested change to working conditions
- the proposed date when the change would take effect
- the date of any previous application for flexible working
- what effect, if any, the employee thinks the requested change would have on the school and how, in their opinion, any such effect might be dealt with
- if they are making their request in relation to the Equality Act 2010, for example, as a reasonable adjustment for a disabled employee.

6.3 The form should be submitted to the Head Teacher at least twelve weeks before the requested start date of the proposed job-sharing arrangements. If the proposed start date is the start of a school session, requests must be submitted at least 12 weeks before the end of the previous session.

7 CONSIDERATION OF A REQUEST TO JOB SHARE

7.1 The Head Teacher should consider the request and make a recommendation on whether the request can be supported in principle and complete Part B of the form.

7.2 The form should then be forwarded to the School Planning and Improvement Manager who will consider the request within the context of the workforce planning exercise

7.3 Once a request has been received, a meeting may be arranged to discuss the request. Employees have the right to be accompanied at such meetings. A companion may be a co-worker or a trade union official. A representative acting in a legal capacity will not be considered an appropriate companion. It is the employee's responsibility to make arrangements to ensure they are accompanied if they so desire.

7.4 Requests to job share will be considered objectively against the business reasons as set out in Section 4, above. In considering these business reasons care will be taken not to inadvertently discriminate against particular employees because of their protected characteristics such as, but not limited to, situations where flexible working arrangements would be a reasonable adjustment for a disabled employee.

7.5 If more than one request to job share is received from different employees within the one school/department, it may or may not be possible to grant all of the requests received. However, before making a decision, consideration will be given to the impact this would have on the school/department as a whole.

7.6 Requests to job share, in the context of paragraph 7.5, will be considered in the order they are received. While the first request may be granted, this will potentially alter the business context and therefore the second, or subsequent, request(s) should be considered against the business reasons set out above for the altered business context. In such cases, the School Planning and Improvement Manager would have a discussion with the employees to see if there is any room for adjustment or compromise before coming to a decision.

8 DECISION ON A REQUEST TO JOB SHARE

8.1 There is no statutory obligation for the authority to grant a request to job share. Where a request cannot be satisfied e.g., a job share partner cannot be found or due to constraints of workforce

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planning, reasons for the refusal will be stated together with details of the appeals process.

- 8.2 A request may be granted subject to agreed modifications in line with the original application.
- 8.3 The decision should be communicated to the employee as soon as possible in writing, using the appropriate Standard Letter:
 - [PM 2/07/F02](#): Standard Letter: Meeting Invitation to Discuss Application
 - [PM 2/07/F03](#): Standard Letter: Application Approved
 - [PM 2/07/F04](#): Standard Letter: Application Refused
- 8.4 Where the request is granted a new contract will be issued and a start date established.
- 8.5 The School Planning & Improvement Manager may meet with the employee to discuss the outcome of the request.
- 8.6 It will be the responsibility of the School Planning & Improvement Manager, normally via the Head Teacher, to ensure that all parties involved fully understand the terms and conditions of the job share agreement.
- 8.7 It is the responsibility of the Head Teacher to ensure that there is a clear division of tasks and time to meet the overall requirements of the original single post within the 35-hour working week.
- 8.8 A job share arrangement will only commence once a job share partner has been recruited

9 FILLING A JOB SHARE POST

- 9.1 Once a job share request has been agreed in principle, the process for recruiting a job share partner can begin.
- 9.2 A job share vacancy will be filled by one of the following methods:
 - Standard recruitment and selection procedure
 - Transfer of a surplus teacher
 - Allocation of a probationer (normally for not more than two sessions)
- 9.3 In circumstances where a job share partner cannot be found, the School Planning & Improvement Manager will meet with the employee to discuss possible alternatives in accordance with East Dunbartonshire Council's Flexible Working Policies.

