

BRIATHAR DÉ MO LÓCHRANN



MIC

MARY IMMACULATE COLLEGE
COLÁISTE MUIRE GAN SMÁL

POLICY:

Job-Sharing – Academic Staff

FIRST DRAFT:

ADOPTED:

2004

AMENDMENTS:

None to Date

REVIEW:

September 2018

POLICY ON JOB-SHARING – ACADEMIC STAFF

1. PREAMBLE

- 1.1 All policies, guidelines and protocols of Mary Immaculate College, will reflect the Colleges commitment to the promotion of equality and will be fully compliant with the provisions of prevailing equality legislation.
- 1.2 Mary Immaculate College is committed to developing, maintaining and supporting a policy of equal opportunities in employment and family friendly policies. The College supports job-sharing in principle, where it is reasonable and practical to do so and will do its best to ensure that applicants will be facilitated as much as possible.
- 1.3 However, the welfare and educational needs of the students will normally take precedence over other considerations. Therefore, while all applications will be considered on their own individual merits in a fair and equitable manner, the College cannot always guarantee a job-sharing facility to all interested members of staff.
- 1.4 This policy is based on Circular 31/2001: Civil Service Worksharing Scheme, as issued by the Department of Finance.

2. PURPOSE

- 2.1 The purpose of a job-sharing scheme is to allow permanent full-time members of the academic staff to opt for a more flexible working arrangement for a temporary period. A job share is defined as where two appropriately qualified and experienced people voluntarily agree to share the duties and responsibilities of one full-time post.
- 2.2 The reasons for requesting to job-share are:
 - (a) To facilitate the balancing of work with other commitments in particular family commitments. For example, child rearing or caring for a dependent adult.
 - (b) Educational purposes.
 - (c) Assisting in the transition to retirement.

3. ELIGIBILITY

- 3.1 The scheme is open to permanent academic staff (Assistant Lecturer or Lecturer grade), who have satisfactorily completed their probationary period.
- 3.2 Due to the nature of the work, particularly the high level of duties and responsibilities, and

the efficient operation of College services, it is not feasible for staff employed at or above the grade of Senior Lecturer 9 (SL9) or equivalent, to job share.

- 3.3 The term “job-sharer” as referred to in this scheme means a permanent wholetime staff member who opts to job-share his/her post for a minimum period of one year from the start of the College’s academic year.

4. CONDITIONS OF SERVICE

- 4.1(a) This scheme provides for a permanent wholetime lecturer to make application to share his/her lecturing post with another permanent wholetime lecturer in the same subject area on a 50:50 basis.

OR

- 4.1(b) Where there is no other suitable member of staff to job-share, a permanent wholetime lecturer may make application to share his/her wholetime lecturing post on a 50:50 basis through the temporary employment of a lecturer on a half-time basis.
- 4.2 It will be the function of the Director of Human Resources to ascertain from the relevant Head of Department that both job-sharers are suitably qualified and experienced to job-share a particular post. The outcome shall be notified to the Personnel Officer, who in turn will make a recommendation to Executive Team. If the Head of Department is of the opinion that the duties of the post are not suitable for a job share, he/she must outline the reasons in writing why it is not appropriate to job-share the post.
- 4.3 On approval of the application, both job-sharers will be required to carry out half of the duties appropriate to the grade, in accordance with the job description for the permanent wholetime post. Both job-sharers will be required to consult with the Head of Department and with each other, as appropriate, to ensure that the service provided to students and the College is not adversely affected as a result of the job-sharing arrangement. (Please also refer to Section 14).
- 4.4 In the event of 4.1(a) occurring, the resulting vacant post will be filled by public competition on a temporary basis for the duration of the job-share arrangement.
- 4.5 In the event of 4.1(b) occurring, the permanent post holder will be time-tabled to lecture half the weekly hours appropriate to his/her grade and assigned duties associated with the grade in accordance with the job description for the permanent whole-time post. A temporary part-time lecturer will be employed on an appropriate contract to perform the

duties associated with the other half of the post. Both post holders will be required to liaise with each other, as appropriate, to ensure that the service provided to students and the College is not adversely affected as a result of the job-sharing arrangement.

