



Managing job-sharers: Line manager briefing

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Introduction

This line manager briefing examines the law and best practice on job-sharing, including job-sharers' statutory rights and how managers can get the most out of job-sharing arrangements.

Job-sharing: what is it?

Job-sharing is an arrangement under which two or more employees share one full-time job. While it is possible for a job to be shared by three (or even more) employees, the usual arrangement is for two people to share one job. The responsibilities and duties of the job are split, and the hours, pay and benefits of the full-time job are divided in proportion to the hours that each job-sharer works. Job-sharers are, in effect, part-time workers.

Job-sharing arrangements can arise in a variety of ways:

- An employee who wishes to move from full-time to part-time working may reach agreement with the line manager that an additional part-time employee is to be appointed to share the existing job.
- The organisation may have advertised a full-time post as being suitable for job-sharing.
- Two people may apply jointly for one full-time role.
- An employee returning to work after maternity leave may request to move from full-time to part-time working.

A job may be split in a variety of ways, for example:

- in terms of hours, ie by dividing up the total number of hours that need to be worked, with both job-sharers doing the same type of work (although not necessarily the same amount of work, depending on the number of hours worked by each job-sharer);
- in terms of job duties, ie by identifying the different elements of the job and allocating separate job duties to each job-sharer; or
- in terms of clients, ie by allocating each job-share partner to work with specific named clients.

Ideally, the line manager should make any decisions about how to divide up the responsibilities, duties and hours of a particular job in consultation with the job-sharers. People have different talents and preferences and one job-sharer may be particularly skilled at, or interested in, a particular aspect of the job. If the line manager is able to take the job-sharers' personal preferences into account when determining the details of the job-share arrangement, this is likely to enhance motivation.

It is advisable, where possible, for managers to build some flexibility into the working arrangements rather than having rigid dividing lines. For example, if one job-sharer is on holiday or absent due to sickness, it may be desirable for the second job-sharer to take on some of the absent partner's duties.

Attitudes to job-sharing

Line managers should avoid making negative assumptions about job-sharing. They should not, for example, decide that a particular job is not suitable for job-sharing without first conducting an objective review of the job's component responsibilities and duties. In some organisations, all posts may potentially be suitable for job-sharing, while in others, job-sharing may need to be restricted to certain jobs. However, employers should be careful not to impose arbitrary restrictions on the types of jobs open to job-sharing; provided that the arrangement is properly set up and managed, job-sharing of senior jobs can be as successful as job-sharing of junior roles.

Because the majority of part-time workers in Britain are women, limiting job-sharing to junior posts could inadvertently lead to a glass ceiling preventing women from reaching senior positions. This would disadvantage the organisation just as much as the women it employs.

Managers sometimes believe that, unless an employee works full time, he or she cannot be committed to the job. This belief confuses quantity with quality, equating a greater number of hours worked with higher motivation and better performance. Logic and experience should tell line managers that this is not the case.

If an organisation has not previously tried job-sharing, it could establish a pilot scheme across defined jobs. In particular, whenever a full-time job becomes vacant, it should be assessed for job-sharing potential and the various options for splitting the job up considered.

Why permit job-sharing?

Line managers can be uncomfortable about the idea of introducing job-sharing or managing job-sharers, but there are benefits to be gained from permitting job-share arrangements. The advantages almost certainly outweigh the disadvantages.

Most of the practical problems associated with job-sharing can be minimised through forward planning and effective communication. Job-sharing arrangements will, however, succeed only where there is genuine management commitment to making them work. This principle applies to any aspect of managing people.

Contractual issues

Job-sharing contracts are, in effect, part-time contracts under which two (or more) individuals are engaged to perform parts of the same job. However, each of the job-sharers must be treated as an individual in respect of his or her contractual rights, responsibilities, obligations and conduct.

It follows that each job-sharer's contract should clearly define that person's individual terms, including the hours of work and the degree of flexibility (if any) required of him or her. The job-share contract will also need to define and describe the working relationship with the other job-share partner.

Matters such as performance-related pay, merit pay increases and bonuses will need to be applied to each job-sharer separately, as it would be potentially unfair to apply such benefits to the job as a whole in circumstances where, for example, one job-share partner is more productive than the other due to greater skill or effort. It would

also be unfair to expect one job-sharer to be responsible for his or her job-share partner's mistakes.

Training needs should be assessed for each individual, although certain types of training, for example technical training on new systems of work, may need to be provided to both job-share partners.

