

## **JOB SHARING PROGRAM**

### **1.0 Purpose**

The City recognizes that in certain situations it is beneficial to provide an employee the option of sharing a fulltime position with another employee.

### **2.0 Scope**

Any fulltime employee in good standing with special needs may request to share a regular fulltime position with another person without reducing the efficiency of the position and without reducing the established hours of work for the position. Each request will be reviewed on an individual basis for its feasibility.

### **3.0 Policy**

3.1 A regular fulltime employee may apply in writing to the department head for approval of a job-sharing arrangement. The request shall include a description of current job duties, the rationale behind the request and the time frame involved.

3.2 Upon receipt of an application for a job-sharing arrangement, the department head will contact the Director of Human Resources, who will arrange to meet with the department head, supervisors and the employee requesting job-sharing to determine whether the job-sharing arrangement proves to be mutually beneficial to both the employee and the City.

3.3 All approved job-sharing arrangements shall be governed by a Job-Sharing Agreement.

Although a Job-Sharing Agreement is effective for a maximum period of 12 months, the City or the employee may cancel an Agreement on 30-days written notice. An Agreement may be extended upon a written request from the employee and approval of the Director of Human Resources with a recommendation from the department head.

3.4 The fill-in portion of the job will be posted and, if necessary, advertised. If an appropriate person is not found to share the position within 60 days, the request will be denied.

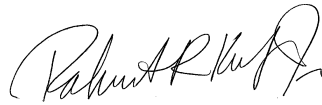
The fill-in employee, if he/she comes from an existing regular fulltime or regular part-time position, has the ability to return to his/her old position during the first 12-month term of an Agreement. Requests from the fill-in employee to move back to the former position are subject to the availability of the position and the ability of the employee to perform the duties of the position.

If the fill-in employee is not a regular employee, the employee is considered temporary and his/her employment is terminated with the termination of the Job Sharing Agreement.

- 3.5 Upon cancellation of a Job-Sharing Agreement, the regular fulltime employee who requested the job-sharing arrangement has to pick-up the fill-in hours for the position or make alternative arrangements to commence a new Job-Sharing Agreement.
- 3.6 Impact on Pay and Benefits: Details on the impact of a job-sharing arrangement on an employee's pay and benefits can be found in the attached sample Job Sharing Agreement.

#### **4.0 Distribution**

Posting on the Employee Information website, [www.citylf.org](http://www.citylf.org).



Robert R. Kiely, Jr.  
City Manager

## **SAMPLE JOB SHARING AGREEMENT**

**between**

**The City of Lake Forest**

**and**

This Job Sharing Agreement covers the (position title) position in (department name) and involves (regular fulltime employee's name) referred to as the "regular employee" and (fill-in employee's name) referred to as the "fill-in employee". Having met the requirements to qualify for a job sharing arrangement, the parties agree that the terms and conditions for this Job Sharing Agreement for (regular employee's name) and (fill-in employee's name) shall be as follows:

### **1. Term of Job Sharing Agreement**

The term of this Job Sharing Agreement shall be from (start date) to (end date) (no more than twelve (12) months from start date). This Agreement may be terminated on thirty (30) calendar days notice from the employer or from either of the employees covered by this Agreement. However, nothing in this agreement shall alter the at-will employment relationship between the City and the regular employee and fill-in employee. This agreement does not constitute and should not be interpreted as a contract of employment for any specified length of time or a limit on any party's ability to terminate the employment relationship at any time and for any reason.

Extensions to this Agreement beyond the above termination date and requested by the two named employees shall be subject to the approval of the Director of Human Resources.

### **2. Return to Previous Position/Cancellation of Job Sharing Agreement**

- (a) The fill-in employee, if the employee came from an existing regular fulltime or regular part-time position into this fill-in position, shall be able to return to (his/her) previous position during the first twelve month term of this Agreement. Movement back to (his/her) previous position shall be subject to the availability of the previous position and the ability of the employee to perform the duties of the previous position.
- (b) Where the fill-in employee is not a regular employee, the employment relationship shall be terminated if the agreement is cancelled or not renewed.
- (c) Where this Agreement is canceled or is not renewed, (regular employee's name) shall revert to fulltime hours for the position or make alternative arrangements to commence a new Job Sharing Agreement.

### **3. Working Conditions**

- (a) (regular employee's name), at the commencement of this Agreement, shall be classified as a regular part-time employee.

- (b) (fill-in employee's name), at the commencement of this Agreement, shall be classified as a temporary employee if he/she is not a regular employee. The fill-in will be classified as a regular part-time employee if he/she was formerly a regular employee.
- (c)
  - (1) (regular employee's name) accumulates longevity onto (his/her) regular fulltime hours, based on the hours worked under this Job Sharing Agreement.
  - (2) If (fill-in employee's name) was a regular employee immediately prior to the commencement of this Agreement, hours worked under this Agreement shall be added to (his/her) longevity hours accumulated prior to the commencement of this Agreement.
  - (3) If (fill-in employee's name) was not a regular employee immediately prior to the commencement of this Agreement, or (he/she) is a new employee, no longevity hours accumulate under this Agreement.
- (d) The salary each employee covered by this Agreement receives is based on the hours they individually work.
- (e)
  - (1) (fill-in employee's name) is required to successfully complete a probation period equivalent to that for a regular fulltime employee working in the (position title) position.
  - (2) If, however (fill-in employee's name) is already a regular employee, the probation period may be reduced if (he/she) has previously completed a probation period in a (position title) position with the City.
- (f) If (fill-in employee's name) fails for whatever reason in the job shared (position title) within the probation period and (he/she) was a regular employee, (he/she) has the ability to revert to (his/her) previous regular position if the position is available and he/she can perform the duties of the position. If (fill-in employee's name) is temporary, (he/she) will be terminated.
- (g) The accumulation of paid leaves, for example vacation, holidays and sick time off, are pro-rated based on the employee's reduced hours. If (fill-in employee's name) is temporary (he/she) will not receive these paid time off benefits. Where absences of either employee covered by this Agreement occur, the remaining employee may be required to work the time not worked by the absent employee, unless the remaining employee receives approval from the department head to not work the hours.
- (h) The employer's share of insurance premiums for (regular employee's name)'s benefits is reduced based on the reduced hours worked by the employee. (regular employee's name) shall be responsible for paying the premiums not paid by the employer. If (fill-in employee's name) was regular and is receiving benefits, (he/she) shall be responsible for paying the premiums not paid by the employer. If, however, (fill-in employee's name) is temporary, (he/she) will not receive insurance benefits.
- (i) Employer and employee contributions shall continue for pension plans, however, they will be based on reduced earnings which result from reduced hours.
- (j) A job share employee does not receive overtime on (his/her) non-scheduled working days until (he/she) works over 40 hours in one week, at which point (he/she) will receive time and a half for time worked in excess of 40 hours in one week.

4. Other Conditions

(They would be listed following)

This Agreement signed \_\_\_\_\_ 20\_\_ , in The City of Lake Forest.

For the Employer:

\_\_\_\_\_  
City Manager

I agree to the terms and conditions outlined in this Agreement.

Signed:

Signed:

\_\_\_\_\_  
(regular employee's name)

\_\_\_\_\_  
(fill-in employee's name)

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Dir/Jobshare