

NASUWT

PART-TIME AND JOB-SHARE ADVICE

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PART-TIME EMPLOYMENT

Introduction

A part-time worker is an individual who, overall, works fewer hours than a comparable full-time worker. For teachers who are not able to work full time, or choose to combine teaching with other work or study, part-time teaching is an opportunity to adjust their work/life balance whilst keeping in touch with educational developments, maintaining skills and working on career development.

The NASUWT recognises the value of part-time teachers in the profession, is committed to ensuring that part-time teachers understand their rights and will assist in enforcing them. The NASUWT membership subscription is reduced for part-time teachers who work less than 60% of a full timetable and is further reduced for members who work less than 30% of the full timetable.

Part-time employment has increased considerably in the last ten years and a significant number of teachers, both male and female, now choose to work on a part-time basis, particularly when nearing retirement or on return from maternity leave.

There are many advantages for employers in employing part-time teachers, for example:

- retaining the skills of experienced teachers;
- aiding recruitment and retention of staff;
- demonstrating commitment to equal opportunities;
- reducing stress, tension and illness in teachers.

This leads to highly motivated teachers who have a better work/life balance.

This booklet sets out the legal position regarding employment and also addresses conditions of service issues.

Requesting a change to part time

There is no legal right to change from a full to a part-time contract but employers should always consider requests objectively and try to accommodate the request. A refusal by the employer could be a potential breach of equalities legislation and members should seek advice from their NASUWT Regional Centre.

A request can be made informally or there may be a school policy or local agreement through the local authority that can be used. Legislation introduced in

April 2003, and extended in April 2007, gives the right to apply to work flexibly (this includes part time) to the following:

- parents of children aged under six;
- parents of disabled children aged under 18;
- the carer of a person, aged 18 or over, who lives with them or who is a near relative.

There is no automatic right to work flexibly, only the right to make the request, but employers have a statutory duty to consider these requests and follow a set of procedures. Further details are given in the NASUWT leaflet 'Flexible Working for Parents and Carers', which can be obtained from your NASUWT Regional Centre.

The NASUWT recommends that the following objectives in respect of negotiating any new contract are established at the outset to avoid any potential problems arising in the future.

- A permanent full-time contract should be replaced by a permanent part-time contract: a temporary contract is not acceptable. The only exception would be if the teacher requested a temporary variation to his/her contract for a specific period, e.g. 12 months, with agreement s/he will return to his/her full-time contract at the end of that period.
- Availability for work should be on specified days for a specified number of sessions; this should be clearly stated in the contract.
- Employment should not be less than for a full session (morning or afternoon). Any work undertaken within a session should be paid as a full session. This will avoid the exploitation of part-time teachers being paid for lessons taught while they are in effect required to be on site for the entire session.
- All payment should be on the basis of sessions, and contracts should be expressed as fractions of a week. The sessions could be weighted to take account of the longer morning. However, payment by the hour should be avoided as this can lead both to payment being made on the basis of part sessions and of trapped time.
- Contracts should either specify the days and times during which the sessions will be worked or should state that such days and times will be mutually agreed.
- There should be no provision for the unilateral variation of the number of sessions to be worked or their days and times, but it would be proper for a clause which provided for such variation to be made by mutual agreement.

- There should be no requirement to attend non-pupil days except where these fall on days when the teacher would normally be at work.
- There should be no requirement for part-time teachers to attend the place of work at times other than those specified as sessions within the contract.

Contract

The contractual situation surrounding teachers who work part time varies according to the type of employment.

First, the nature of the employment must be established. Is it casual employment (i.e. on a day-to-day basis) or part time (i.e. covered by a contract which specifies a number of hours or days or proportion of the week to be worked)?

Once the nature of the employment has been established as being part time the precise terms and conditions under which the employee works needs to be established by reference to the contract.

In teaching, it is commonplace for a part-time teacher's hours of work to be described in a number of ways. Additionally, the situation is complicated by the duties and responsibilities of teachers under the School Teachers' Pay and Conditions Document and the hours of work of full-time teachers as specified by the Document. The School Teachers' Pay and Conditions Document currently states that the provisions regarding working time set out in the Document do not apply to part-time teachers. It is therefore difficult to argue that the 1,265 hours or 195 days which are applicable to full-time teachers are valid in respect of part-time teachers. What is stated in the contract is thus vital in deciding what can be required of a part-time teacher.

