

Maynooth University Human Resources Office

Job Sharing Scheme Technical Staff

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1) Introduction

The University is pleased to offer its staff the facility to participate in a Job Sharing programme. The purpose of the programme is to facilitate staff flexibility, insofar as is practicable.

Job Sharing is an arrangement, where, with the agreement of the University, two people voluntarily agree to share the responsibilities and rewards of one full-time job – the individuals involved being jointly responsible for the job, which retains the duties and responsibilities of the same job when being performed as one full-time post.

Throughout this document, those sharing a full-time position are referred to as 'Partners'. This term indicates the need for full co-operation between the Partners in carrying out their duties.

Whether the University agrees to individual Job Sharing arrangements will be determined, therefore, having regard, inter alia, to the capacity and willingness of the individuals concerned to co-operate fully, so that overall, a high standard of work is maintained at all times.

Under the terms of the Job Sharing facility responsibilities will be determined in relation to the hours each Partner is contracted to work, i.e. on a 50/50 basis.

Before a Job Sharing arrangement is considered for approval by the University authorities, it is essential that the proposed arrangement and the terms under which it will operate, shall be authorised by the Head of Department in the first instance. The final decision will always be at the discretion of the University authorities.

2) Eligibility

Subject to Clause 1 above, the scheme is open to all staff in the relevant grades who have successfully completed the probationary period and whose contract (including duties) with the University lends itself to a Job Sharing arrangement.

3) Pay

The rate of pay applicable to each person employed on a Job Sharing basis shall be on a scale, each point of which shall represent 50% of the corresponding point on the scale of pay appropriate to that particular person if employed on a full-time basis.

Pro-rata increments on this scale, where appropriate, will be applied annually in accordance with University practice current at that time.

4) Annual Leave

Job Sharing Partners shall share on a 50/50 basis, the annual leave entitlement of one full-time person, in terms of duration of annual leave, save, that where employment in respect of any Partner commences after the start of the leave year, pro-rata entitlement will apply.

Pay in respect of annual leave shall be determined for each Partner in accordance with Clause 3 above.

5) Public Holidays

Public Holiday entitlement shall be granted in accordance with legislation current at the time the entitlement accrues.

6) Sick Leave / Compassionate Leave

Subject to the other terms of this document, the Partners shall be subject to the general rules and conditions applicable to full-time staff.

Uncertified leave, shall, but only where necessary and reasonable, be covered by the other Partner on a "knock for knock" basis, i.e. no additional payment shall be made by the University for uncertified leave.

In the case of medically certified leave, attendance by the other Partner, at the express request of the University, to provide cover for the absent Partner, shall be paid for by the University on the point of the Job Sharing scale applicable to the person providing the cover on a Job Sharing basis. Payment shall be made in respect of the number of hours approved for cover by the University and shall be determined in accordance with Clause 3 above. Job Sharing Partners, will, if required by the University, cover each others absence, for reasonable periods in any one year.

In the context of the Sick Pay Scheme, the maximum duration of sick leave applicable to each Partner, shall be the same as that applicable to full time staff who enjoy the same contractual conditions, but who do not Job Share.

Pay, which must first be approved by the University in respect of sick leave, shall be determined in accordance with Clause 3 above and shall only be made in respect of times on which the Partner on sick leave is normally scheduled to work.

7) Maternity Leave

Job Sharing Partners who fulfil the conditions of the Maternity Protection of Employees Act, 1981, or the Worker Protection (Regular Part-Time Employees) Act, 1991, shall be entitled to the benefits of the Act and shall, where appropriate, be entitled to payments on a pro-rata basis.

8) Probation

The Probationary arrangements for Job Sharing Partners, shall, subject to the other conditions of this document, be identical in all respects to the arrangements governing full-time staff.

Service in a Job Sharing capacity shall be reckonable as full-time service, insofar as the duration of the Probationary Period is concerned.

9) Pension Scheme

Members of the University Pension Scheme who participate in the Job Sharing facility will continue in membership of the Scheme.

Each year of service completed by a Job Sharing Partner who is a member of the pension scheme, will reckon as six months service for pension purposes, subject to the Conditions of the Pension Scheme.

10) Other Conditions of employment

Permanent members of staff will retain, on a pro-rata basis, the right to such facilities as apply to eligible full-time staff.

11) University Statutes and Regulations

The scheme and the contracts of employment arising there from shall be subject to the Statutes of the University and to University Regulations.

12) Notice

The University reserves the right to return Job Sharing Partners to full-time work at two months notice. However in the event of an unplanned or emergency situation, the two months period may be reduced in consultation with the Partners concerned.

13) Job Sharing Vacancy

Where one of the Job Sharing Partners ceases to Job Share the University may:

- Transfer the remaining Job Sharing Partner to another position so that he / she may continue to Job Share;
- Employ a temporary replacement;
- Require the remaining Job Sharing Partner to engage in full-time work, if the University has been unsuccessful in finding a suitable replacement;
- Decide not to fill the vacancy.

14) Trial Period

The facility, will, in the first instance, be introduced for a trial period of twelve months. During this period, the University will, on an on-going basis, monitor the operation of the facility.

The University reserves the right, following appropriate consultation, to make reasonable changes in the terms of the facility.

The University reserves the right to terminate the scheme at the end of the 12 month period, or at any future time, subject to reasonable notice, and to make appropriate staff adjustments in the context of the ending of the scheme. Notwithstanding that right, the presumption shall be in favour of continuance of a Job Sharing facility and to this end the University will engage in appropriate consultation, at least two months prior to the end of the initial twelve month period.

15) Cost

The facility is being introduced on the basis that it will not result in any element of increased cost to the University. Nothing in this document will prejudice the right of the University to determine the appropriate number and type of staff to meet service and budgetary requirements.

16) Rights

Nothing in this facility, or in any contracts arising there from, shall in themselves, confer on any Partner, rights greater in law, than those enjoyed by that person under his / her existing Conditions of Employment with the University.