

LNCT

Aberdeenshire Local Negotiating Committee for Teachers

Date: March 2024

LNCT/24/05

Job Share Scheme

This agreement has been subject to review in 2024 by the LNCT Joint Secretaries and HR as part of a review of current Aberdeenshire LNCT Agreements.

LNCT Joint Secretaries

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JOB SHARING SCHEME – TEACHING STAFF

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. Job share arrangements are contractually set out and differ to part – time teaching arrangements within a class or setting.

2. Scope of Scheme

2.1. The scheme applies to established full-time posts only, and will be available, subject to the exigencies of the service, to all existing and prospective employees in both unpromoted and promoted posts in early years, primary, secondary, and special education schools.

3. Administration of the Scheme

3.1. A post may be shared by two members of staff on a split day or split week basis, normally giving each member of staff an approximate 50% of the hours and duties of the post.

3.2. Sharing arrangements outwith this normal split may be permitted subject to such arrangements being without detriment to the fulfilling of the duties of the post, and by mutual agreement by the sharers and to 3.3 and 3.4 below.

3.3. All sharing arrangements will be subject to:

- 3.3.1. The approval of the appropriate QIO or equivalent Manager, and
- 3.3.2. The availability of a suitable and appropriately qualified partner

3.4. It will be the responsibility of the Head Teacher or appropriate manager to ensure that an acceptable agreement has been reached between the sharers on the hours to be worked (including overlap) and the division of tasks to be undertaken to meet the full-time requirements of the post before the request is submitted to filling of a post by two job-sharers.

3.5. Arrangements regarding handovers or overlaps should be discussed and agreed between job-sharers in consultation with the Head Teacher or appropriate manager.

3.6. The mutually agreed division of hours/days will be incorporated into each sharer's contract of employment but may subsequently be amended by mutual agreement subject to 3.3 and 3.4 above.

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- 3.7. When one job-sharer terminates his/her contract and it has been agreed that there is a continuous requirement for the remaining part of the post to be filled, this will be offered to the remaining sharer on a temporary or permanent basis. If this offer is declined the job-share vacancy will be filled in terms of 3.8 below.
- 3.8. A vacancy occurring in a post which has been operating on a job-sharing basis will be filled in accordance with the normal procedures for filling posts at that level.
- 3.9. In the event that a suitable replacement cannot be found for a full-time job-share vacancy within 3 months or where the post is not to be filled, the remaining job-sharer will be converted to a permanent part-time employee.

4. Salary and Conditions of Service for Job-Sharers

- 4.1. Salary will be paid in line with the SNCT pay arrangements 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.
- 4.2. Job-sharers should seek information directly from the appropriate pension body (SPPA) regarding any impact job-share arrangements may have on their final pension benefits.
- 4.3. 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 following conditions will apply:
- 4.3.1. The hours of the normal working week will be pro-rated between the job sharers meaning that hours paid will be pro-rated similarly.
- 4.3.2. Pro-rata arrangements on the basis of the agreed hours in 4.3.1 above will apply, when appropriate, in respect of maximum class contact time, planned activity time, and personal professional development. Pro-rata planned activity time can be aggregated over a term or session. Attendance shall be pro-rata at parents evenings, where interviews/consultations with parents of children the job-sharers are teaching, are conducted.
- 4.3.3. The annual paid leave entitlement for job-sharers will be a pro-rata entitlement of the entitlement for full-time employees except that public and occasional holidays will normally be taken as they occur. Where the working arrangements results in a disproportionate share of 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.

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4.3.4. Job-sharers will be offered equal access to training opportunities on a pro-rated basis as set out in working time agreements and part time calculations. In order that the most effective use is made of training opportunities, job-sharers may be requested to work full in-service days and their agreement should not be withheld unreasonably. Where job-sharers agree to attend beyond their pro-rata obligations, arrangements should be made to ensure that time back is implemented or additional payment for any hours worked over the contractual entitlement.

4.3.5. Job-sharers may enter into another contract with the authority, in so far as it does not conflict with the arrangements associated with the original job-share post.

5. Transfer Arrangements

5.1. Where a job-shared post becomes surplus to the entitlement of an establishment, the job-sharing partners may elect to be liable for transfer as a pair according to the agreed procedures for the transfer of staff at that grade as applicable. Alternatively, each partner may elect to be liable for transfer to any other existing job-share vacancy subject to agreement concerning the arrangements as outlined in this scheme, or each partner may elect to be liable for transfer to a permanent part-time post in accordance with the agreed procedures.

5.2. Job-share partners shall be treated individually in cases where issues of conservation may apply as outlined in SNCT conditions of service.

5.3. For the purpose of calculating service job-share partners shall be treated individually and appropriate conditions of the SNCT conditions of service shall apply.

5.4. Job-sharers remain eligible to apply for permanent part-time or full-time posts within the authority at any time.

6. Applying for Job-Share

6.1. New job-sharing arrangements will, where possible, be implemented at the beginning of the school session each year.

6.2. An application will be considered at any time during the course of the session. The following list is not exhaustive but illustrates examples of circumstances which will be considered, and job-shares granted on a temporary or permanent basis, throughout an academic session:

6.2.1. Request for job-share in order to facilitate care for a young child/children including return from maternity/adoption leave

6.2.2. Request for job-share in order to facilitate care for a close relative

6.2.3. Request for job-share after a period of extended sick leave

- 6.3. Such requests should be forwarded by the Head Teacher/Line Manager to the QIO/equivalent Manager who shall consider the request. Where it is decided not to agree a request to job share, written notice of the reasons for this decision shall be given to the applicant who may appeal through the normal grievance procedures for teaching staff.
- 6.4. Once a post has been altered from full-time to job-share it shall be advertised and filled in accordance with the normal procedure.
- 6.5. It is not necessary for applicants who wish to share their substantive posts to have an identified sharer. In the absence of this, and where normal advertising procedures fail to identify a suitable sharer, the applicant shall have the option of withdrawing the application or having their contract converted to permanent part-time.

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APPLICATION FOR JOB-SHARING

PART I – to be completed by applicant

Name:

Address:

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Post Code:

Current Post:

School:

I have read the Job-Sharing Scheme – Teaching Staff and wish my application for Job-Share to be considered.

Signature:

Date:

PART II – to be completed by Head Teacher/Line Manager

Do you support this application? YES / NO

If YES, please indicate any specific conditions which will require consideration to accommodate job-sharing.

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If NO, please indicate reasons for opposing application

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Signature:

Date:

PART III – to be completed by QIO or Equivalent Manager

Do you support this application? YES / NO

If YES, please state conditions:

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If NO, please state reasons:

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Signature:

Date:

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