



Ensure the most current form is submitted. Refer to EMACS Forms/Procedures website.

# JOB SHARE CONTRACT

Must print in Black or Blue ink ONLY

<b>Company</b>	<b>Department</b>	<b>Position No.</b>	<b>Dept. ID</b>
<b>Job Code Title</b>		<b>Supervisor Name (Print)</b>	<b>Effective Date</b>

## Job Share Partner 1

## Job Share Partner 2

<b>Last Name, First Name</b>		<b>Last Name, First Name</b>	
<b>Employee ID</b>	<b>Rcd No.</b>	<b>Employee ID</b>	<b>Rcd No.</b>

The request to job share as proposed by the employees listed above is approved subject to the following general and specific provisions and conditions:

1. Either job share partner may request to terminate the Contract and return to full-time employment. However, accommodation will be subject to the availability of a vacant position and the remaining partner will be required to work full-time until a suitable job share partner can be found and is approved by the department.
2. Job share partners agree to work full-time in the temporary absence of one partner if the department so requests, as long as the hours paid do not exceed the 80 hours maximum in any given pay period.
3. In the event one partner is promoted, demoted, transferred or terminated, pro-rated benefits for the remaining employee shall continue until a replacement is appointed. If no replacement is appointed within three (3) pay periods, the remaining employee agrees to return to full-time employment in the position.
4. The department reserves the right to require employees to temporarily work in excess of their standard hours.
5. Job Share Partner 1 agrees to work \_\_\_\_\_ standard hours per pay period on the following days and hours:

\_\_\_\_\_.

Job Share Partner 2 agrees to work \_\_\_\_\_ standard hours per pay period on the following days and hours:

\_\_\_\_\_.

6. Both employees are eligible for leave benefits, which will be pro-rated according to their standard scheduled hours. Leave will not accrue for time worked in excess of the standard scheduled hours.

*Sick Leave Example:* If the employee's scheduled units are 48 hours per pay period, the employee will earn 2.034 hours of sick leave per pay period if 48 hours are actually worked (normal accrual for 80 hours is  $3.39 \times 48/80$  or  $60\% = 2.034$ ). If the employee works more than the 48 hours, the accrual of 2.034 hours will not be increased. If the employee works less than 48 hours, the accrual rate will be based upon those hours worked.

Similarly, vacation and holiday hours will accrue on a pro rata basis, based on the standard scheduled hours of each employee.

- For employees whose standard scheduled hours are 40 or more, retirement will not be withheld for hours worked beyond the standard scheduled hours.

*Retirement Example:* The standard hours that the employee will work per pay period plus any benefits received in cash will determine the employee's retirement contribution. For example, if the employee is scheduled to work 48 hours per pay period at the hourly rate of \$10.00 per hour, receives \$100.00 in cash benefits, and the employee's contribution rate is 9.5% (.095) based upon age, the employee will have deducted \$55.10 per pay period (48 hours x \$10.00 per hour plus \$100.00 x .095). If the employee works less than the scheduled 48 hours per pay period, \$55.10 will still be deducted, making the contribution a higher percentage of gross pay. Conversely, if the employee works more than the scheduled 48 hours, the same contribution will be a lower percentage of gross pay. The retirement contribution will only fluctuate when the employee's hourly rate changes or when the cash benefit changes.

- The employee whose standard scheduled hours are 40 or more per pay period is eligible to receive benefits, based on the number of scheduled units, in accordance with the appropriate MOU for the applicable occupational unit. This includes but is not limited to medical insurance, dental insurance, Accidental Death and Dismemberment and/or life insurance, and membership in the retirement system. Contributions to retirement are a fixed amount based on the scheduled retirement units and cash benefits. Retirement contributions are not affected by working more or less than the scheduled hours of work.
- The employee whose standard scheduled hours are less than 40 per pay period will participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. The employee shall contribute 7.5% of gross earnings. The employee's contribution to PST Deferred Compensation shall be automatically deducted from the employee's earnings. Maximum contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. The employee shall enroll in the plan and must complete the forms approved by Human Resources.  
The employee whose standard scheduled hours are less than 40 per pay period may not withdraw PST Deferred Compensation or retirement funds until they no longer work for the County in any capacity. They may also be eligible for other benefits provided for in the appropriate MOU, such as Accidental Death and Dismemberment insurance.
- Regular status for employees who are job sharing shall be achieved on the basis of successful completion of required hours worked, subject to the requirements outlined in the appropriate MOU for the classification of the position employed under.
- Step increases for employees job sharing are to be granted upon successful completion of required hours to advance to each step, subject to the requirements outlined in the appropriate MOU for the classification of the position employed under.

**Additional conditions (if applicable):**

I have read and understand the above general and specific provisions and conditions regarding job sharing. It is my desire, at this time, to enter into a Job Share Contract.

<b>Job Share Partner 1 Signature</b>	<b>Date</b>
<b>Job Share Partner 2 Signature</b>	<b>Date</b>
<b>Supervisor Signature</b>	<b>Date</b>
<b>Department Head Signature</b>	<b>Date</b>

This document/form incorporates use of e-signatures in accordance with the San Bernardino County Policy #03-12 and Standard Practice 1.

**DISTRIBUTION:** Original – EMACS-HR (0030)  
 1<sup>st</sup> Copy – SBCERA (0014)  
 2<sup>nd</sup> Copy – Job Share Partner 1  
 3<sup>rd</sup> Copy – Job Share Partner 2

(Job Share Contract)