Common job-share arrangements

The hours of work and the way in which the job will be split are best established by agreement between the line manager and the job-sharers. Some of the most common job-share arrangements are where:

- job-share partner A works all day Monday and Tuesday plus Wednesday morning, and job-share partner B works on Wednesday afternoon and all day Thursday and Friday;
- job-share partner A works mornings only and job-share partner B works afternoons only; and
- the job-share partners work alternate weeks (in this case a clause could be included in the contracts recognising that the employees will have continuity of employment through the weeks when they are not working).

These are common arrangements, but line managers and job-sharers are free to decide for themselves which hours each of the job-share partners should work (taking into account any organisational rules or procedures and the needs of the job). For example, one job-sharer may work five hours a day and the other three hours a day, or one may work two days a week and the other three days. It may even be possible for the manager to delegate the authority to

decide who works when each week to the job-sharers themselves, with the proviso that certain defined hours must be covered. This approach would afford even more flexibility to the people employed in the job-share arrangement.

Overlap of hours

It is a sensible idea for line managers to construct job-sharing arrangements so that there is some overlap between the job-sharers, ie time when they are at work together. This will:

- ensure that there is a proper handover of work from one job-sharer to the other;
- facilitate communication between the job-sharers;
- help the job-sharers to get to know one other and potentially build a good working relationship;
- maximise continuity and consistency; and
- minimise any problem areas.

While face-to-face discussion is generally the most effective form of communication, there may be other means of ensuring an effective handover of work from one job-share partner to the other, such as use of a logbook.

It will be the line manager's responsibility to make sure that the handover arrangements work satisfactorily.

Absence and cover for absence

Each job-sharer's contract should state the extent of any obligation on the employee to cover for his or her job-share partner's absences, due to sickness, holiday and family or special leave. Ideally, the contract should specify how many additional hours each partner will be expected to work in defined

circumstances, and for what period, ie a maximum number of days or weeks.

This may lead to practical difficulties if one of the job-share partners is unable to work additional hours, perhaps because of family commitments. The matter therefore needs to be discussed and agreed in advance of the job-share arrangement being finalised or, in the case of recruitment, discussed at the interview stage, to establish that any potential new recruit is able to fulfil the necessary requirements. The line manager should adopt a reasonable approach, as making unreasonable or extreme demands of the job-sharers would be likely to be counterproductive.

While cover for planned absences may be easier to arrange, it may be unfair to expect a job-sharer to be available to work additional hours without notice if, for example, the other partner calls in sick. The manager should adopt a reasonable approach to this type of situation.

Practical matters

There are some practical matters that line managers will need to address when setting up, or managing, a job-share arrangement.

Suitability of individuals for job-sharing

Whenever job duties are shared between individuals, it will be important for the line manager to establish that the job-sharers:

- are willing to take their full share of the responsibilities of the job and the day-to-day tasks;
- are prepared to accept that their job-share partner's way of working may not mirror theirs precisely;

- are able to exercise a reasonable degree of cooperation and tolerance; and
- are willing to engage in regular, open two-way communication with each other and with the manager.

Arrangements when one job-share partner leaves

Line managers should clearly define, preferably as part of the job-sharers' contracts, what procedure will be adopted if one job-share partner leaves the organisation, or is transferred elsewhere, perhaps as the result of a promotion. In particular, the procedure should state what will happen if a new job-share partner cannot be found within a reasonable period of time and after reasonable efforts have been made. The usual course of action in this situation is for the organisation to reserve the right to move the remaining job-sharer to alternative part-time work elsewhere in the organisation so that the post can be filled on a full-time basis. This right should be incorporated into job-sharers' contracts of employment. The line manager should make the position on this matter clear to any job-sharing employee before he or she starts work.

If a suitable job-share partner cannot be found, and there is no part-time post elsewhere in the organisation to which the remaining job-sharer can be transferred, it may, as a last resort, be necessary to recruit a full-time person to perform the whole job and terminate the employment of the remaining job-sharer. Such a termination would be a potentially fair dismissal under the heading of "some other substantial reason" for dismissal provided that:

- the job-sharer was made aware at the start of the job-sharing arrangement that

the employment could be terminated in these circumstances;

- reasonable efforts had been made to find a replacement job-share partner; and
- the manager acted fairly and reasonably in dismissing the employee.

