

DNCT/12

JOB SHARING SCHEME FOR TEACHING STAFF - MARCH 2007

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 share of the contractual hours worked by each job-sharer.

2. OBJECTIVES

- 2.1 In furtherance of the Council's 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 employment.
- 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 is 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 music instructors, QIOs, ESOs and educational psychologists, and to other staff covered by the National Scheme of Salaries and Conditions of Service for Teachers and Associated Professionals (hereafter referred to collectively as teaching staff).
- 3.2 Only 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 open to job-share.
- 3.3 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.
- 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 a commitment of approximately 50% of the hours and duties of the post.

Sharing arrangements outwith this normal split may 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 a Head of Service.

- 4.2** It will be the responsibility of the Head of Service to ensure that agreement has been reached with the sharers on the hours/days 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.
- 4.3** 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.
- 4.4** The mutually agreed division of hours/days will be incorporated into each job-sharer's contract of employment but may subsequently be amended by mutual agreement in accordance with the terms of 4.1 and 4.2 above.
- 4.5** 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.
- 4.6** 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 (eg 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.
- 4.7** A vacant job-sharing post will be filled in accordance with the normal procedures for the filling of vacant posts at that level.
- 4.8** A job-sharer seeking to terminate a job-share contract should follow the normal timescales and procedures for giving notice.
- 4.9** 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 4.7.
- 4.10** 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 an equivalent post under the normal conditions for transfer.

5. SALARY AND CONDITIONS OF SERVICE

Salary and conditions of service will be in accordance with the National Scheme of Salaries and Conditions of Service for Teachers and Associated Professionals. Specifically, the following should be noted:

- 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 share of the contractual hours worked by that job-sharer. Increments, where due, will be paid from 1st August.
- 5.2 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 Public Pensions Agency direct and are advised to do so.
- 5.3 The conditions of service for job-sharers shall be the same as the conditions of service for full-time permanent staff except in the following respects, reflecting their part time share of the post:
 - (a) The hours of the normal working week will be divided between the job-sharers as per the agreed arrangements arrived at under 4.3.
 - (b) Pro-rata arrangements, on the basis of the agreed hours for each job share partner in (a), will apply in respect of maximum class contact, personal allowance for preparation and correction, additional contractual hours of CPD, and the other professional activities set out in the school's working time agreement* for the remaining time in the working week. The pro rata arrangements relating to remaining time shall occur on days when the teacher is employed. The exception to this rule is parents' meetings when each job share partner will comply, on a pro rata basis, with the arrangements agreed for the school.

Where a job sharer believes it would be beneficial to attend an activity set out in the school's working time agreement (e.g. staff meeting), but which occurs outwith his/her normal working commitment, then permission to attend should be sought from the Head teacher and should normally be granted. For attendance in these circumstances, for time beyond the pro rata obligation, additional payment will be made.

(* as described in the circular DNCT/4: "A Teaching Profession for the 21st Century" Guidance for Schools on Working Time (as revised))

- (c) Job sharers will be offered equal access to CPD opportunities as for full-time teaching staff. Where CPD takes place as part of a school's working time agreement, then a job sharer will attend where appropriate in the terms set out in (b). The 5 contractually prescribed in-service days will normally be attended by the respective job sharer as they occur. In both the above respects where CPD activities occur outwith the normal working commitment of a job-sharer, he/she will be offered the opportunity to attend. Where job-sharers agree to attend in these circumstances for days and hours beyond their pro-rata obligation, additional payment will be made.

- (d) The annual leave entitlement for job-sharers will be a pro-rata share of the entitlement for full-time employees. Public and occasional local holidays will normally be taken as they occur but where the working arrangements for a job share will result in a disproportionate sharing of these holidays, then discussions should take place between the head of establishment and the job sharers to agree mutually acceptable adjustments to achieve the pro rata share. Where possible, such discussions should take place at the start of each school session.

6. TRANSFER ARRANGEMENTS

- 6.1** The policy relating to the transfer of teachers is contained in circular DNCT/9 and reference should be made to that document for full details of transfer arrangements. It sets out the basis for selection of a teacher for compulsory transfer as “last in, first out” with reference to total continuous service, whether full or part time, with Dundee City Council and its predecessor authorities.
- 6.2** In the assessment of service for identifying liability to compulsory transfer, the service of job share partners will be calculated separately. The lesser service of the two job sharers will be disregarded for the purpose of identification of “last in”. However, where the job share partner with the greater service is identified as “last in”, then both job sharers will be jointly liable to compulsory transfer as a complete post.

7. APPLYING FOR JOB-SHARE

- 7.1** 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 proposed starting date of the job-sharing arrangements.
- 7.2** However, where two employees express an interest in sharing a post, a joint application may be submitted. Where those employees are in different schools the joint application should be made to the preferred school.
- 7.3** Head Teachers should forward the request with any comments to the Education Department.
- 7.4** The application will be considered by the appropriate Head of Service. 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.
- 7.5** Once the Head of Service has agreed that a post be altered from full-time to job-share, the post will be circulated to schools and advertised as appropriate. Thereafter, the post will be filled in accordance with normal appointment procedures.
- 7.6** It is the responsibility of the Education Department to appoint a 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.

7.7 A maximum of three attempts will be made through advertisement to identify a suitable job-share partner. If this is unsuccessful, the job-share applicant will be unable to benefit from the scheme, although this may be reviewed one year after the decision to make no appointment in response to the third advertisement. The teacher may wish to consider making a flexible working request, using the appropriate guidelines.

8. TERMINATION OF JOB-SHARING ARRANGEMENTS

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

8.2 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, then they will have to apply in line with normal procedures for the filling of vacancies.