4.6 A person who is job-sharing shall resume full-time employment at the end of the agreed job-sharing period.

5. APPLICATION PROCESS

5.1 An application should be made in writing to the Director of Human Resources, who in turn, will refer the application to Executive Team for decision.

5.2 The application must state the reason(s) why the job-sharing arrangement is being sought. The application should also contain details of the job-share arrangement, including who may be the job-share partner and proposals as to how the post, duties and responsibilities may be equally shared.

5.3 Before referring the application to Executive Team, the Director of Human Resources will seek in writing the views of the relevant Head of Department

5.4 If the Head of Department is of the opinion that the duties of the post are not suitable for a job share arrangement, he/she must outline the reasons in writing why it is not appropriate to job-share the post.

5.5 In referring the application to Executive Team, the Director of Human Resources will make a recommendation as to whether or not the application should be approved.

5.6 Applications for job-sharing must be submitted to Director of Human Resources by 1st March of the academic year preceding the academic year in which the job-sharing is to commence.

5.7 Applications for an extension to job-sharing must be submitted to the Director of Human Resources by 1st March of each year.

5.8 The date of 1st March may be waived in exceptional circumstances.

5.9 A lecturer on career break or other approved leave of absence may apply to job-share on resumption of lecturing duties but the application must be submitted in accordance with the terms outlined above.

6. ATTENDANCE ARRANGEMENTS

6.1 The College will decide what the attendance arrangements will be by taking into account the requirements of the College and the requirements of the job-sharer.

Attendance arrangements may include:

- (i) Half or split days, i.e. one partner working in the morning and the other working in the afternoon.
- (ii) Half or split weeks i.e. one partner working the first 2.5 days and the other partner working the remaining 2.5 days.
- (iii) Two days one week and three days the next i.e. with the job sharers alternating to work the extra day
- (iv) Alternate weeks i.e. job share partners each work one week one, one week off

6.2 The particular needs of posts will largely determine what patterns of job-sharing are possible and the College will determine the particular attendance pattern to apply to each shared post.

7. DURATION

7.1 A person must participate in the scheme for a minimum period of twelve months from the beginning of the job-sharing arrangement. Each period of job-sharing shall be for 12 months, from 1st September of each year with annual review and re-application by 1st March of each year.

7.2 If an individual job-sharer wishes to extend the job-share, the application must be forwarded to the Personnel Officer.

7.3 The College reserves the right not to grant any continuation to a job-sharing arrangement or to alter the terms and conditions of the job-sharing arrangement from one period to another.

8. DUTIES

8.1 It will be the responsibility of the Head of Department to ensure that those sharing a wholetime post operate satisfactory arrangements for consulting with each other, and fulfill all the responsibilities attaching to the wholetime post to the satisfaction of the College.

8.2 A job-sharing lecturer shall carry out all such duties (appropriate to his/her academic grade) as are assigned to him/her in accordance with collective agreements relating to full-time academic grades.

9. RETURN TO FULL-TIME EMPLOYMENT

9.1 A job sharer may apply for suitable full-time vacancies, which are advertised within the College or have the option to return to their full-time post.

9.2 The College reserves the right, in exceptional circumstances, to require individual job-sharers to resume duty on a full-time basis, for a temporary period. A failure to return to full-time work where required by the College will be treated as a serious disciplinary offence.

9.3 Return to full-time employment is subject to:

(a) If the job-sharing arrangement is found to be unsatisfactory sharer/s may be obliged to resume full-time work.

OR

(b) A suitable vacancy being available on the date of return or at the earliest possible opportunity.

10. OUTSIDE WORK & CONFLICTS OF INTEREST

10.1 The College remains the employer of the job-sharing employee throughout the period of the staff member's participation in the job-sharing scheme. The approval of Executive Team must therefore, be obtained before any outside employment is undertaken by the job-sharer, (occasional lectures apart).

10.2 The College may require a staff member participating in the job-sharing scheme to resume full-time duties where, in the opinion of Executive Team, the staff person is engaged in self-employment or alternative paid employment that actually or potentially interferes with the work performance of his/her duties within the College.

