UNIVERSITY OF ULSTER

Worklife Balance Policy,

including
Variation of Contracts of Employment, Job Sharing, Flexible Working, Career Breaks and Emergency Family Leave

25 February 2011

Addendum 1 December 2022

ADDENDUM – 1 December 2022

This policy addendum refers to the current Worklife Balance Policy which sets out the procedure for making a formal flexible working request. We are pleased to advise that we have significantly expanded the circumstances in which staff can avail of Policy. The flexibilities set out in the Policy can now be availed of by all staff regardless of how long they have worked for the University.

1. The University has enhanced the Worklife Balance Policy to enable employees to request to work flexibly from day one of their employment. In addition new employees can make a request before they commence their employment with the University.

   This is in lieu of the statutory right that all employees who have a minimum of 26 weeks' continuous service may make a flexible working request as stipulated in The Flexible Working Regulations (Northern Ireland) 2015.

2. With reference to the policy statement on job sharing, the statement that: 'Eligibility will be confined to those currently employed in full-time posts' has been removed.

   Eligibility to apply for an existing or future job-sharing arrangement will no longer be confined to those currently employed in full-time posts and the University now welcomes applications from both full and part-time staff.

   This policy change is effective from 01st December 2022.

   This addendum should be read in conjunction with the Worklife Balance Policy and the Hybrid and Flexible Working Framework.

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Introduction

1. To realise the aims of its Equal Opportunities Policy, the University is committed to developing and applying relevant supporting employment policies and procedures to ensure the promotion of equality.

2. Having regard to the particular or personal circumstances in which a member of staff may from time to time be placed, and in recognition of the fact that staff have domestic as well as work pressures to deal with, the University has the following arrangements in place whereby continuously employed members of staff may apply to work flexibly and balance both work and home life.

3. This Policy incorporates the statutory Flexible Working Rights, included in the Employment (NI) Order 2002 and the provisions of the Work and Families (Northern Ireland) Order 2006. The Policy allows for a number of options including flexible working, job sharing, career breaks and emergency leave

Objectives

4. The Objectives of the policy are:

   - To retain skilled and experienced staff who are no longer able or no longer wish to work full-time.

   - To increase the pool of managers by reducing the number of experienced staff who leave to raise a family.

   - To remove a barrier that many staff, particularly women, face if they wish to combine a career with family responsibilities.

   - To reduce the number of leavers and therefore the loss of investment and experience.

   - To attract high quality applicants by demonstrating a commitment to long-term career development.

   - To enable staff to deal with particularly difficult family circumstances, including emergencies involving sickness of a dependent.

Flexible Working

Scope and Application of Scheme

5. The Scheme extends to all employees of the University.

   The employee may apply for:

(a) a change to existing hours
(b) a change to the times when they are required to work
(c) to work from home

(a) and (b) could include a move to term-time only working.

Application to Work Flexibility

6. The revised working arrangement will normally be for a minimum period of two and not more than five years; after two years the member of staff will be invited annually to confirm the arrangement; at any time the member of staff may opt to make the arrangement permanent.

7. Applications for flexible working should be made by the member of staff to their line manager on the appropriate form, normally between four and six months in advance of the date upon which the arrangement will come into effect. The line manager will arrange to meet with the member of staff within 14 days and will give him/her a decision, in writing, within 28 days of receipt of the application.

8. In making an application for flexible working the member of staff must indicate what impact their proposed revisions to their working arrangements will have, and how this might be dealt with.

9. The University is **not required** to agree to applications for flexible working but it will seek to accommodate a member of staff who makes a reasonable request.

   The University may refuse on business grounds, which include:

   - burden of additional costs
   - detrimental effect on ability to meet customer demand
   - inability to re-organise work amongst existing staff
   - inability to recruit additional staff
   - detrimental impact on quality
   - detrimental impact on performance
   - insufficiency of work during the period the employee proposes to work
   - planned structural change

10. If a line manager refuses a request they must do so in writing stating which of these grounds is/are considered to apply and with sufficient details of the reason(s).

