



Warning

This form is no more than a sample job share agreement. This sample agreement is for informational purposes only, designed for the purpose of highlighting the basic elements of a job share agreement and to cause you to reflect upon additional terms that could be included in your own agreement. The facts and circumstances of your particular job share arrangement may make this form inappropriate for you. Though this form may be valid in one jurisdiction, it may not be valid in another. Please consult an attorney before using this form in an official capacity.

SAMPLE JOB SHARE AGREEMENT

This Agreement for Employment is made on this ____ day of _____, 200__, by and between _____, "Employer" and _____, "Job Share Candidate."

The Employer shall employ _____(Name of Job Share Candidate) subject to the following terms and conditions.

1. General Principles.

1.1 Job Sharing is where two _____(Name of Job Share Candidate)'s share the duties and responsibilities of a full-time position. The sharing includes hours of work and conditions of service.

1.2 The Employer, by and through the undersigned official, and _____(Name of Job Share Candidate) enter into this agreement with the express purpose of documenting the conditions of employment concerning the job share.

1.3 It is understood that _____(Name of Job Share Candidate) knowingly and voluntarily enters into this agreement whereby she/he will share the duties and responsibilities of the position of _____(Title of Position) with _____(Name of other Job Share Candidate), and that she/he will work as a team with _____(Name of other Job Share Candidate) to collectively accomplish the position's goals and objectives.

2. Practical Issues.

2.1 _____(Name of Job Share Candidate)'s assignment to the position of _____(Title of Position) is for _____(Specify duration of job share) as of the effective date of this agreement.

2.2 For the _____(specify duration of job share) that _____(Name of Job Share Candidate) is assigned to the position of _____(Title of Position), she/he will be converted to a part-time work schedule not to exceed ____ hours per week.

2.3 _____(Name of Job Share Candidate) will work _____, _____, and _____(Specify days of the week) of every workweek.

2.4 The Employer and _____(Name of Job Share Candidate) may change the schedule established in paragraphs 2.3 and 2.4 upon mutual consent of the supervisor and _____(Name of other Job Share Candidate).

2.5 The following duties and responsibilities shall be competently performed by _____(Name of Job Share Candidate):

[Insert detailed description of duties.]

2.6 In addition to the duties stated above, the _____ (Name of Job Share Candidate) shall perform such further and other duties required by the Employer.

2.7 _____ (Name of Job Share Candidate) shall comply with all stated standards of performance, policies, rules, and regulations. A company manual containing a more complete explanation of many of these standards has been given to _____ (Name of Job Share Candidate). At this time, _____ (Name of Job Share Candidate) acknowledges receipt of the company manual. The _____ (Name of Job Share Candidate) shall also comply with such future Employer policies, rules, regulations, performance standards and manuals as may be published or amended from time to time.

3. Compensation.

3.1 The commencing salary of _____ (Name of Job Share Candidate) shall be fixed in relation to her/his experience, knowledge, skill and qualifications. There is no guarantee that job sharers will receive the same salary, nor will one automatically receive an increase in salary because the other does. Each job share partner will be paid pro rata for the hours actually worked.

3.2 _____ (Name of Job Share Candidate) agrees to accept the sum of _____ (\$_____) per year, payable pro rata for the hours actually worked. In addition to the above compensation, _____ (Name of Job Share Candidate) will be entitled to the following "fringe benefits":

[Detail pension and non-salary benefits. For example, allowances for health insurance, life insurance, etc.]

3.3 Overtime payments will not be made to either job share partner until they have exceeded those working arrangements as required by part-time workers. That is, they must each exceed 37 or 39 hours (whichever is applicable) before attracting overtime premium.

4. Vacations, Sick Days and Holidays.

4.1 Annual Leave. Standard vacation entitlements will apply pro-rata to that of a full-time employee.

4.2 Sick Leave. The full entitlement based on service will apply, with normal pay.

4.3 Public and Extra Statutory Holidays. Public holidays will be divided between the job share partners pro-rata to the number of hours actually worked. Where the working arrangements result in a disproportionate share, administrative adjustments will be made to ensure a fair split.

4.4 Cover Arrangements. Where one partner is absent for an extended period (e.g. maternity leave or protracted sickness leave), the other partner will be offered the opportunity to work extra hours and be paid pro-rata for those extra hours of service. Taking up the opportunity of working extra hours is a matter of choice for the job sharer and no pressure will be applied on the job sharer by the Employer to do this.

5. Evaluation, Training and Promotion.

5.1 Evaluation. Each job share partner shall be evaluated individually and in the same way as full-time employees.

5.2 Training. Job sharers will have access to training opportunities on the same basis as full-time employees.

5.3 Promotion. Job sharers will be eligible for promotion on the same basis as full-time employees.

6. Amendment and Termination of this Agreement.

6.1 Amendment. This Agreement may be amended or cancelled by mutual agreement of the parties without the consent of any other person and, so long as the Job Share Candidate lives, no person, other than the parties hereto, shall have any rights under or interest in this Agreement or the subject matter hereof.

6.2 Termination. This job share agreement may terminate upon the occurrence of any of the following events: (a) the death of the _____(Name of Job Share Candidate); (b) the failure of the _____(Name of Job Share Candidate) to perform his duties satisfactorily after notice or warning thereof; (c) for just cause based upon nonperformance of duties by _____(Name of Job Share Candidate); (d) economic reasons of the Employer which may arise during the term of this Agreement and which may be beyond the control of the Employer.

6.3 Arrangements if a Job Share Partner Leaves. In the event that one job sharer leaves the job for whatever reason, the hours of work previously undertaken by that job share partner shall be offered to the remaining job share partner. If she/he decides not to work full-time, the Employer will seek to recruit another job share partner. If no suitable partner can be found, the remaining job share partner will be offered whatever practicable employment options are available and the position will revert to a full-time position.

6.4 Notice of Termination.

a. _____ (Name of Job Share Candidate) will be notified in writing ___ days in advance of the Employers decision to terminate the job share for programmatic reasons or if the arrangement adversely affects the accomplishment of work requirements.

b. If _____ (Name of Job Share Candidate)'s performance is less than effective, she/he will be notified and given ___ days to improve performance. Management reserves the right to terminate the arrangement if the employee's performance has not improved after 30 days.

c. If _____ (Name of Job Share Candidate) decides to take another position or terminate this Job Share Agreement, she/he shall provide the Employer and _____ (Name of other Job Share Candidate) ___-day advance notification of the departure.

7. Agreement Renewal. This Agreement will be reviewed every year and renewed upon the agreement of both the Employer and the Job Share Candidate.

8. Non-Assignment. This Agreement may not be assigned without prior notice by either party. Such assignment is subject to the mutual consent and approval of any such assignment.

9. Dispute Resolution. This Agreement constitutes the complete understanding between the parties, unless amended by a subsequent written instrument signed by the employer and _____(Name of Job Share Candidate). Any dispute under this agreement shall be required to be resolved by [binding arbitration/mediation/other agreed upon forum] of the parties hereto.

10. Applicable Law. The provisions of this Agreement shall be construed in accordance with the laws of the State/Commonwealth of _____.

IN WITNESS WHEREOF, the Job Share Candidate and Employer hereby execute this Agreement in full, all as of the day and year written above.

[Employee Name]

[Name of Employer]
By: [Name of Person Signing on Behalf of Employer], Duly Authorized Representative