This guidance for NUT members interested in job sharing tells you:

• what job sharing is and where to go for advice on job sharing;
• how to apply for a job share, either in your own post or in a vacant post you see advertised, and what to do if an application is turned down; and
• what your position as a job sharer should be regarding pay, conditions of service and working time arrangements, and what should happen if your job share partner leaves.

If you decide to apply for a job share, you should always seek advice from your NUT Regional Office, or in Wales the NUT Wales Office, NUT Cymru, before agreeing arrangements.

WHAT IS JOB SHARING?

Many teachers need to combine their teaching career with other, equally demanding, priorities, including family and caring commitments, voluntary or other paid work and full or part-time study. Job sharing provides a means for such teachers to juggle the various facets of their life.

Job sharing is, for legal purposes, a form of part time working. The difference is principally that it is a shared responsibility for a single full time post involving the full range of teachers’ duties and responsibilities. Few part time teachers occupy promoted posts but many job shares operate successfully in promoted posts.

Who might be interested in job sharing and why?

Many teachers, not just those currently working full time, find job sharing to be an attractive alternative to an undesired career break or to possibly less secure part-time teaching posts.

The vast majority of enquiries about job sharing received by the NUT are from women teachers considering the possibility of returning to work on a part time basis immediately after maternity leave. Job sharing often, however, also appeals to teachers in the following groups:

• men and women teachers seeking part-time employment to allow them to play an active role in rearing their children, regardless of whether they have already been on maternity leave or otherwise had any break from teaching for child rearing;
• existing part-time teachers seeking the opportunity to obtain posts of responsibility while remaining in part time employment;

• mature teachers who, after an absence of some years from the profession, would like to return to teaching preferably on a part-time basis;

• teachers who would welcome a decrease in their professional responsibilities and workload because of responsibility for a dependent relative or other personal commitment;

• teachers who wish to pursue courses of study;

• teachers with disabilities or progressive medical conditions who may, with a lightened teaching load, be able to remain in employment longer;

• teachers nearing retirement age interested in a “phased retirement”.

**Why should employers be interested in job sharing?**

Job sharing can help employers with recruitment and retention as well as demonstrating their commitment to equal opportunities. It can help ensure a wider pool of applicants for posts and reduce staff turnover. The combination of part-time work with career prospects may encourage more women teachers to remain in teaching after maternity leave or to return to teaching. Because teachers with convenient hours of work are more likely to stay in post, it can reduce turnover. Schools benefit by having more highly motivated teachers who perceive that their professional experience and expertise is well rewarded.

LEAs and schools have widely reported educational and organisational benefits from job sharing. Pupils receive a range of teaching experiences from teachers who have two specialist areas of expertise between them and are provided with role models of cooperation. The lower rates of turnover and illness among job share teachers can afford greater continuity. In secondary schools, job sharing can give greater flexibility in timetabling where job share partners are able to teach at the same time.

There is no evidence that splitting responsibility for classes in any way affects pupils’ education. Ofsted concluded in a 1994 research report that the quality of work of part-time teachers, including job sharers, was “significantly above the national average”. In its reports on individual schools Ofsted has commented favourably on the benefits of job share arrangements, including the quality of educational provision and the good progress made by pupils taught by job sharers. In addition, employment tribunals have rejected any assumption that job sharing has an adverse effect on education.

Job sharing may reduce teacher stress, tension and illness, enabling teachers to be fresher and more energetic. In certain cases, the job share may allow for the sickness absence on the part of one job sharer to be covered by the job share partner. This minimises disruption and generates savings on the administrative costs of finding and employing supply teachers. Such cover, however, should be at the discretion of the job sharer and should not form part of the job share contract.
HOW TO ARRANGE A JOB SHARE

Schools are sometimes reluctant to consider job sharing. The NUT believes that applications to job share teaching posts should be properly considered. Job share arrangements should be excluded only where it is demonstrated objectively by the employer that it is not practicable to operate such arrangements. There are examples of job shares operating successfully at all levels of teaching up to and including deputy headteacher posts.

Teachers with a child under the age of 6 also now have a statutory right to request flexible working arrangements. Further information on this statutory right is contained in the NUT briefing document “NUT Guidance for Members on the Right to Request Flexible Working”.