11. An employee has a right to appeal and should in the first instance direct their appeal, in writing, to the People and Culture Department, copied to the line manager. (It is a normal expectation that a member of staff wishing to appeal will use this appeal process, not the grievance procedure.) There will be an appeal meeting to review the request at which the employee may question in detail why the decision was made and whether the grounds for refusal were based on correct facts.

12. If a member of staff is refused an application to work flexibly they may not make another application for at least 12 months.

13. The revised working arrangements may give rise to the introduction of a job sharing arrangement if this seems appropriate in the circumstances (see Paragraph 4 Job Sharing).

Promotion

14. Promotion procedures will apply equally to staff who have a flexible working arrangement.

Salary and Other Financial Arrangements

15. Salary will be paid in twelve monthly instalments - pro-rata to the number of hours/weeks worked; incremental progression will be unaffected;

16. Payment for additional hours (unless time off in lieu arrangements apply to particular staff), up to the total number of hours of the full-time post, will be at a basic rate;

17. Superannuation arrangements will be subject to the provisions of the relevant superannuation committees. Superannuation calculations will be pro-rata to the number of hours worked;

18. Sickness payments will be unaffected and the scheme applied to full-time staff shall also be applied to those who have a flexible working arrangement.

Hours of Work for Term-time Staff

19. Hours of work during full-time term-time working shall be those for full-time permanent staff; for those reverting to part-time working, hours will be agreed with the Head of Department/School within the normal working day.

Annual Leave

20. Annual leave will be calculated on a pro-rata basis for those moving to part-time working; those varying to full-time term-time working shall be entitled to salary/leave entitlements as set out in *Appendix A*.

Job Sharing

Definition

21. A job share is where the duties of a full-time post are divided between two people. These people share the responsibilities of the total job, with the terms and conditions of service being divided between them. Job sharing within the University normally involves a 50:50 division in hours. With regard to pay and conditions of service, the general principle is that job sharers have the same pay and conditions pro-rata, as full-time employees. There are various ways time may be divided:

Day Share	Partner A works every morning and Partner B every afternoon.
Half-Weekly Share	Partner A works Monday, Tuesday and Wednesday morning and Partner B works Wednesday afternoon, Thursday and Friday.
Weekly Share	Partner A and B alternate weeks throughout the year.

22. In all cases it is necessary for partners to communicate with one another to exchange information and update one another. This can be done verbally or leaving notes, and emails etc.

23. The following advantages have been attributed to job sharing as opposed to part-time work:

- the employees have greater motivation and job satisfaction as they are still responsible for all aspects of the job,
- the employer has two employees both capable of doing 100% of the post; if one is on leave or unwell, the employer still has a fully trained and competent worker there for half the time.

Scope of the Scheme

24. The University will consider applications from staff wishing either to participate in an existing or future job sharing arrangement or to have his/her post considered for job sharing.

25. The process for applying to job share is the same as that for applications for flexible working as outlined in paragraph 3 above.

Contractual Arrangements

26. Job sharing involves the offer and acceptance of a new and permanent contract; either part of the job share post may be upgraded to a full-time post on the recommendation of the Head of Department/School in the context of available resources and with the agreement of the job sharer;

27. Each job sharer will normally be required to undertake the full range of duties and responsibilities set out in the job description; this does not preclude a situation where certain duties tend to rest more with one job sharer and certain other duties with the other job sharer, if this is agreed by both job sharers and the Head of Department/School.

28. However, both job sharers must be able to, and have experienced at some time, the full range of duties, to ensure flexibility;

29. Since job sharers will normally have a working week of 50% of the normal working week for the full-time post, it is assumed that they will be working for 16 hours or more per week. (Continuity of service and rights under employment protection legislation should therefore not be affected).

