



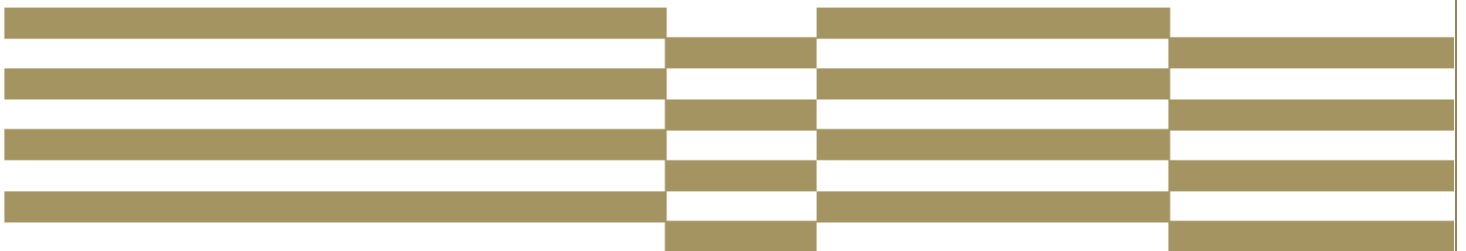
TUS

**Technological University of the Shannon:
Midlands Midwest**

Ollscoil Teicneolaíochta na Sionainne:
Lár Tíre Iarthar Láir

**Work-sharing Scheme for
Professional, Management and Support Staff**

Human Resources Department





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Introduction

- 1.0 As work-sharing in the public sector has been for some time a part of Government policy in respect of work-life balance initiatives for, the purpose of this document is to outline details of the operation of the scheme in the Technological University of the Shannon: Midlands Midwest (TU).
- 1.1 The operation of the scheme is subject to the overriding requirement that the operating requirements of the TU are not adversely affected. All applications to participate in the scheme will be considered in the context of the organisational needs of the TU. In considering organisational needs, it may be necessary to limit the numbers who may participate in the work-sharing scheme. However, the TU will make all reasonable efforts to accommodate requests from employees to participate in the scheme. It is important that both management and those participating in the scheme adopt a flexible approach to its operation. The scheme places a challenge on management to adapt tasks and work practices that allow for flexible attendance patterns that facilitate the personal responsibilities or choices of those participating in the scheme while accommodating the needs of the TU in its delivery of service.
- 1.2 Work-life balance initiatives require flexibility from management in respect of the organisation of work and from employees in meeting the business objectives of the TU. Notwithstanding a commitment to flexibility, **it may be difficult** to accommodate applicants, particularly in areas where there are small numbers of employees, or where the nature of the work **in some areas** is not suitable, with consequential reduced flexibility to adapt tasks and workloads.
- 1.3 While it is not a specific requirement of the work-sharing scheme to have a partner, with complementing attendance or otherwise, **it is acknowledged that the operating needs of a particular section in the TU may require a suitable partner/suitable partners for some attendance patterns, with a complementing attendance, as a prerequisite to granting a request for work-sharing.** In considering an application to participate in the work-sharing scheme, it may be necessary to transfer an applicant to other duties that allow a more flexible attendance pattern than the applicant's current position. This will be recommended by the line manager/supervisor in consultation with the employee and approved by the Human Resources Department.

- 1.4 All work-sharing arrangements will apply on the basis that the TU remains within its authorised whole-time equivalents employees complement, and operational requirements are not adversely affected.

2. Objective of Work-Sharing Scheme

The objective of the work-sharing scheme is to provide a wider range of attendance patterns that will assist employees to combine both work and personal responsibilities or choices.

3. Scope and Conditions of Work-Sharing Scheme

- 3.1 Attendance patterns under the work-sharing scheme may be as follows:

Attendance at work at least one day each week.

Patterns include:

- mornings only;
- afternoons only;
- split week i.e. two days/three days;
- three-day week; and
- four-day week.

Not required to attend work at least one day each week.