If you are interested in job sharing, ask for details of the procedure to be followed for job share applications, particularly in respect of posts which have not been advertised as open to job sharing. Advice should always be sought from your NUT division or local association or from your NUT Regional Office, or in Wales the NUT Wales Office, NUT Cymru.

Job share policies

Some LEAs have written job share policies, negotiated with the NUT, which are very helpful in persuading schools in those LEAs to agree to applications for job sharing. Details can be obtained from your NUT division or local association, or your NUT Regional Office, or in Wales the NUT Wales Office, NUT Cymru.

“Good practice” policies should permit job share arrangements unless the employer can demonstrate that in respect of a particular post or posts it is not practicable to operate such arrangements. Such policies should set out guidance on the procedures for application for job shares and the contractual conditions which should attach to job shares. Some LEA operate job share registers of teachers who are interested in moving to a job share, which can be consulted to look for a possible job share partner.

How to apply for a job share in your own post

If you wish to convert your present post into a job share, it will be necessary to make an appropriate request to your employer. Some LEAs have job share procedures in place with standard forms drawn up specifically for the purpose. Otherwise, application will need to be made to your headteacher or governing body. It is helpful to set out your preferred arrangements and, in particular, to indicate:

• the reasons why you wish to job share;

• the range of hours, days or sessions that you would like to work;

• the name of any possible or proposed job sharer who you would wish to have considered; and
Your willingness to meet the head to discuss the operation of a possible job share.

Applying jointly with a job share partner may be advantageous. It is, however, not necessary to do so and job share applications without named prospective partners should always be properly considered.

Sample job share proposals for primary and secondary schools are attached to this guidance. Although not intended as NUT models, they suggest layout and content.

The response from your headteacher should indicate the outcome of your request. It is unnecessary for you to be interviewed, as you have already been appointed to the job in question - it is merely a matter of the employer agreeing to the change in working arrangements. Prospective job share partners, however, may need to be interviewed if they would be new to the school or are currently employed at the school but in very different kinds of posts.

**Anticipating objections to job sharing**

Some governing bodies, with no experience of job shares, may be unhappy with the concept. Apart from drawing attention to the many positive aspects of job sharing, as shown above, the NUT and some LEAs will be keen to remind schools that requests to job share should not be unreasonably refused. While in law there is no automatic right to job share, a refusal which is not clearly justified on objective grounds may be a breach of anti-discrimination legislation. The NUT has pursued successful complaints of unlawful sex discrimination at employment tribunals in respect of schools which have refused job share requests.

Some employers raise objections on the grounds that the need to pay National Insurance (NI) contributions for two teachers instead of one might increase costs. In fact, the increase in cost is fairly minimal. The same is true of the extra administrative costs of drawing up two itemised pay slips and calculating tax deductions.

**What to do if a request to job share is turned down**

If an initial request to job share is refused then the headteacher or governing body should be asked for full written details of the reasons. You should seek advice and assistance from your NUT division or local association, or your NUT Regional Office, or in Wales the NUT Wales Office, NUT Cymru.

Use of grievance procedures may be appropriate where applications are rejected. Members should seek NUT advice before initiating such procedures.

As noted earlier, although there is no automatic right in law to job share, it may be possible to use anti-discrimination legislation to support your case. This legislation puts strict time limits for taking matters forward so you must seek NUT advice as soon as possible and make the NUT aware of your situation at the earliest opportunity.
Applying to job share posts which you see advertised

You are not limited to applying for a job share only where the post is advertised as suitable for job share. The NUT believes that applications to job share should be properly considered. If interested in job sharing, you should request details of the procedure for job share applications, particularly where posts have not been specifically advertised as open to job sharing. Applying jointly with a job share partner may be advantageous but this should not be a requirement.

Where an application is received for a vacant post on a job share basis, with or without a prospective job share partner, a “good practice” appointments procedure for the LEA or school would take the form set out below.

- The application should be accepted and considered alongside those of applicants seeking appointment on a full time basis, even where the job share applicant is not applying jointly with a prospective job share partner.

- Short listing and interviewing should be carried out for all applicants by reference to the same person specification.

- Joint applicants for job share should be interviewed separately and their individual suitability for appointment considered, although their combined abilities and overall suitability with regard to the person specification should be taken into account during short listing and interview.

