

Human Resources

JOB SHARE

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Date Written	August 2008
Date for Review	August 2011
Version	1.0



South Yorkshire
Fire & Rescue
WORKING FOR A SAFER
SOUTH YORKSHIRE

JOB SHARE

INTRODUCTION

1. This policy offers guidance to all South Yorkshire Fire and Rescue (SYFR) employees on the Job Share Scheme and the appropriate criteria and processes for making and considering an application.
2. As a member of the Dignity at Work Partnership¹, SYFR is committed to promoting a positive working environment where the dignity and respect, to which all employees are entitled, is not undermined. No employee should be treated less favourably on the grounds of race, gender or gender reassignment, disability, sexual orientation, religion or spiritual belief, colour, nationality, national or ethnic origin, marital/parental status, family ties, trade union or political belief, hours worked, or any other reason, either directly or indirectly.
3. SYFR is committed to considering the needs of employees to balance work commitments with those of their home/family life. SYFR will seek to remove any barriers that might make it difficult for existing and potential employees to balance these commitments.
4. SYFR recognises the importance of being able to attract and retain high quality employees from all sections of the community and recognise that offering flexible and/or alternative working initiatives can help in achieving this aim.

DEFINITION

5. Job sharing may be defined as two people voluntarily sharing the duties and responsibilities of one full-time post, with the salary, annual leave entitlement, bank holidays and other benefits being divided pro-rata between the two employees.
6. Each job sharer works under a normal contract of employment (Statement of Written Particulars) and is subject to the provisions of current employment legislation. Job sharing is quite different from part-time working where the employee is individually responsible for their work. Job sharers share all of the responsibilities of the post which they hold jointly.
7. Potentially all posts within SYFR are open to a job share arrangement, where it is reasonable and practical and where corporate and operational needs will not be adversely affected.
8. Job sharing arrangements can enable SYFR to maintain the same number of established posts and hours, but also facilitate individual employees to work fewer hours.
9. All conditions of service, both national and local, shall apply to job sharing employees on a pro-rata basis, according to the hours worked, except where otherwise specified in this policy.

¹ The Dignity at Work Partnership is a partnership between the Government, Unite (the UK's largest union) and major public and private organisations. For further information on the Partnership, see www.dignityatwork.org

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JOB SHARE ARRANGEMENTS

10. Job sharing arrangements may be introduced in the following ways:
 - An existing, permanent employee may apply to job share and the resultant part of their post will then be advertised
 - Two employees carrying out the same or similar posts, on the same grade, may apply to share either of their existing posts, or a similarly graded vacant post
 - A successful candidate at interview may be appointed to a vacant post on a job share basis, with the remaining part of the post being advertised
 - An employee, returning from maternity leave, co-parenting leave, adoption leave or a career break etc may wish to undertake fewer hours in their established post as a job sharer, with the remaining portion of the post being advertised.
 - All employees have the right to request job sharing however, employees with childcare/ caring responsibilities should consult the Flexible Working for Parents and Carers Policy, as this will provide further information on the other flexible working options available to them.
11. Arrangements for job share will be dependent upon both the type of work and the individuals concerned. Arrangements for covering the hours of work and the allocation of particular duties and responsibilities will be agreed with the individuals concerned. Where necessary, there will be an addendum to the job description for the post, expressing the agreements reached.
12. The allocation of tasks and arrangements for the division of hours will need to take into account the requirements of SYFR and cover the full range of duties and responsibilities of the particular post.
13. There will be no contractual requirement for job sharers to work full-time or additional hours to cover when their job share partner is absent due to leave or sickness, or when the other part of the post is vacant.
14. In the event of one job share partner, for whatever reason, ceasing to continue in the post, the remaining job share partner will be offered first refusal of the full-time post. If they do not wish to accept the post on a full-time basis, then another job share partner should be sought using the usual recruitment and selection procedures.
15. If it is not possible, after all reasonable attempts have been made, to find a job share partner within six months, consideration may be given (in consultation with the job sharer) to re-deploy the remaining job sharer into a suitable post and re-advertise the post as fully vacant.
16. Job share arrangements usually provide for full time roles to be divided equally, i.e. a 50/50 split between two employees. Other combinations can be considered as appropriate, where it is reasonable and practical and where corporate and operational needs will not be adversely affected.