- week on - week off;

Note: Some working patterns may have implications for PRSI contributions and ultimately may affect claims under the PRSI scheme. As the implications can change from year to year, participants are strongly advised to discuss working patterns with the Human Resources Department, if they have concerns.

- 3.2 An employee participating in the work-sharing scheme may choose only one attendance option in a 12-month period.

- 3.3 An employee participating in the scheme may not work the normal full-time weekly conditioned hours of service, over a reduced time period, e.g. 5 days work in 4 days.

- 3.4 An employee participating in the work-sharing scheme, whose attendance pattern is based on an agreed reduced fixed daily attendance regime, (e.g. mornings only) may, at the discretion of management, remain on or avail of flexi-time for the duration of such an agreed pattern of attendance.
- 3.5 An employee participating in the work-sharing scheme remains at all times an employee of the TU and subject to the law relating to such employment.

4. Eligibility

All employees with at least one year's satisfactory service in the TU may apply to workshare. Application should be made for approval via the Employee Request facility on the Employee Self Service System (ESS).

5. Decisions

Management has the final decision on applications for participation in the scheme in the light of the operational needs of the TU or the individual section.

6. Duration

- 6.1 The minimum period for which a person may opt to workshare, is twelve months.
- 6.1.1 Individual work-sharing patterns will be reviewed after twelve months, or earlier should the need arise, to ensure that the flexible attendance pattern continues to reflect the needs of the service and the personal responsibilities of the employee participating in the scheme. Where the work-sharing arrangement is considered by management to be unsatisfactory, whether in the light of the operating needs of the TU or section or otherwise, the work-sharer(s) may be required, by direction of management, to alter their attendance pattern or to resume full-time duties. Where a work-sharer is asked to alter their attendance pattern, they will be informed of the reasons for the proposed change. Where feasible, management will give six week's notice, that this right is being exercised. Similarly, an employee participating in the scheme may apply to return to full-time work or alter their attendance pattern, where it no longer reflects their personal circumstances or choices. They will be obliged to give six weeks notice of such a change. Those applying to participate in the work-sharing scheme should note

in particular the provisions in relation to a return to full-time work, in section 11.12 of this policy.

- 6.1.2 An employee who resumes full-time working, other than on promotion or as directed by management, may not recommence work-sharing within twelve months of such resumption, except at the discretion of management.

7. Purpose

Application for Participation in the work-sharing scheme will be considered in respect of:

- (i) family responsibilities, e.g. childcare or caring for a dependant adult;
- (ii) educational purposes;
- (iii) facilitation of an employee, who is recognised as having exceptional sporting or cultural ability, in pursuing a particular goal;
- (iv) assisting in the transition to retirement;
- (v) assisting in meeting a person's individual circumstances.

8. Termination of Work-sharing

- 8.1 TU management may require an employee participating in the work-sharing scheme to resume full-time duties where it is satisfied that:

- (i) An employee is availing of the scheme for a purpose not allowed; or
- (ii) the conditions of the work-sharing scheme are not being complied with.

In such a situation, the TU reserves the right to give a notice period of less than six weeks.

- 8.2 Failure to return to full-time work where required by the TU, for the reasons outlined in the paragraph above, will be treated as a serious disciplinary matter.

9. Exceptional Sporting and Cultural Ability

- 9.1 A work-sharing arrangement may be granted to facilitate an employee to participate in a training programme or a practice regime to assist the employee prepare for an event or to allow an employee to represent their country in a particular discipline. Alternatively, it may be granted to facilitate an employee involved in coaching such a person.
- 9.2 An employee who wishes to avail of work-sharing for this purpose, must have some confirmed recognition of their ability and intend to pursue their interest at a national or international level.

10. Individual Circumstances

Applications will be considered for other purposes that assist employees in meeting special individual circumstances. These will be considered on a case-by-case basis.

11. Conditions of Service whilst Participating in the Work-Sharing Scheme

The conditions of service that will apply to participants in the work-sharing scheme are set out below. Except where otherwise stated or provided for by legislation, employees that opt to work-share will, broadly speaking, have pro-rata parity with their full-time colleagues.