What happens if a job share partner cannot be found

Arranging a job share does depend on a job share partner being found. This is true whether you are seeking to job share your own post or whether your application to job share another post has been accepted.

The NUT’s advice on what should happen if a job share partner leaves is set out in the final section of this document. The same principles should apply where difficulties arise in finding a job share partner.

If you are applying to job share your own post, it is unlikely that the job share arrangement will commence until a job share partner is appointed and starts work. The option to resume your post on a full time basis should be available where, after taking all available and reasonable steps, a job share partner cannot be found.

In order to accept an offer of job share in a post different from your own, you will need to resign from your current post. If, therefore, a job share partner is not already in place, you should protect your existing employment by seeking to defer formal acceptance of the post until a partner is found. If agreement to such a deferral is forthcoming, you should resign from your existing post only when a job share partner is found and you are certain you will be taking up the new job share post.
PAY, CONDITIONS AND WORKING TIME FOR JOB SHARERS

Operating a job share arrangement does not require the job sharers’ contracts to be fixed term or temporary rather than permanent. The NUT believes that job sharers should have security of tenure through permanent contracts of employment.

There are two exceptions to this. The first would be where the job share post is genuinely of a temporary nature e.g. covering for maternity leave, secondment or pending a permanent appointment. The second would be where a full time teacher wishes to work on a job share in his or her own post for a certain period and then revert to working full time in that post. If this is the case, then the right to revert to the full time position should be clearly spelt out in the agreement with the employer. The job share partner would then need to be employed on a fixed term basis for that period.

Advice should be sought from the NUT where there is any suggestion of a job share contract being other than permanent, particularly where teachers are moving from full time permanent position to job shares. Job sharers who accept such arrangements may compromise their right to complain successfully if the job share contract is subsequently not renewed.

The following sections give further guidance on the contractual provisions which you should make sure are included in any job share arrangement agreed with your employer.

Particular attention should be paid to the sections of this guidance on salary levels and working time obligations. It is in these areas where most disputes subsequently arise, particularly where job sharers are asked to attend, for example, parents’ evenings, staff meetings and INSET on days when they would not normally have teaching commitments. To avoid disputes, working time arrangements should be clearly specified in job share contracts.

The contract

Each partner should be issued with a contract specifying that he or she is part of a job share arrangement in a single full time post.

Where the job share arrangement is for a fixed term or is temporary in nature, the contract should specify the period of the fixed term or the circumstances in which it may terminate e.g. return from maternity leave

The contract should identify the rights of any job share partner to revert to full time employment and the circumstances in which they may do so.

Pay and conditions of service

The contract should set out the salary for each partner, being the proportion of the full time salary determined by the division of the total working time between each job share partner.
The contract should specify the allocation of specific duties and responsibilities between the partners with a broadly similar level of responsibility for each partner.

The contract should include an undertaking that where a partner is absent the other will not be expected to take on the full range of additional duties and responsibilities including those of the absent job share partner.

The contract should set out the conditions of service, such as sick pay, maternity pay, notice periods etc, attaching to the post. These should be no less favourable than those for other part time teachers working for the same employer.

The contract should incorporate the procedures to be applied where one partner leaves the post. These should be in line with those detailed below.

**Working time arrangements**

The contract should identify the working time arrangements to apply to each of the job share partners, including the division of the working week, the 190/195 working days and the 1265 hours of directed time.

Any realistic working time arrangement which has the agreement of the job share partners should also be acceptable to the school, whether this is a shared week, shared day or a “fit the timetable” arrangement.

The working time obligations of job share partners should not jointly exceed those required of individual full time teachers at the school. In particular, they should not exceed 1265 hours and 195 days unless their salaries are in total greater than the full time salary. The NUT recommends that, where necessary due to the working time arrangements agreed for the job share, provision should be made to permit the salaries of the job share partners to be in total up to 1.1 FTE (i.e. 10 per cent greater than the full time salary).

The working time arrangements set out in the contract should, in particular, include the following provisions.

1. Job sharers should be entitled to at least the same proportion of non-contact time as a teacher employed in the post on a full time basis would receive.