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17. Operational staff following the station based shift system are entitled to request job sharing provided that the arrangements are within the current shift pattern and follow the tour of duty.
18. Revised working arrangements could include working the following shift patterns:
 - One day and one night
 - One tour on and one tour off
 - Working only days
 - Working only nights
19. **PLEASE NOTE:** All variations will be considered according to the needs of the organisation. The latter two options of working only days or only nights on an operational basis will only be considered in exceptional circumstances, on the following grounds:
 - Having caring responsibilities
 - Short-term need
 - Medical reasons
20. Employees will be expected to have a degree of flexibility in order to ensure they fulfil their obligations to SYFR's training programme. If therefore, an operational firefighter wanted to work solely on night shifts then on a number of occasions, they will have to attend training during the day in order to fully maintain their competence. This will require them to swap a night shift to a day shift to accommodate the necessary training. Job-share arrangements will not be permitted if they compromise training and maintenance of skills.
21. Any job sharer who undertakes secondary employment will be required to adhere to the Working Time Regulations. Under Working Time Regulations, SYFR has an obligation to take all reasonable steps to ensure that employees do not exceed an average of 48 working hours per week (over 17 weeks). This includes work relating to business interests, secondary employment outside SYFR or work done on a voluntary basis. Where it is possible that this average will be exceeded, the individual may opt out by signing an opt out form. Irrespective of whether an opt out form has been signed, all employees should maintain a record of dates and hours worked. This must be produced to line management, when requested, to enable the organisation to monitor compliance with Working Time Regulations. Furthermore, adequate rest periods must be taken between work shifts. Please see the Working Time Regulations policy for further information.
22. Line managers have a responsibility to monitor the hours worked by employees within their team (including, where necessary, hours undertaken as secondary employment) to ensure that obligations contained within the Working Time Regulations are met. Further guidance is available for line managers and employees from Human Resources.
23. Employees are reminded that secondary employment should not be undertaken during the rest period prior to reporting for duty.

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THE PROCESS

24. Where a job share arrangement is required due to childcare/ caring responsibilities, please refer to the 'Flexible Working for Parents and Carers' policy and complete the appropriate form (available on the Intranet or from the HR Employment Services team).
25. In order to request a job share arrangements for other reasons, the form in Appendix A should be utilised in order to highlight the rationale behind requesting such a change.
26. Once the form has been completed and returned to Human Resources, an interview will be arranged with the employee's manager and a HR representative, in order to discuss the content of the form in more detail.
27. If the request for job-sharing is granted, the employee will be notified in writing.

RECRUITMENT AND SELECTION

28. All vacancies should be assessed to establish their suitability for job sharing. Those posts that are considered appropriate for job sharing will be advertised as such.
29. Where an individual request from an existing employee to job share is agreed, the resultant part of the post will be advertised and Human Resources will undertake to recruit for the post within two months of the application. The reduction in working hours of the existing employee will usually take place on the first day of the recruited job sharer.
30. Applicants who express an interest in job sharing will be considered using the usual recruitment and selection process. Individual applicants interested in job sharing will be assessed on their merits, as are all other candidates. Only when the recruitment process is completed, will discussions take place as to the practical working arrangements of the job sharing.
31. Joint requests from existing employees, wishing to reduce their hours by sharing one of their posts, will only be considered where this will not involve promotion. Where an existing employee moves to a lower graded post on a job share basis, the employee's salary will not be protected.

CONDITIONS OF SERVICE

32. All conditions of service apply in the same way as they would to an employee in a full-time, establishment post. Specific conditions of service are listed below:

Contract of Employment (Statement of Written Particulars)

Each job share partner will hold an individual contract of employment. The post holder's title will be given, followed by the text 'Job Share'. The job description will be

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that of the established post, with an addition to reflect any agreements where overlap/continuity and/or split tasks are required.

Hours of Work

The hours of work will be stated in each job sharers contract of employment (statement of written particulars). The total hours worked must not exceed those of the established post.