11.1 Pay

An employee's pay will be based on their agreed work-sharing arrangement and in accordance with legislative rights and entitlements.

Payment to employees will be made pro-rata based on the attendance regime agreed, with the employee. The pro-rata calculation will be made by reference to a daily/half day rate of pay on a five-day week basis. An example of the calculation is set out in Appendix II. If an employee avails of other unpaid special leave over the period of a work-sharing arrangement, then the pro-rata rate of salary will be adjusted accordingly,

and no payment will be made in respect of such additional unpaid leave as set out in Appendix I.

Increments will be granted annually, subject to the normal rules governing the granting of increments.

When an employee is returning to full-time duty, at the same grade, the employee will continue to be paid at the same point of the pay scale.

11.2 Annual Leave

The annual leave allowance of an employee work-sharing will be adjusted pro-rata of their agreed attendance regime, subject to the provisions of both the Organisation of Working Time Act, 1997 and the Part-Time Workers Act, 2001 and to the normal provisions governing the granting of annual leave.

In calculating the number of days' holidays to which an employee is entitled pursuant to the Act, employers should include all hours worked including overtime, rostered time spent on maternity, parental or adoptive leave as well as holidays and public holidays taken during the calculation period. Unpaid leave is not counted in calculating statutory minimum holiday entitlement, with the exception of parental leave, which under current legislation, is counted.

11.3 Public Holidays (including Good Friday)

The provisions of the Organisation of Working Time Act shall apply in respect of entitlements to a public holiday.

Existing agreed arrangements in relation to additional payments to employees will continue to apply, where they are required to attend for work on a public holiday.

11.4 Statutory Leave Provisions

An employee participating in the work-sharing scheme will retain all statutory leave entitlements e.g., maternity leave, including health and safety leave, adoptive leave, parental leave and force majeure leave. Entitlement to parental leave is calculated on

the basis of the number of hours worked during a reference period of 14 weeks in accordance with section 7. (2) of the Parental Leave Act, 1998.

11.5 Sick Leave

The sick leave provisions for an employee participating in the work-sharing scheme will be adjusted pro-rata to their agreed attendance regime on a five-day week basis, subject to the normal provisions governing the granting of sick leave. An example of the calculation is set out in Appendix II.

11.6 Pensions and Superannuation

Superannuation of Work-Sharers

Superannuation arrangements will be such as to yield an overall pension which is consistent with that of an equivalent full-time employee.

Pensions Contributions

Pension contributions, in the case of work-sharers, will be deducted on a pro-rata basis. Contributions will be based on notional full-time pensionable remuneration and the work-sharing attendance pattern expressed as a percentage of full-time attendance. Integration with social welfare benefits, where applicable, will then take place on the same basis as for full-time employees.

(See Example below)

Pensionable Pay & Reckonable Pensionable Service at retirement

Salary for calculation of benefits on retirement will, in the case of work-sharers, be full-time equivalent of the work-sharing salary. Each year of work-sharing service will, for the calculation of pension benefits, be aggregated to full-time equivalent.

It is important that the TU maintains detailed records of employment of work-sharers since patterns of work-sharing may change over the course of the working life of the employee.

Example:

Pension Contributions: *Person work-sharing 80% of full-time, in receipt of a work-sharing salary (currently) of €32,000 will pay a contribution of 80% of the full-time contributions. (Paying class, A PRSI)*

Twice the annual maximum personal rate of Old Age Contributory Pension is currently- and since January 2005 - €18,711.75.