Part of the commitment to making job-sharing work will lie in the line manager's willingness to take on board the responsibility for finding a new job-share partner where one leaves. If this situation arises, the line manager should:

- as a first step, ask the remaining job-share partner if he or she would like to take on the post on a full-time basis;
- refrain from putting any pressure on the remaining job-share partner to work longer hours, whether temporarily or permanently, except insofar as the terms of his or her contract allow;
- if the remaining job-share partner does not wish to perform the job on a full-time basis, take steps to recruit a replacement partner as soon as possible;
- consult the HR department to check if any existing full-time employees have previously requested, or expressed an interest in, job-sharing;
- advertise the job-share internally inviting existing employees to consider if they would be interested;
- advertise the job-share externally; and
- involve the remaining job-share partner in the selection process for a new partner to increase the chances of a compatible working arrangement.

Job-sharer checklist

When setting up a job-share arrangement, line managers should consider:

- the total number and pattern of hours to be worked, to ensure that the job is done and the needs of the department met;
- the contractual hours to be worked by each job-sharer;
- how much the job-sharers' hours should overlap and when and how often the overlap should occur;
- whether or not, and if they should, to what extent, the job-sharers' contracts should require them to be flexible in terms of the hours that they work, to cover any absences on the part of their job-share partner;
- whether or not there will be a trial period, and if there will, for how long;
- whether the work to be carried out by the job-sharers will be allocated by the line manager, or whether the overall objectives and targets of the job can be collectively defined, with the detail of who does what being left to the job-sharers to decide;
- if any responsibilities or duties will be allocated exclusively or predominantly to one or other of the job-sharers;
- how the job-sharers will be appraised and how performance targets will be applied to each job-share partner; and
- what steps can be taken to ensure compatibility between the job-sharers' methods of working.

Statutory rights of job-sharers

Part-time employees are entitled to the same contractual benefits, on a pro rata basis, as full-time employees doing the same or similar work, unless there is an objective reason for offering different levels of benefits. For example, part-time employees should not be treated any less favourably in respect of pay, holiday entitlement and health benefits. The non-discrimination principle also applies to non-contractual matters such as training, promotion opportunities and access to facilities.

Part-time workers have the same statutory rights as full-time workers, and the right to access these rights after the same period of service. For example, eligibility for statutory redundancy pay requires two years' service. A part-time employee who is made redundant is treated in the same way as a full-time employee in this respect, ie he or she does not need to work for additional years in order to qualify for the right to redundancy pay.

The right to request flexible working – which would include requesting a part-time job-share arrangement – is available to all employees (both male and female) who have at least six months' service. A failure to consider the request in a reasonable manner in the event that an eligible employee makes such a request could lead to a complaint being brought in an employment tribunal.

A refusal without justification to permit a female employee to move to part-time work in a job-share could constitute indirect sex discrimination (as women generally have primary childcare responsibilities, so fewer women are able to comply with a requirement to work full time). It is, therefore, important that line managers always give full, fair and unbiased consideration to any

request from an employee to enter into a job-share arrangement.

Advantages and disadvantages of job-sharing

Advantages

Job-sharing is likely to:

- provide a means of retaining valued staff members who are no longer able or willing to work full time;
- widen the pool from which the organisation can recruit, particularly as many talented and experienced women may find returning to work after maternity leave attractive if they can combine their work and family commitments satisfactorily;
- provide additional flexibility in terms of meeting operational needs, for example if some overlap of the job-sharers' hours is built in during particularly busy periods;
- lead to increased work output because the manager will have the benefit of the skills, experience, creativity and work effort of two people rather than one, especially where the job-sharers have complementary or contrasting skills;
- result in higher energy levels, as individuals who work shorter hours often have more energy than full-time employees performing the same work and may achieve more in less time;
- minimise disruption during periods of holiday and sickness absence because the manager will need to find cover for only part of the job, rather than all of it;
- enhance morale and motivation; and

- be consistent with the need to achieve equal opportunities and the aim of achieving diversity.

Disadvantages


Job-sharing may:


- create some loss of continuity if two people are dealing with the same customers;
- take up more of the line manager's time because two people, instead of one, have to be recruited, trained and managed;
- cause difficulties in respect of finding job-share partners who are compatible in terms of the hours and days that they each want to work;
- create conflict if the job-sharers have different approaches to the job and the way it should be done; and
- cause inconvenience if one of the job-share partners leaves.

Further information

This resource has been developed in partnership with XpertHR. Family Friendly UK members can access further information on this and related topics at www.xperthr.co.uk. Register on the site to receive three free credits per month to view articles. You may also like to view:

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 **Policies and documents**
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