Changeover Arrangements

Where continuity is determined as an essential requirement of the role, the job sharers should ensure that this is achieved within the normal total hours of the established post, without extending the work time span of attendance.

Salary

The salary will be pro rata for the number of hours worked. It is therefore possible for individuals sharing the same post to be paid at different incremental points within the grade of the post. Normal incremental progression shall apply.

Promotion

Job sharers who apply for higher graded posts shall be considered in the same way as full-time employees.

Overtime

Where in exceptional circumstances, a job sharer works beyond their own usual contracted hours, reimbursement for those additional hours shall be at a plain time rate or accrue as time off in lieu. Overtime rates will only be paid where hours are worked beyond the usual hours of the established post.

Annual Leave

Standard leave entitlement will be pro rata to the number of hours worked by each of the job sharers. There is no restriction on job sharers taking annual leave at the same time, subject to the normal provisions which apply, i.e. where corporate and operational needs are adversely affected

Public and Statutory Holidays

Public and statutory holidays will be shared pro rata to the number of hours worked. Where the working arrangements result in a disproportionate share, adjustments will be made, in consultation with the job sharers and line management, to ensure that the benefits of public and statutory holidays are equally distributed between the job sharers, regardless of which days they work. It may therefore necessitate a change of the day on which a job sharer works.

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Sick Pay and Sick Leave

Sick pay and sick leave will be pro rata to the number of hours worked by the job sharers. Entitlement to sick leave and pay is based on a reckonable length of service calculated on an individual basis

Maternity / Co-Parenting / Adoption Leave

Job sharers will receive the provisions of the appropriate NJC Conditions of Service, augmented by relevant local agreements pro rata to the number of hours worked.

Training and Development

Training and development will be considered on the same basis as for those in full time established posts. Where there is a requirement for a job sharer to attend a training course on a day when they are not usually at work, reimbursement at plain time or time off in lieu will be granted.

Pension

All job sharers will be subject to the usual pension provisions.

Flexi-time Attendance Scheme

The flexi-scheme applies equally to all Support Staff, whether they are full time/part time or job share employees. The conditions of the scheme will be applied equitably to all. It is the responsibility of the job sharers to ensure that they attend for their contracted hours and that any core hours are covered.

Change of Circumstances

Existing employees may request to job share their own posts. A minimum of one month's written notice to this effect must be given to their line manager/s, who will give a written response within one month.

***If you require any further guidance on this Policy please contact
Human Resource***

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JOB SHARE REQUEST FORM

This form is to be completed by staff who genuinely feel they would need to request job-share working arrangements. Please complete all sections fully and provide as much information as possible about the proposed working pattern you would like to be considered, including how the changes will be accommodated. HR will then be in contact with each employee with a view to arranging a one-to-one meeting in the majority of cases.

If job share arrangements are required due to childcare/ caring responsibilities, please refer to the Flexible Working for Parents and Carers policy, available on the Intranet.

Personal Details

Name:

Job Title:

Section:

Employee No:

Line Manager:

Responsibilities

Describe your current responsibilities and provide as much detail as possible about the problems which you are experiencing due to your current work pattern:

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.....
.....

(You may continue on a separate sheet if necessary)

Are you aware of an employee who would be willing to job-share with you? If so, who?

.....
.....

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Describe the working pattern(s) you would like to work (days/hours/times worked/ place of work etc)

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.....
.....

(You may continue on a separate sheet if necessary)

Impact of the new working pattern

I think this change in my working pattern will affect my employer and colleagues as follows:-

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.....
.....
.....

(You may continue on a separate sheet if necessary)

ALL APPLICANTS MUST COMPLETE THIS SECTION

Signed: Date:

Name:

Please return to: Amy Leech, HR Manager, Employment Services, Command HQ, 197 Eyre Street, Sheffield, S1 3FG.

The HR team will contact each individual who submits a request form with a view to arranging a one to one meeting in the majority of cases.

Please provide contact details as we will need to liaise with you directly in order to obtain further information/ arrange a meeting etc.

Home Tel:.....

Work Tel/ Mobile:.....

E-mail address: _____@_____

PLEASE NOTE: Anyone found to be providing false information may render themselves liable to disciplinary action.