Working Arrangements

30. For those moving to job sharing arrangements, hours will be agreed with the Head of Department/School within the normal working day;

31. Job sharers will normally enjoy a working week equivalent to, on average, 50% of the normal working week; thus the mode of working may vary in form from one job shared post to another, eg, one post may be shared on a 50/50 basis each week; another post may be shared on a rotating week basis. Where existing members of staff opt for the job share arrangement, agreement will be sought between the Head of Department/School and the prospective job sharer in consultation with the People and Culture Department on the optimum method of working; where a part post is externally advertised the terms will be identified in advance following consultation with the parties concerned;

32. In agreeing the hours of work for one job sharer, both the Head of Department/ School and the job sharer must remember that the remaining hours must constitute an attractive working week for the prospective second job sharer.

Annual Leave

33. Annual leave will be unaffected for those moving to job sharing.

Salary and Other Financial Arrangements

34. Salary, within the grade for the post, will be based on 50% of the existing salaries of those wishing to job share; incremental progression will remain unaffected;

35. Salary will be paid in twelve monthly instalments - pro-rata to the number of hours/weeks worked; incremental progression will be unaffected;

36. Salary and incremental progression shall be determined on an individual basis in accordance with normal procedures;

37. Payment for additional hours, up to the total number of hours of the full-time post, will be paid at basic rate;

38. Sickness payments will be unaffected and the Scheme applied to full-time staff shall also be applied to those who move to job sharing;

39. Superannuation arrangements will be subject to the provisions of the relevant superannuation committees.

Promotion

40. Promotion will be considered on an individual basis save in those circumstances in which there has been a substantial increase in the duties and responsibilities properly assigned. A disparity in the salaries of the job sharers will not be regarded as grounds for the award of accelerated increments.

Loss of One Job Share Partner

41. In the event of one element of the job sharing post becoming vacant which the Head of Department or Dean wishes to fill, a recommendation will be made that:

- either, the remaining job sharer be offered the post on a full-time basis or a replacement be made to enable the job sharing arrangement to be continued; such a replacement being found from the existing staff in the department or by internal advertisement or, from the job share register or, this failing by external advertisement;

- The remaining job sharer may be requested to work extra hours until a replacement is found;

- If the vacancy remains unfilled within a reasonable period the remaining job sharer may be redeployed to a suitable job share or other part-time post, in consultation with the Trade Unions and member of staff; or

- In those circumstances in which a Head of Department/School considers that job sharing is inappropriate because of the nature of the duties to be undertaken; provision may be made for a member of staff to be offered a part-time contract in consultation with the Trade Union and the member of staff.

CAREER BREAKS

Principles

42. The purpose of a career break is to enable a member of staff to take a period of unpaid leave whilst still remaining an employee. It may be for a variety of reasons aimed at achieving a worklife balance, including, *inter alia*:

    - to manage their personal/domestic affairs without detriment to their careers;
    - to undertake activities beneficial to their perceived career development; and
    - in exceptional circumstances, to undertake further study for which study leave would be inappropriate.

    A member of staff on a career break should not engage in any activity or undertake employment which might conflict with the business interests of the University.

43. All applications will be considered on their merits. However the managerial interests of the Department/School will be an important determining factor;

44. A career break involves unpaid leave of absence for a period of not less than one year and not more than three years with return to work at a grade equivalent to that at the time of the commencement of the break. Since leave of absence is involved there shall be no break in continuity of employment;

Applications

45. Members of staff should approach their Head of Department/School initially, to indicate that an application for a career break will be submitted to the People and Culture Department. Eligibility will normally be confined to those who have been in the University's employment for at least two years on the date on which the career break would be implemented;

46. Applications giving at least six months' notice (unless circumstances make it

impossible) should be made to the People and Culture Department and should state the purpose of the career break and the period of time for which it is being sought. A member of the People and Culture Department shall consult with the Head of Department/School and agree whether or not to grant the request;

47. The date on which the career break begins will be determined by the Head of Department/School having regard to the circumstances of the application and subject to paragraph 5.1(iv) above the likely time lapse in appointing a temporary replacement;

48. Employees on a career break should provide the People and Culture Department with a forwarding address, and they will be responsible for keeping the information up-to-date.