Sometimes attempts are made to arbitrarily increase, decrease or redistribute part-time teachers' hours of work at the start of a new academic year. Where this has been done unchallenged and problems subsequently arise, the original terms of the contract will be taken to have been varied by mutual consent. It is, therefore, important that any changes to the contract, however small, should be challenged if you have not agreed them. Members should seek advice from their NASUWT Regional Centre.

Employment law

All employees are covered by discrimination legislation, regardless of length of service or hours worked. If an employee has worked continuously for the same employer for one year or more s/he has also qualified for employment protection.

Part-time teachers are not always treated equitably in respect of training or promotion. Employers should ensure that equal access to these benefits is given to part-time employees. The underlying principle contained in the Part-time Workers Regulations 2000 is that part-time workers should not be treated less favourably than equivalent full-time workers on the grounds of their part-time status, unless such treatment can be justified on objective grounds.

Performance management

Performance management arrangements apply to part-time teachers on the same basis as for full-time teachers, including the length of the review period. The same degree of challenge in the process also applies but the breadth and volume of each element in the process should be proportionate. The three-hour maximum on classroom observations which can be planned for performance management purposes should be proportionate to need, taking into account the circumstances of individual part-time teachers. Part-time teachers should have equivalent access to developmental support/feedback as their full time colleagues. Further information is given in the NASUWT 'Performance Management' booklet which can be obtained from your NASUWT Regional Centre.

Redundancy

There is a misconception amongst some employers that selection criteria for redundancy can legitimately include hours worked. This will often lead to part-time employees being selected for redundancy ahead of full-time employees. Redundancy selection criteria must not discriminate against part-time employees, and any policy that has the effect of favouring the retention of full-time employees as compared to part-time employees is likely to be in breach of the Part-time Workers Regulations 2000.

Conditions of service issues

It is in the nature of part-time employment that the employee is not available for work during the hours for which they are not being paid. Presence at school when the school is in session for the education of pupils is easily measured.

Full-time teachers have to be available for work for 1,265 hours over 195 days, 190 of these are when pupils are present. The duties a teacher could be required to perform are defined and teachers have to work under the reasonable direction of the head.

If the contract states that the teacher is employed as a 0.5 teacher it could be assumed that the teacher is employed for half of the 1,265 hours – i.e. 632.5; that they will receive half salary; undertake half the teaching load of a full-time teacher; and undertake half the meetings, non-pupil days and other directed time activities at the school in question. This is a fallacy since the School Teachers' Pay and Conditions Document states that the working time provisions of the Document do not apply to part-time teachers. The only determinant of the working hours appropriate for a particular part-time teacher is the contract itself. It is therefore essential to ensure that the contract is drafted in such a way as to avoid the many pitfalls.

In some LAs no requirement is made on the teacher to work outside of the hours of the 'pupil contact day' (i.e. the hours that the school is in session and pupils are being taught, excluding lunch time). In these cases there is no requirement to attend staff or departmental meetings, parental meetings or non-pupil days. Such teachers get paid on the basis of the number of sessions they are required to work.

In other LAs part-time teachers are required to attend the appropriate number of non-pupil days where these fall on days they would normally be available for work. For example, a 0.2 teacher would attend one non-pupil day (if this day fell on the day the teacher was available for work). In some cases a part-time teacher is required to attend a staff meeting which follows on from a session during which they are available for work.

In some LAs there are collective agreements between the LA and the unions regarding these issues. In other LAs there are no such agreements or policies.

Pay progression

Part-time teachers are entitled to move up the mainscale by one point for each completed year of qualifying employment. To complete a year of qualifying employment a teacher must have worked within 26 weeks in the previous academic year; it is not necessary to have worked the full week. Holiday periods and any period on sick leave, maternity, adoption, paternity or parental leave will count towards the 26 weeks.

Part-time teachers who meet the eligibility criteria and have a pro rata salary based on the top of the mainscale can apply to cross the threshold and if successful will be paid pro rata on the upper pay scale. Placement on the Excellent Teacher,

Advanced Skills Teacher or leadership pay scale is also governed in the same way for part-time teachers as full-time teachers.

