

## LETTER OF UNDERSTANDING

### JOB SHARING

The Vancouver Public Library and CUPE391 agree that where a regular full-time employee wishes to share their full-time position, that such job sharing agreements be mutually agreed upon using the following principles, provided, however, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein.

For the purpose of this agreement, job sharing means the temporary, voluntary sharing of one non-supervisory regular full-time position (job share unit) by two regular full-time employees or by one regular full-time employee and one non-full-time employee (part-time / auxiliary / temporary) in the same classification. All participants in the job sharing arrangement must have completed probation or the equivalent number of hours of the probation period.

The purpose of job sharing is to enable employees to perform regular work on a reduced hours basis for a fixed temporary period. It is understood that job share partners have made a commitment to each other and the organization to the smooth operation of the unit for the duration of the agreement. The Employer will determine the number of job share units to approve in the organization and at each work site based on operational requirements.

Positions which temporarily become job share units and those temporarily vacated by a participant will be maintained at the same employment status (full-time / part-time / auxiliary / temporary).

#### 1. General

Where a Regular Full-Time Employee occupying a regular full-time position wishes to share their position with another employee and has received formal approval from the Employer and the Union, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

#### 2. Procedure

- (a) A regular full-time employee shall apply in writing to their supervisor, indicating the hours and days of the week the employee wishes to share and with whom the employee contemplates the job sharing arrangement.

- (b) The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
- (c) Where an employee's request is approved by their supervisor and manager and results in an acceptable job sharing arrangement, Human Resources shall provide each affected employee with a letter covering the terms and conditions of the Job Sharing arrangement signed by the Employer and the Union.
- (d) The regular weekly hours of the position (eg. 35 hours) shall remain unchanged as a result of the job sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referred to in paragraph (c) above. During the job share period, the employees will work on a regular five (5) day, uncompressed schedule. If on a compressed work week schedule prior to the job sharing arrangement, the regular full-time employee will return to a compressed work week schedule at the termination of the job sharing arrangement.
- (e) The hours of work for each of the participants in a job share unit may be shared on the basis of a 50/50 split (17.5 hours each), 60/40 split (21 hours and 14 hours) or 80/20 (28 hours and 7 hours) split.
- (f) Where an employee's request for a job share, including extensions, is denied, the Union may request a meeting with the Manager and the Director of Human Resources to discuss the matter.

### 3. Duration

- (a) Each job sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the Employer and the Union. Employees may request an extension to the job sharing arrangement at least one month prior to the end of the job share and, if agreeable to the supervisor and manager, an extension of one (1) year will be approved. Each year of approved extension will be subject to a new agreement.
- (b) A job sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided thirty (30) calendar days' written notice has been served to the other parties, unless otherwise provided for in the letter referred to in paragraph 2 (c). Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their

temporary appointment that their term in the position could be cut short as a result of an early cancellation.

(c) **First year of Job Share:** Upon the expiry or termination of the job sharing arrangement, participants will return to their former positions, unless an extension is approved.

(d) **Job Share Extensions:** If a job share is extended beyond one (1) year, the vacant full-time position may be posted on a regular basis. Part-time hours will be filled on a regular basis if the job share partner is unable to work the hours due to their job share participation.

Upon termination of an extension, regular full-time employees will be transferred to the next available vacant position in their classification for which they are qualified. Regular part-time employees will be given preference for available part-time hours in their classification for which they are qualified, up to the number of hours resigned to participate in the job share.

#### 4. Employee Status and Working Conditions

(a) A regular full-time employee in a job sharing arrangement shall continue to maintain the status of a regular full-time employee during the period of time covered by the job sharing arrangement and shall accumulate seniority in proportion to the scheduled hours compared to the full-time hours of the position. Such an employee shall be entitled to exercise bidding rights as a regular full-time employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.

(b) The general principles with respect to wage rates, employee benefit entitlements and premium payments for regular full-time employees in job sharing arrangements are as follows:

(1) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bear to the full-time hours of the position being shared.

(2) Paid leave benefits, such as Vacation, Public Holidays, Sick Leave and Gratuity shall be earned on a proportionate basis in accordance with the ratio that the

employee's scheduled weekly hours bear to the full-time hours of the position being shared.

- (3) The employee's share of the premium payments for Health and Welfare benefits, such as Medical, Extended Health, Dental and Group Life shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.

(c) In accordance with the general principles outlined in paragraph 4 (b), except as otherwise stated, the following shall apply to regular full-time employees:

(1) Vacation Entitlement

The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the employee for the period of time spent in the job sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a job sharing arrangement.

(2) Supplementary Vacation

Supplementary vacation shall not be prorated as a result of an employee participating in a job sharing arrangement.

(3) Public Holidays

The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bear to the full-time hours of the position being shared (for example, an employee on 50% job share earns 3.5 hours and an employee on 60% job share earns 4.2 hours).

If a public holiday falls on an employee's regularly scheduled day of work, the hours the employee would have worked on that public holiday may be rescheduled as mutually agreed between the employee and the employee's supervisor; however, the hours are to be rescheduled within the same pay period in which the public holiday falls.

(4) Medical Services Plan, Extended Health, Dental and Group Life

The Employer shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employee's new scheduled hours compared to the full-time hours of the position being shared and the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.

An example of the calculation of the Employer's share is as follows:

Employer's share =  $17.5 \text{ (scheduled hours)} / 35 \text{ (normal hours)} \times 75\% \text{ (employer's portion of premium)} = 37.5\% \text{ of premium}$

(5) Sick Leave and Gratuity

For the period of the job sharing arrangement, the employee shall have sick leave and gratuity days credited on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bear to the full-time hours of the position being shared.

(6) VESP

The employee shall continue to be entitled to VESP on the basis of 1½% of the reduced earnings.

(7) Pension

Where an employee is contributing to the Municipal Pension Plan and enters a job sharing arrangement, the employee shall be required to continue making payments. The cost sharing arrangement shall continue on the same percentage basis applied to the reduced earnings.

(8) Increments

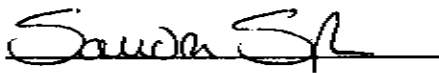
A regular full-time employee sharing a position shall be eligible for increments upon the completion of the equivalent period of service applicable to a regular full-time Employee in a similar classified position.

5. Auxiliary, Regular Part-Time and Temporary Employees

- (a) Auxiliary, regular part-time or temporary employees sharing a portion of a regular full-time position as a result of a job sharing agreement shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.
- (b) If participation in a job sharing arrangement results in a regular part-time employee working a regular schedule equal to or greater than twenty (20) hours per week, the employee will be eligible for benefits in accordance with 14.1.2 of the Collective Agreement for the period of the job sharing arrangement.

6. Termination

Either party may cancel this Letter of Understanding by providing at least three (3) months written notice to the other party. Notwithstanding such cancellation, all job sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.



Sandra Singh  
Chief Librarian  
Vancouver Public Library



Alex Youngberg  
President  
CUPE Local 391

Feb 29, 2012

Date

Feb. 16, 2012

Date

**Letter of Understanding – Job Sharing – Addendum:**

**In accordance with 3 (a) of the LOU, each job sharing arrangement shall be for a maximum period of one (1) year....and each year of approved extension will be subject to a new agreement.**

- 1. For employees currently on a one year job share, the job share will be reviewed for renewal at the end of the current job share agreement. If approved, a new one year job share agreement will be signed.**
- 2. For employees on a long-term job share without an end date, job shares will be reviewed for renewal one year from the signing of the job share LOU (February 16, 2012). If approved, a new one year job share agreement will be signed.**