Continuity of Service

49. Periods of service before and after a career break will be treated as continuous for conditions of service purposes. There will be a break in superannuable service unless the member of staff maintains his/her contributions (in which case the University's contributions will also be paid);

50. Members of the NILGOS Scheme will be required to pay superannuation contributions for the first 30 days of the career break. Thereafter payments will cease. On return to work the member of staff has 30 days to decide if s/he wishes to pay contributions for the period of absence (up to 36 months). If s/he decides to do so, the University will pay its contributions.

51. Once payments cease, staff will not be entitled to enhanced service for death or ill-health. They are therefore advised to make their own arrangements for life cover, for the period of the career break.

52. Where the member of staff fails to complete three months' service after a career break of one year; six months' after a break of one to two years; and nine months after two to five years, he/she will be required to repay the University's contributions to the superannuation scheme.

Return to Work

53. The member of staff will normally return to the particular post, which he/she occupied prior to the career break, unless re-structuring precludes this. In the case of restructuring or redundancy the person on a career break will be treated no less favourably because they are on a career break. The University will seek redeployment opportunities to avoid potential redundancies.

54. Employees who take career breaks of more than one year's duration must contact the People and Culture Department at the end of each twelve month period to confirm their intention to return to their employment;

55. Employees who are unable to resume duty on the due date because of illness will be required to produce supporting medical documentation.

Promotion

56. Employees will be free to apply for promotion and other advertised posts during career breaks. However they would have to accept the promotion at the time of offer and take up duties when required.

Social Security Arrangements

57. It is the responsibility of individual employees taking a career break to contact the Department of Health and Social Services through the local Social Security Office, to determine whether they are entitled to any benefits and to check the position with regard to National Insurance Contributions.

General

58. The University will provide details, to the address provided by the member of staff, of any matters which would be the subject of internal communication - such as promotion procedures, appointments to posts internally advertised, and such other matters affecting terms and conditions of employment. The member of staff will normally be expected to attend the University on at least four days per annum to receive information and training or to meet such other development needs as the management may deem necessary - reasonable notice will be given.

59. An employee who does not comply with the terms of the career break scheme will be deemed to have resigned.

EMERGENCY FAMILY LEAVE

60. While there will be no entitlement to additional leave in such cases, the University will give sympathetic consideration to staff, male or female, full-time or part-time, who request leave in connection with particularly difficult family circumstances.
Such individual circumstances should be referred to the Head of Department/School who will seek to accommodate the needs of the individual so far as managerial exigencies will permit.
Where necessary s/he will consult with the People and Culture Department.

Guidelines are available at:
https://www.ulster.ac.uk/peopleandculture/policies/emergency-special-leave

However, it is recognised that difficulties may arise which will necessitate absence require retrospective consideration. Paid leave (normally up to 5 days in any leave year) plus such additional unpaid leave as may be appropriate may be granted.

UNIVERSITY OF ULSTER

GUIDANCE NOTES

1. VARIATION OF CONTRACTS OF EMPLOYMENT, JOB SHARING

1.1 Application to Work Flexibly or Job Share

1.2 Register of Staff Job Sharing

1.3 Job Sharing - Statutory/Public Holidays

1.4 Job Sharing - Communication Between Job Sharers

1.5 Job Sharing - Sickness Absence

1.6 Job Sharing - Advertising of Staff Vacancies

1.7 Job Sharing - Recruitment and Selection

1.8 Job Sharing - Additional Hours

1.9 Job Sharing – Training and Promotion

2. CAREER BREAKS

2.1 Application for Career Break

2.2 Superannuation Arrangements

2.3 Benefits to the University

1. VARIATION OF CONTRACTS OF EMPLOYMENT, AND JOB SHARING

1.1 Application for Flexible Working, including Job sharing

Members of staff are expected to keep their line manager informed at all stages. They should submit applications to job share, or work flexibly, to him/her as early as possible, normally within 4-6 months of the proposed date of commencement.