Part-time teachers may also be eligible for other payments under the School Teachers' Pay and Conditions Document, for example:

- teaching and learning responsibilities payment, if it is a job-share post (pro rata);
- special needs allowance (pro rata);
- recruitment incentive;
- payment for CPD undertaken outside the school day;
- out-of-hours payment;
- payment for the provision of initial teacher training.

Pensions

Prior to 1 January 2007 contributions to the Teachers' Pension Scheme were not automatically deducted from a part-time teacher's salary. Teachers entering part-time employment had to make an election to pay contributions on their part-time service in order for it to count in the calculation of retirement benefits. Since 1 January 2007, pension contributions will be automatically deducted if a teacher starts a new part-time contract, unless the teacher opts out of the Scheme, or has previously opted out. However, the decision to opt out can be reversed.

The NASUWT recommends that teachers have adequate pension provision and suggest that part-time teachers check their pay slip for pension contributions or ask their employer to confirm that pension contributions are being deducted.

Retirement benefits are calculated using 'final average salary' and 'reckonable service' figures. The final average salary for members employed part-time is calculated in the same way as for full-time teachers, i.e. the full-time salary rate is used. The 'reckonable service' for a period of part-time employment will be proportionately less; for example, two years at a 0.5 contract will count as one year's service.

Further information is available from the NASUWT leaflet 'Changes to the Teachers' Pension Scheme' and the Teachers' Pensions website www.teacherspensions.co.uk.

Maternity, paternity, adoption, parental and dependants leave

All female employees have the right to 52 weeks' maternity leave without any length of service requirement.

Maternity, adoption and paternity pay are all dependent on length of continuous service. For part-time teachers the length of continuous service required and the amount of leave available is the same as for full-time teachers, only the pay is pro rata.

If a teacher simply moves from full-time to part-time employment with the same employer without a break in employment, the accrued maternity rights she has move with her to the new job. Moves between sectors of education and breaks in employment have an effect on maternity rights.

Statutory maternity leave and pay is as follows:

Maternity	52 weeks' unpaid leave with no service requirement. 39 weeks' statutory maternity pay, if 26 weeks' continuous service by the qualifying week (15th week before expected week of childbirth). It is important to note that rate of statutory maternity pay is based on your average weekly pay received during the 8 weeks (2 monthly salary payments) immediately before the qualifying week. If you do not qualify for statutory maternity pay you may be entitled to 39 weeks' maternity allowance if you have worked for 26 weeks in the 66 weeks ending with the expected week of childbirth (EWC).
Paternity	2 weeks' paid leave if continuously employed for 26 weeks by the 15th week before the expected week of childbirth (statutory paternity pay).
Adoption	39 weeks' paid leave if 26 weeks' service by the date of matching (statutory adoption pay).
Parental	Up to 13 weeks' leave after one year's service (unpaid).
Dependants	Time off for emergency. No service requirement (unpaid).

If you have one year's continuous service by the 11th week before the EWC, further contractual benefits will be payable to enhance the statutory maternity scheme. Full details on the statutory and contractual schemes are available in the NASUWT booklet 'Maternity, Paternity and Adoption Leave and Pay' which can be obtained from your NASUWT Regional Centre.

National Agreement

The contractual changes that underpin the National Agreement 'Raising Standards and Tackling Workload'

signed in January 2003 apply to all teachers employed under the School Teachers' Pay and Conditions Document, whether employed on permanent, fixed-term, temporary or part-time contracts.

Part-time teachers should:

- not be routinely carrying out clerical and administrative tasks;
- have a minimum of 10% of their timetabled teaching time for planning, preparation and assessment (PPA time);
- not be invigilating external exams;
- have a reasonable work/life balance;
- only have to cover for other teachers on rare occasions.

JOB-SHARE ARRANGEMENTS

Introduction

Job sharing is where two part-time teachers voluntarily decide to share the responsibilities of one full-time job. The pay and benefits are divided between them according to the hours they work.

Job sharing is often considered by women returning to work after maternity leave. Under the Flexible Working Regulations there is now a right to request this. Under these Regulations the employer could turn down the request on 'objective business grounds' but it is now well established that a refusal could be viewed by an Employment Tribunal as indirect sex discrimination. The Flexible Working Regulations were extended in April 2007 to include carers of a person, aged 18 or over, who lives with them or who is a near relative. Further information is given in the NASUWT booklet Flexible Working for Parents and Carers, available from your NASUWT Regional Centre.

