

**JOB SHARE PROCEDURE**

**Approved by: Human Resources Division**

**1. Purpose of the Procedure**

* 1. This procedure specifies the arrangements in place at the University of Limerick for the administration and monitoring of the University’s Job Share Procedure.

**2. Scope**

2.1 This procedure applies to all University of Limerick employees.

**3. Definitions**

3.1 Job-sharing for the purpose of this procedure is defined as a working arrangement where two employees, share the duties, responsibilities and rewards of a single full-time job, each working half the normal hours associated with the full-time role with both individuals being jointly responsible for the duties of the role.

**4. Eligibility**

4.1Employees must have successfully completed their probationary period and have a minimum of two years’ continuous service.

**5. General Principles**

5.1 Job-sharing provides employees with flexibility in relation to working arrangements, under a reduced working hour’s arrangement.

5.2 As each individual employee working on a job share working arrangement falls under the definition of a part time employee. The University’s job-share procedures adheres to the principles of the Labour Relations Commission’s Code of Practice on Access to Part-Time Working, which implements Section 13 (5) of the Protection of Employees (Part-Time Work) Act 2001.

**6. Procedure / Applicability**

6.1 The University will consider all requests from employees with over two year’s service for patterns of job sharing. However, it may not be possible to accommodate all requests for a job share arrangement.

6.2 An employee wishing to job share should submit an application using the Job Share Application Form (attached below) outlining the nature and details of their request and submit same to the Head of Department / Head of School / Manager.

6.3 The application will be discussed with the employee in terms of their personal needs and will be evaluated in line with the business and operational needs of the Faculty / Division and the need to ensure that the business/department requirements will not be adversely affected. The University will treat all requests seriously and will explore, where possible, how the request can be accommodated. The final decision will be at the discretion of management.

6.4 On considering the application, the Head of Department / Head of School / Manager will submit the application with their recommendation to the Dean / Divisional Director who, following consideration, will forward the application to the Human Resources Division for final approval.

6.5 The decision on the application will be conveyed to the employee in writing by the Human Resources Division.

6.6 Where a role has been deemed suitable for job sharing, approval in principle will be issued and will be conditional upon the University being able to recruit a suitable job sharing partner. The job sharing arrangement will not commence until such time as a job share partner has been appointed and commences in post. If no suitable job share partner can be found within a 6-month period, the post will remain full-time and the current post-holder will be advised in writing accordingly by the Human Resources Division.

6.7 Any job share working arrangement will be for an initial trial period of 12 months to ensure that there is no negative impact on business and operational requirements. This may be extended by a further 12 months at the request of the University or the individual. A trial period will not exceed 24 months.

6.8 The individual reserves the right to return to full time hours at the end of the initial / extended trial period.

6.9 The individual at the end of initial trial period / extended trial period, to a maximum of 24 months, can then request to continue with the job sharing arrangement on a permanent basis by completing the Job Share Application form no later than 2 months before the end date.

6.10 The University reserves the right at the end of the initial / extended trial period to revert individuals to normal full-time working arrangements where operational reasons dictate or where one of the parties are no longer in agreement. Where this occurs, employees will be given 2 months’ notice of the change following which the job share arrangement will cease.

6.11 All vacancies arising from job sharing will be filled in line with the University's recruitment policies and procedures.

**7. Return to Full Time Employment**

7.1 Employees who have worked on a Job-Share basis for a minimum of one year will automatically revert to full-time work unless they request to have the arrangement extended for a further period, not exceeding two years.

7.2 Where such an extension is granted, employees will, at the end of the approved period return to full-time work unless they request to have the Job-Share working arrangement approved on a permanent basis.

7.3 The University reserves the right to require individuals to resume duty on a full-time basis or change their working schedule for a temporary period to facilitate exceptional circumstances e.g. absence cover of the partner sharer or due to urgent business need**.** In this event, the University will endeavour to give the employee as much notice as is reasonably practicable.

**8. Conditions of Service for Employees Participating in the Job Share Procedure**

8.1 **General**

Conditions applicable to a post will be shared on a pro rata basis between the two job sharers. Conditions of appointment will reflect the position relating to permanent or contract appointments as appropriate.

Job sharers are sharing a single full time job which will retain the job description, in terms of duties and responsibilities, of the job as a whole.

8.2 **Pay**

Each job sharer will be paid the appropriate percentage of the prevailing grade salary scale at the appropriate incremental point. Increments will be paid in line with normal University procedures.