10 SALARY AND CONDITIONS OF SERVICE FOR JOB SHARERS

- 10.1 Salary will be paid on the basis of an individual employee's salary entitlement, adjusted to take account of their pro rata working time arrangements. Incremental progression will be in accordance with the conditions laid down in the SNCT Conditions of Service. Individuals seeking information on the effect of job-sharing arrangements on their personal superannuation and pension rights will require to contact the Scottish Public Pensions Agency (SPPA).
- 10.2 The conditions of service for job sharers will be the same as the conditions of service for full-time employees except in respect of hours, leave, class contact time and non-class contact time where the following conditions will apply:

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- 10.2.1 The hours of the contractual working week will be divided between the job sharers.
- 10.2.2 Each job sharer will work a pro rata share of the 190 pupil days and the 5 In Service days.
- 10.2.3 Pro rata arrangements, on the basis of the agreed hours, will apply in respect of maximum class contact time, preparation and correction time and collegiate time.
- 10.2.4 The entitlement to annual leave, public holidays and school closure days will be pro rata. In circumstances where the working arrangements result in a disproportionate share of holidays/public holidays between job sharers, the job share partners should agree alternative working arrangements with each other and with the Head Teacher to ensure an equitable apportionment.
- 10.2.5 Job share partners will be offered the same access to training opportunities as full time and part time employees.
- 10.3 The Head Teacher and the employees should agree at the start of the session which In Service days, collegiate activities and parents' meetings *etc.*, each job share teacher will attend in accordance with the Local Agreement on the Operation of the 35 hour Working Week in Schools and Central Education Team.
- 10.4 The agreed pattern of working days in each job share post will normally be retained from year to year. However, this cannot be guaranteed. The pattern will be reviewed through the workforce planning exercise, through consultation between the Head Teacher and the job sharers, taking into account the curricular and timetabling demands on the shared post for the forthcoming session. Job sharers shall be given one month's notice of any prospective changes and a revised contract issued to reflect the changes.
- 10.5 A substantive job share teacher may request to be considered for additional working hours on a temporary basis should a temporary part time or full-time post become available within their school.
- 10.6 Where one job sharing partner is absent from work, the other partner may cover on a short-term temporary basis although there is no contractual requirement for the partner to do so.
- 10.7 Where a job shared teaching post becomes surplus to the entitlement of a school, the job-sharing partners will be subject to the agreed procedures for the compulsory transfer of staff in secondary and primary schools as set out in Education Procedure Manual 2/33 – Procedures for Transfer of Teachers.
- 10.8 Job sharers who wish to transfer jointly to another post on a voluntary basis must transfer as a pair as per the prevailing arrangements for voluntary transfer as set out in Education Procedure Manual 2/33 – Procedures for Transfer of Teachers.

11 TERMINATION OF A JOB SHARE ARRANGEMENT

- 11.1 An employee who wishes to terminate a job-sharing arrangement shall notify the Head Teacher in writing, with a copy forwarded to the School Planning & Improvement Manager.
- 11.2 Where termination of job sharing arises from retirement, resignation from the service or through an internal appointment to a full-time post, then appropriate notice must be given and the normal conditions of service and termination procedures will apply.

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- 11.3 Where termination is due to a wish to take up full-time employment, the appointment to teaching posts will be made through the normal procedures for selection and recruitment. Termination will not be effected until a full-time post has been offered and accepted.
- 11.4 Outstanding annual leave on termination of service with the Council will be paid on a pro rata basis according to the number of hours and days that the job sharer is contracted to work.
- 11.5 There is no automatic means of transferring from a job sharing to a full-time post, except in those cases where a full-time vacancy arises as a result of a partner leaving. In such cases the remaining job sharer may be offered the opportunity of full-time employment, subject to the post still being available through Work Force Planning.
- 11.6 Should the remaining job share partner not accept the full-time post, where job share is still available through workforce planning and remains unfilled, the vacant job-sharing teaching post will be filled by one of the following methods:
- Standard recruitment and selection procedure
 - Transfer of a surplus teacher
 - Allocation of a probationer teacher (normally for not more than 2 consecutive school sessions)
- 11.7 In circumstances where a job share partner cannot be found, the School Planning & Improvement Manager will meet with the employee to discuss possible alternatives in accordance with East Dunbartonshire Council's Flexible Working Policies.
- 11.8 On the appointment of a new job share partner during the session, previous sharing arrangements will normally be retained, and will be subject to annual review as part of the workforce planning exercise.

12 APPEALS

- 12.1 Where an employee's request for job share has been refused a meeting will be convened to discuss the reasons for refusal. If the employee is dissatisfied with the process, an appeal, in writing, can be made to the Chief Education Officer.
- 12.2 The decision of the Chief Education Officer will be final and there will be no further right of appeal