Other teachers may also consider job sharing, for example, mature teachers wishing to reduce their hours leading up to retirement, teachers wishing to have time for further study, teachers with carer responsibilities or teachers with a disability.

Advantages to the employer

- Two people's experience to a job, bringing complementary skills and knowledge.
- Aid to recruitment and retention of staff.
- Teachers are highly motivated because they have a better work/life balance.
- Progress of pupils monitored by two teachers rather than one.
- Demonstrates a commitment to equal opportunities.
- The incidence of sickness is often lower among job-share partners.
- There is no evidence that job sharing has any adverse effect on education.

Applying for a job share

If you wish to change your full-time post to a job share you will need to apply to the governors via the headteacher either by letter or by completing any appropriate forms. The LA may have a job-share policy and any procedures should be followed. If you wish to apply under the Flexible Working Regulations details are given in the booklet 'Flexible Working for Parents and Carers', available from your NASUWT Regional Centre.

Schools are sometimes reluctant to consider job-share arrangements and it is therefore essential to present a good case in your initial application. The following details should be given.

- The date you wish to commence the job share, although this could be a provisional date.
- The range of hours, days or sessions that you would like to work.
- The details, if known, of the person who wishes to share the job.
- The reason for requesting the job share – stressing your commitment to teaching in general and the school in particular but explaining the difficulties in finding childcare, or the need to reduce hours due to disability or winding down to retirement or time for study, etc.
- Practical application of the job share showing how it might be applied to future timetables.
- A statement setting out why you believe that the arrangement will be in the interests of the pupils and school using a personalised summary of the points under ‘advantages to the employer’ in the previous section.

Job-share request turned down

Obtain detailed written reasons for the refusal from the headteacher or governing body and contact your NASUWT Regional Centre (details can be found in the diary or on the website). The Union may contact the LA personnel section and/or advise you about taking a case to the governing body using the grievance procedure. If it is considered appropriate to use anti-discrimination legislation there are strict time limits and it is therefore advisable to contact the NASUWT at an early stage.

Finding a job-share partner

Ideally you should have a job-share partner arranged prior to application. If this is not the case, the school can agree in principle to the job-share arrangement but it could be dependent on finding a partner. The school should advertise the post in the same way they would advertise a full-time post.

Resignation of a job-share partner

If your job-share partner resigns you will be offered the full-time post. If you decline, the school should advertise the job-share post. If no suitable teacher can be found after all available and reasonable steps have been taken you could be dismissed and the full-time post advertised.

As with any dismissal the school should:

- review whether there is any suitable alternative employment;
- discuss any available options;
- give written notice of the dismissal;
- give the teacher the opportunity of a hearing and an appeal.

Contract of employment

Too often employers try to offer job-share posts on a temporary basis; this should be resisted. A job-share contract should be offered on a permanent basis unless it is fixed term for an objective reason, e.g. maternity cover.

Each job-share partner will receive an individual contract of employment specifying their post is a shared full-time post and giving details of hours, pay, conditions, etc. Job sharers should each be appointed at the appropriate incremental point and subject to normal incremental progression. It is possible for partners sharing one post to be on different incremental points. The pay will be pro rata and there should be provision within the pay arrangements for overlap time.

All conditions of service for full-time teachers should be applied to job sharers on a pro rata basis.

Working arrangements

The most usual arrangement is for each sharer to take half of the post. However, the arrangement could provide for one partner to take a higher proportion of the post than the other.

Working hours could be split between partners in a variety of ways:

- 2.5 days a week each;
- one partner could work mornings and the other one afternoons (but this would need to take account of the fact that afternoon sessions are shorter than morning sessions);
- alternate weeks.

Job-share partners should have pro rata non-contact time and provision for overlap time will be necessary to facilitate consultation over preparation and planning.

Job sharers may work additional paid hours to cover for the short-term absence of their partner. This must be voluntary, and if declined the usual cover arrangements will apply.

Only one job-share partner at any one time should be required to attend meetings, parental consultation and non-pupil days. Job sharers cannot be required to attend on days or at times when they are not normally available. However, if they are asked and agree to attend, additional payment based on the supply teaching rate should be paid.

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