8.3 **Attendance Arrangement & Hours of Work**

The principal governing attendance arrangements is that the attendance liability

associated with a single full time post is shared equally between the two employees.

The attendance required e.g. day on/day off or week on/week off or

morning/afternoon or two days one week and three days the following week, will be determined by the University having regard to the demands of the service and any such preferences that may be expressed by the prospective job sharers.

An employee’s days and hours of work will be stated in their contract of

employment. For existing employees moving to job-share work, their contract of employment will be amended or replaced to take account of their new terms and conditions of employment

8.4 **Annual Leave**

The annual leave allowance for those job sharing will be the same as that applicable to full-time employees and the conditions attached on a pro rata basis.

8.5 **Public and Privilege Holidays**

In accordance with the Organisation of Working Time Act, both job sharers shouldbenefit equally from a public holiday.

The following applies where the job sharer concerned works half the time of a whole time employee and where he/she receives 50% of the salary of a whole time employee.

* **Where Scheduled to Work the Bank Holiday.** In these situations, the job-sharer benefits from this Bank Holiday in the usual way. That is, he/she does not attend work and receives payment for that public holiday.
* **Where Not Scheduled to Work the Bank Holiday**. This can apply where the job-sharer works week-on/week-off or a variable pattern of working days each week. If he/she is not scheduled to work on the day on which the bank holiday falls, he/she is entitled to an extra half-day's pay.

If the job sharers want to agree an alternative means of splitting the entitlement equally, this must be done with the agreement of the Head of Department / Head of School / Manager.

In order to arrange payment, notification must be sent from the Head of Department / Head of School / Manager to the Human Resources Division, Compensation & Benefits (compandbens@ul.ie). This notification must outline the following:

* The name of the two job sharers.
* The name of the job sharer who is NOT scheduled for that Bank Holiday and will therefore receive payment in lieu.
* The Bank Holiday to which this is applying.

Please note that this must be received by the first Friday of the month **preceding the month** in which the Bank Holiday falls.

8.6 **Sick Leave**

The sick leave entitlements for those job sharing will be the same as those applicable to full-time permanent or contract employees as appropriate and the conditions attached thereto on a pro rata basis.

8.7 **Superannuation**

Job Sharing employees will be eligible for superannuation benefits on the same basis as full-time permanent employees except that each year of service in a job sharing capacity will reckon as six months service for superannuation purposes.

8.8 **Promotion**

Job sharing employees will be eligible for promotion on the same basis as full-time employees. If these posts are full-time positions, it follows that such promotions would be on a full time basis.

8.9 **Training Opportunities**

Job sharing employees will be eligible in the same way as full-time employees to access training and development opportunities and are encouraged to do so.

8.10 **Where one of the Job-Sharers Ceases to Job Share**

Where job-sharing vacancies arise, due to the resignation, promotion or return to fulltime employment of a job-sharing partner, the University may:

* recruit on a permanent basis for a new job-sharing partner;
* temporarily recruit a new job-sharing partner;
* transfer of the remaining partner to part-time working and elimination of the job sharing vacancy;
* request the job-sharer to accept a transfer to another department so that he/she may be accommodated in a similar job-sharing capacity;
* return the remaining partner, with their agreement, to full-time working on either a permanent or temporary basis;
* subject to operational requirements decide not to fill the vacancy.

8.11 **Outside Employment**

All job-sharing appointments are offered on the basis that the appointee will not

engage in any form of outside employment during the period of their service in a job sharing capacity without the prior consent in writing from the Dean / Head of Division and the Director of Human Resources & Communications. This is a condition of job sharing working arrangements.

**University of Limerick**

**Job Share Application Form**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, wish to apply to job share

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department and Faculty / Division: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature and details of job share working arrangement including proposed commencement date:

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EmployeeSignature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_

**Head of Department / School / Manager Recommendation**

Approval Yes \_\_\_\_\_\_ No \_\_\_\_\_\_\_\_

Head of Department/School/Manager Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_

Please Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If approval is refused please give reason:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If approval is conditional upon the University being able to recruit to a suitable job sharing partner please provide details:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Dean / Divisional Director Recommendation**

Approval Yes \_\_\_\_\_\_ No \_\_\_\_\_\_\_\_

Dean / Divisional Director Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Please Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If approval is refused please give reason:

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**Human Resources Division**

Application in Order Yes \_\_\_\_\_\_ No \_\_\_\_\_\_\_\_

HR Approval (Signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

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