2. Both job share partners should, wherever possible, be provided with additional non-contact “handover time” within their contractual working time, in order to meet to co-ordinate the preparation and planning of their teaching and other duties and ensure the effective functioning of the job share.

3. Only one job share partner at any one time should be required to undertake professional duties other than teaching (e.g. supervision duties or attending staff meetings) at any one time.

4. Job sharers should not be required to undertake such duties on days when they do not normally teach.
(5) Both job share partners should be permitted to choose to attend all INSET meetings and parental consultation evenings. Job sharers should receive additional payment for such attendance on days when they do not normally teach. Such payment might, for example, be made at the appropriate supply teaching rate.

(6) Job sharers who work additional days in order to cover for the absence of their job share partners should receive additional payment for doing so. Such payment might be made at the appropriate supply teaching rate for short term absence or under a short term supplementary contract for longer periods.

**Pensions implications**

Full-time teachers are automatically eligible for membership of the Teachers’ Pension Scheme. Part-time teachers, however, must positively elect to be part of the scheme. A teacher who moves to a job share, therefore, can join or continue to be a member of the Teachers’ Pension Scheme. It will be necessary to notify the Teachers’ Pensions Agency, which administers the scheme, and inform them that you wish to do so.

Moving from full-time teaching to job sharing will have an effect on pension entitlement in the same way as movement from full-time to part-time teaching. The length of pensionable service will be lower if you move to a job share because only the days on which you work will be counted towards pensionable service. If you move to a job share in a post at a lower salary grade before retirement then the “final salary” against which your pension is calculated may be reduced.

There are, however, provisions in the Teachers’ Pension Scheme which will give some protection, including the arrangements for making Additional Voluntary Contributions (AVCs) or purchasing “added years” to top up the length of your pensionable service, and arrangements for salary protection in the form of “hypothetical awards” or “stepping down” for those close to retirement.

Applicants for job share posts should seek specific guidance on the pensions implications from your NUT Regional Office or in Wales the NUT Wales Office, NUT Cymru.

**What happens if a job share partner leaves?**

Where one job sharer leaves the post, a “good practice” appointments procedure for the LEA or school would take the form set out below.

- The remaining job share partner should first be invited to fill the post on a full time basis or to indicate whether he or she wishes to vary the existing arrangement. It will not always be feasible, however, for every desired variation to be accommodated because this could make the remaining element of the job being impossible to fill.

- Where the remaining job share partner does not wish to fill the post on a full time basis, the job share should be advertised on the existing basis.
• Where a job share appointment is not successfully made on first advertisement, the job share should be readvertised on the same basis.

• Where a job share appointment cannot be made on readvertisement, consideration should be given to other means of dealing with the situation such as maintaining the post as a permanent part time post to be filled by the remaining job share partner.

It is important to understand that where a job share appointment cannot be made, a decision might be taken to reinstate the post as full time. The remaining job share partner would then be faced with the choice of taking up the post on a full time basis or seeking other employment. If in these circumstances, he or she is still unable or unwilling to resume full time teaching, the LEA should seek to nominate the teacher for any vacant similar position elsewhere in schools in the LEA or otherwise assist the teacher to secure alternative employment. There is no guarantee, however, that such alternative employment would in all cases be found for the teacher.

As noted earlier, a similar procedure should be used in cases where a job share applicant is appointed to a job share position and no prospective job share partner is appointed at the same time.

National Union of Teachers
April 2002
### JOB SHARE PROPOSAL - PRIMARY SCHOOL EXAMPLE

#### MIDSHIRE PRIMARY SCHOOL

**Job Share Proposal - LB and MT**

1. **Working week**

   We propose that we would split the working week as follows:

   - Monday, Tuesday, Wednesday am - LB
   - Wednesday PM, Thursday, Friday - MT

   We would share/cover all normal professional duties with the agreement of Headteacher (or Deputy Head).

2. **Responsibilities for Curriculum and Assessment**

   We propose that we would take joint responsibility for planning the operation of the Literacy and Numeracy Strategies and the overall implementation of the English and Mathematics National Curriculum. In relation to size and the foundation subjects, we would divide up responsibility for teaching those subjects according to the overall curriculum planning within the school.

   We would ensure that assessment and record keeping are co-ordinated and cross-referred.