Full-time equivalent salary (32,000 / 4 x 5) = 40,000

Net Pensionable Salary (40,000-18,711.75) = 21,288.25

Annual Pension Contributions:

Lump Sum: 1.5% of 40,000 = 600

Pensions: 3.5% of 21,288.25 = 745.09

Spouses & Children: 1.5% of 40,000 = 600

Total annual contributions for a **fulltime person** = €1,945.09

Total annual contributions for **this work-sharer** = €1,556.07 (1954.08 x 80%)

Retirement: employee works full-time for 20 years and then work-shares for a further 20 years at 80% of full-time equivalent and retires from work-sharing, where work-sharing salary per annum is €32,000 and full-time equivalent salary is €40,000. The full-time salary of €40,000 is the salary that would be used for calculation of benefit on retirement.

Pensionable Pay = €40,000

Reckonable Service = 36 years (20 years plus [20 x 80%] 16 years).

Where the employee pays Class A rate PRSI and the pension (but not the lump sum) is co-ordinated, then the pension will be calculated as follows under a new method of co-ordination.

The new method of co-ordination is designed to give employees earning less than a specified threshold a higher pension than would have been payable under the previous method and is applicable for retirements from 1 January 2004. The Threshold is specified at $3\frac{1}{3}$ (3.333334) times the annual maximum personal rate of Old Age Contributory Pension, currently €31,186.25. Pension is calculated, for each year of reckonable service as $1/200^{\text{th}}$ of such Reckonable Final Salary as does not exceed the threshold, together with (where appropriate) $1/80^{\text{th}}$ of such Final annual Salary as does exceed the threshold.

Taking the above example, the pension calculation would be €31,186.25 x $1/200$ x 36 years reckonable service plus €8,813.75 x $1/80$ x 36 years reckonable service.

11.7 Probation and Acting Appointments

For the purpose of probation (if applicable) and acting appointments, credit will be given for work-sharing service on the same basis as full-time service. Acting appointments will be filled as per local arrangements.

11.8 Promotion

An employee who is work-sharing may apply for promotion subject to eligibility criteria. While it may be possible for an employee to continue to serve in a work-sharing capacity on promotion, an offer of promotion may be conditional on the employee concerned undertaking to perform the duties of the higher grade on a full-time basis.

11.9 Overtime

An employee who is work-sharing may work overtime. There is no distinction in the definition of overtime for full-time and work-sharing employee, namely extra attendance outside the standard working day of full-time employees in the grades concerned and subject to the agreed arrangements applicable to full-time employees. **Accordingly, overtime is only paid for attendance outside the span of the conditioned working day of full-time employees in the grades concerned. Overtime should not be paid until work-sharing employees have worked in excess of the weekly hours normally worked by their appropriate full-time comparator.**

11.10 Extra Attendance

Work-sharing employees who are required to attend work during normal office hours on days, or at times, which are outside their scheduled work-sharing attendance pattern, (whether for purposes of attending training courses, attending meetings or for other official purposes) should be given additional pensionable payment at their normal rate of pay or time off in lieu. Time taken in lieu of payment for extra attendance is pensionable.

Employees may not be requested to provide such extra attendance during normal office hours without the prior approval of the Human Resources Department. It is essential for superannuation purposes that any such extra attendance is recorded and

a return detailing any such extra attendance is provided by the line manager/supervisor of the person participating in the work-sharing scheme to the Human Resources Department.

The TU reserves the right, in exceptional circumstances, to require individual work-sharing employees to resume duty on a full-time basis, for a temporary period. While it is not possible to prescribe in advance the exceptional circumstances that may give rise to such a requirement, it is expected that these occurrences will be rare. In general, this right will not be exercised in order solely to fill vacancies or provide cover during the absence on sick or annual leave of the work-sharer's partner (where there is such a partner), or as an alternative to normal overtime working or acting-up arrangements by existing full-time employees. Work-sharing employees will be treated as full-time employees for all purposes, including pay and superannuation, for the duration of these arrangements. Employees will be notified formally in writing, well in advance, stating the nature of the exceptional circumstances and the likely duration of the requirement to work full-time.

11.11 Flexible Working Hours

Participants in the work-sharing scheme may, subject to the agreement of line manager/supervisor, avail of flexi-time in the normal manner, where scheduled to work the full daily conditioned hours of service.