11. RESIGNATION ETC. OF JOB-SHARE PARTNER

11.1 If one job-share partner is no longer in the employment of the College and the remaining job-share partner does not want to work full-time, the following procedures should be

followed:

- (a) The position will be reviewed in order to establish if any changes are required.
- (b) The vacant half of the job share post should be advertised internally immediately.
- (c) If a suitable job-share partner cannot be found internally, the half-time position should be advertised externally.
- (d) In the event of no suitable job-sharing partner being found, the remaining job-share partner may be required to return to a full-time position until the vacated job-share position is filled.

12. PAYMENT OF SALARY

- 12.1 Job-sharers participating in the scheme in general enjoy pro-rata arrangements with their full-time colleagues in relation to pay, workloads and conditions of employment.
- 12.2 The rate of pay applicable to a job-sharer shall represent 50% of the corresponding point on the scale, which would apply if he/she had remained in wholetime employment.
- 12.3 A job-sharing lecturer will qualify for incremental credit on a scale of pay in the normal way.
- 12.4 A job-sharer returning to full-time employment will be assimilated to the scale appropriate to a whole-time lecturer in accordance to conditions of employment.

13. EXTRA ATTENDANCE

- 13.1 Job-sharing staff who are required to attend work during normal office hours on days, or at times, which are outside their scheduled job-sharing attendance pattern, (whether for purposes of attending training courses, attending meetings or for other official purposes) should be given additional pensionable payment at their normal rate of pay or time off in lieu. In this instance, time taken off in lieu of payment for extra attendance is pensionable.
- 13.2 Staff may not be requested to provide such extra attendance during normal office hours without the prior approval of the Personnel Officer.
- 13.3 It is essential for superannuation purposes that any such extra attendance be recorded and a return detailing any such extra attendance is provided by the Head of Department of the person participating in the job-sharing scheme to the Personnel Officer.

14. ANNUAL LEAVE

- 14.1 Job sharers are entitled to half the annual leave (for their grade) they would be entitled to if working on a full-time basis, subject to the provisions of both the Organisation of Working Time Act, 1997.

15. PUBLIC HOLIDAYS

- 15.1 In compliance with the Organisation of Working Time Act, staff working on a split week are entitled, in respect of any public holiday on which they were not scheduled to attend for work, to an additional half-day's pay. For public holidays on which they would normally have been scheduled to work, they will continue to receive a full day's pay.

16. SICK LEAVE

- 16.1 Salary will continue to be paid to a job-share on a pro-rata basis in compliance with Sick Leave Regulations.

17. OTHER LEAVE PROVISIONS

- 17.1 A person participating in the job-share scheme will retain statutory entitlements in respect of maternity leave and adoptive leave.
- 17.2 Maternity leave and adoptive leave for job sharers will be pro-rata to their entitlements if they were working on a full-time basis under the terms of the Maternity Protection Act 1994 and the Adoptive Leave Act 1995.
- 17.3 A person participating in the job-share scheme will retain the statutory entitlement to parental leave.
- 17.4 A person participating in this scheme may avail of *force majeure* leave within the scope of the general provisions in relation to such leave.
- 17.5 The granting of bereavement leave will depend on whether or not a person participating in the job-share scheme was scheduled to work for the period in question.

18. PROMOTION

18.1 A job-sharer will be eligible for promotion, subject to the following conditions:

(a) For the purpose of reckonable qualifying service, credit will be given for job-sharing service on the same basis as full-time service.

19. An offer of appointment to a post will be conditional on the job-sharer undertaking to perform on a full time basis the duties of the new post.

20. SUPERANNUATION

20.1 Superannuation benefits of job sharers will be pro-rata to those of full-time staff, on the basis that each year of job sharing will count as six months service for superannuation purposes.

21. SOCIAL WELFARE ARRANGEMENTS

21.1 As the attendance pattern agreed may affect a person's social welfare contribution record (i.e. not all attendance patterns may reckon as 52 contributions in any or every year), staff are strongly advised to check with the Department of Social, Community and Family Affairs prior to commencing job-sharing and to check the up-to-date position because it is important that staff are aware that a job-share attendance pattern may affect their social welfare entitlements.