A member of staff returning from maternity leave may apply to return to work part-time for a six month period. She must apply to the People and Culture Department at the earliest possible date, so that a temporary appointment may be made to the other half of the post. This vacancy may be filled using the Acting-Up procedures. If following her return to work, she decides that she wishes to apply for a flexible working arrangement, or to job share, immediately following the period of part-time working, she must make such application at the earliest possible date, and normally not later than three months before the temporary period of part-time working expires.

1.2 Register of Staff - Job Sharing

The People and Culture Department will maintain a register of staff who have applied to job share. A member of staff may apply to share his/her own post or to be considered for another current or future job share arrangement. Applicants will only be matched to a job of the same grade and campus. If a job share partner cannot be found from the register then the job share vacancy may be trawled internally. If this does not provide a suitable candidate then the job share vacancy may be advertised externally.

1.3 Job Sharing - Statutory/Public Holidays

Statutory/Public holidays shall be granted as they occur (ie on days which would otherwise have been a working day for the job sharer), but where the job partners do not both work on every day of the week, and one partner might benefit from, for example, Monday statutory holidays, then the Head of Department/School must ensure there is an even distribution of public holidays. Where this is not practicable, the appropriate job sharer shall receive time off in lieu of public holidays. Ultimately, the entitlement to statutory/public holidays must be divided equally between the job share partners, and they must agree with their manager how this will be achieved.

1.4 Communication Between Job Sharers

A prime responsibility for job sharing partners is to communicate with one another, to exchange information and update one another, so that continuity is maintained. Heads of Departments, on consideration of the nature and complexity of the duties, may require building in a period of overlap in the working arrangements. It is important that job sharers appreciate that their job contracts constitute a partnership and their working practices reflect this.

1.5 Job Sharing - Sickness Absence

When one job sharer is absent owing to sickness, the other job sharer may be asked to work additional hours.

1.6 Job Sharing - Advertising of Staff Vacancies

Advertisements will indicate, if appropriate, that applications will be considered from persons wishing to job share.

1.7 Job Sharing - Recruitment and Selection

The normal recruitment and selection procedures will apply to job share vacancies.

1.8 Job Sharing - Additional Hours

The number of hours worked by each job sharer should not exceed half the hours of the full-time post. However, if there is a requirement for either job sharer to work additional hours, and this is approved by the Head of Department/School, then those hours will be paid at basic rate. The total number of hours worked by any job sharer should never exceed the hours of the full-time post.

1.9 Training and Promotion

The University's normal procedures will apply with regard to training and promotion.

If a job-sharer or part-time employee is required to attend a training course on a day or part of a day on which he/she does not normally work, he/she should receive time off in lieu. If he/she applies to attend a course of further study on a day on which he/she does normally work, no time off in lieu will be granted. (In similar circumstances, the same regulations apply to full- time staff).

2. CAREER BREAKS

2.1 Application for Career Break

Members of staff are expected to keep their Head of Department/School informed at all stages, and in particular they should approach the Head of Department/ School initially, to indicate that an application for a career break will be submitted to the People and Culture Department. Eligibility will normally be confined to those staff who have been in the University's employment for at least two years at the date on which the Career Break would be implemented.

2.2 Superannuation Arrangements

A member of staff wishing to take a career break is advised to contact the Salaries and Wages Officer to discuss arrangements regarding superannuation.

2.3 Benefits to the University

The career break scheme enables an experienced and trained member of staff to take a period of extended leave for personal/domestic reasons without detriment to his/her career. In turn the University ensures that it does not lose valuable staff who may be difficult to replace because of their particular skills, expertise, knowledge and experience. As a general rule, in considering requests for a career break for career development reasons, the Dean/Head of School/Department must be satisfied that there will be some tangible benefit to the University.

APPENDIX A

EXAMPLE

The undernoted calculation for holiday entitlement applies to all full-time, term-time working and assumes a schedule of 30 working weeks and 12 statutory and other holidays in the year.

The following salary/leave entitlements apply:

(a) Holiday entitlement -

$$\frac{7}{365} \times \frac{30}{1} \times \frac{37}{1} = 21$$

Half the holiday entitlement to be taken as pay.