Where a person is scheduled to work a mornings only or afternoons only attendance pattern, existing arrangements in relation to flexi-time for work-sharers will continue to apply.

11.12 Return to Full-time employment

An employee who has worked a work-sharing pattern for at least twelve months may apply to return to full-time duties, subject to the availability of a suitable vacancy. They must give six weeks' notice to the TU, of their intention to return to full-time working.

If a suitable full-time vacancy exists, it will be offered, in the first instance, to an employee wishing to return to full-time working, before being offered to the next employee on the panel (where a panel exists).

11.13 Social Welfare Arrangements

As the attendance pattern agreed may affect an employee's social welfare contribution record (i.e., not all attendance patterns may reckon as 52 contributions in any or every year), employees are strongly advised to check with the Department of Social Protection prior to commencing work-sharing and to check the up-to-date position each time they renew a work-sharing agreement.

11.14 Matching Arrangements

The TU reserves the right to agree an attendance pattern with an employee participating in the work-sharing scheme, without making up any consequential shortfall in attendance, provided that this is consistent with the operating requirements of the TU e.g., an employee working four days a week with no replacement to cover for the fifth day. In other cases, there are a number of options available to provide cover for any shortfall in work arising from work-sharing attendance patterns. These include:

- (i) Finding a co-worker or a number of partners within a section who agree to participate in a work-sharing arrangement that will provide full attendance cover (a variation on the existing work-sharing scheme except both parties would not be required to work at least five days in a fortnight);
- (ii) Recruiting, within authorised employee complements, permanent, full-time replacements who would cover, as far as possible, a number of employees who are on a work-sharing attendance pattern;
- (iii) Recruiting, in accordance with relevant local agreements, a temporary replacement to cover any work shortfall.

All of the above arrangements will apply on the basis that the TU remains within agreed whole time equivalent employee complement and that permanent replacement employees can be absorbed within that complement, if the work-sharer returns to full-time duties.

The recruitment of employees on either a whole-time or temporary basis to cover any work shortfall as a consequence of employees participating in the work-sharing

scheme will be in accordance with agreed procedures that may exist with the relevant unions, from time to time, for the recruitment of employees.

Temporary employees, including those who may have previously been given renewed contracts, should have no expectation of a full-time or permanent position. The provisions of the Protection of Employees (Fixed-Term Work) Act 2003 will apply.

Queries

For enquiries on this policy please contact the relevant HR Department:

TUS Midlands: hr.midlands@tus.ie

TUS Midwest: hr.midwest@tus.ie

Appendix I

The calculation of pro-rata pay for a person participating in the work-sharing scheme

Paragraph 9 of this document sets out the basis of the payment of salary to those participating in the Work-sharing Scheme. Where there is an administrative arrangement to pay a person participating in the scheme in equal amounts the calculation of the pro-rata salary will be made by reference to a daily /half day rate of pay on a five-day week basis.

Working Pattern	Weekly Calculation of Pay
Mornings/afternoons only	2.5/5 ^{ths}
Week on/Week off or Split week	2.5/5 ^{ths}
Three Day Week	3/5 ^{ths}
Four Day Week	4/5 ^{ths}

Appendix II

Work-sharing and sick leave arrangements

1. As previously stated in section 11.5 of this policy, in order to ensure consistency between periods of full-time service and participation in the work-sharing scheme, the sick leave arrangements that apply to full-time employees will also apply to those participating in the work-sharing scheme. However, the method by which sick leave is calculated for an employee participating in the work-sharing scheme will be adjusted on the basis of a five-day week, i.e., for employee's participating in the scheme - weekends are excluded from the recording of sick leave taken.
2. An employee working Tuesday, Wednesday and Thursday of each week, who is absent on all three days will have five days certified sick leave recorded (Monday, Tuesday, Wednesday, Thursday and Friday).
3. An employee working mornings/afternoons only will have one day's sick leave recorded for each daily absence, up to five days in any week. A medical certificate will be required after two continuous day's absence.