3. **Planning**

   We would share attendance at year group planning meetings with the person attending depending on the day when the meeting is held. We would wish to aim for a 50% shared attendance.

   We would draw up plans for subjects jointly or individually as specified above and discuss standards expected in behaviour and work to ensure continuity.

   We would plan for the week ahead individually, with two weekly forecasts held in the class management file produced in advance.

4. **Liaison**

   We would maintain a class liaison file detailing incidents, pastoral concerns, liaison with parents, etc., for reference during the week to provide continuity. This would include a seating plan, medical notes, links/changes and continuity together with a section identifying strengths/weaknesses of the system. This would always be available in the classroom.
We would wish to hold a weekly liaison meeting, if agreement can be reached to include this in our working time arrangements as part of “overlap time”, to liaise on the following areas:

(a) Jointly planned subjects - stage reached and matters arising  
(b) Other curriculum areas  
(c) Class file (see above)  
(d) Year group meeting matters

We would invite the Classroom Assistant (if allocated) to attend as an important link.

5. **Staff Meetings**

We propose that we would share attendance at staff meetings with the person attending depending on the day when the meeting is held. We would wish to aim for a 50% shared attendance.

6. **Non-Pupil Days**

We would both seek to attend in-service training and would ask for agreement to additional payment where one or other partner in the job share arrangement does not normally teach on the day of the week when the training day is held. Otherwise, we would share attendance with the person attending depending on the day when the meeting is held. We would wish to aim for a 50% shared attendance.

7. **Reporting to Parents**

(a) **Parents’ Evenings** - We would both seek to attend parents’ evenings and would ask for agreement to additional payment for the job share partner who does not normally teach on the day of the week when the parents’ evening held. Otherwise, we would share attendance with the person attending depending on the day when the parents’ evening is held. We would wish to aim for a 50% shared attendance.

(b) **Reports** - We would liaise for all areas but would take individual responsibility for subjects taught other than English and Maths and teacher’s comment.

8. **Other Matters**

We would share responsibility for classroom displays, year group displays, ordering of materials etc jointly by agreement between us.

We would like the operation of the job share to be reviewed annually in discussion between LB, MT and the Headteacher, with any proposals for amendment from either side presented sufficiently before the end of the academic year.
APPLICATION FOR A JOB SHARE - RB and AM

MAINTOWN SECONDARY SCHOOL
ENGLISH FACULTY

Working Days

We propose the following arrangements:

RB to work Monday and Tuesday;
AM to work Wednesday, Thursday, Friday.

Teaching Classes

We propose that our classes should be allocated according to normal timetabling procedures and that we should then share responsibility for teaching individual classes according to the days on which we work.

We propose to take “lead responsibility” for specific classes according to timetabling requirements. We propose each to seek to teach a balance of classes both at Key Stage 3 and Key Stage 4.

We propose that we would co-ordinate our approaches to assessment and recording and to End of Key Stage assessment at Key Stage 3. We propose that we would also co-ordinate the construction of our schemes of work including interpretation of subject specifications leading to GCSE at Key Stage 4.

We propose to produce jointly lesson plans and to keep a file in the faculty office for consultation during the week.

We propose a weekly “overlap time” meeting for necessary consultation and communication between us (see below).

Non-Teaching Work

We propose to share tutor group registration/pastoral responsibilities.

We propose to share attendance at faculty and other planning meetings according to the day of the meeting. We propose to share attendance at INSET days according to the day of the meeting but would like to request that the person who does not normally work on that day should be offered the opportunity to attend with the appropriate extra payment. We propose to share attendance at parents' consultation evenings according to the day of the meeting.

We propose to share responsibility for production of reports on pupils’ academic and pastoral progress.
Overlap Time

We propose that our working time arrangements should include some “overlap time” each week to permit the following:

- a weekly meeting allowing us to liaise on issues involving jointly taught classes, other teaching issues, faculty issues, tutor group issues and any other necessary matters.

- a weekly meeting allowing us to liaise with the Head of Faculty on any of the above issues and any other necessary matters.

Review of the Jobshare Arrangement

We propose that the operation of the job share should be reviewed annually with our Head of Faculty with any changes to be agreed by both sides before the end of the academic year.

RB and AM
April 2002