

ARTICLE 8
JOB SHARE PROGRAM

8.1 Job Sharing

- 8.1.1 Job sharing is a plan whereby two (2) unit members share the full responsibilities for one (1) identifiable full-time position.
- 8.1.2 Unit members selected for participation in the program shall resign their full-time position and shall be rehired as part-time unit members at the agreed upon percentage level. This action shall not constitute a break in service but shall effect a reduction of permanent status to the part-time positions for the term of the job share arrangement.
- 8.1.3 Revision or termination of the program will not modify the status of personnel who entered the program prior to the effective date of such revision or termination.
- 8.1.4 The purchase of medical benefits for job share partners shall be in accordance with the rules and regulations of CalPERS.
 - 8.1.4.1 The purchase of dental and vision benefits for job share partners shall be in accordance with the rules and regulations of Schools Self Insurance of Contra Costa County.
- 8.1.5 Job share teams shall be comprised of permanent employees with two exceptions:
 - a. Retired teachers when such arrangements are not complicated by rehire rules following layoff; and
 - b. There may be situations where, due to the illness or injury of one, or both parties to a job share team, temporary employee(s) may be hired to complete a given school year. When such situations occur, the term of employment for the temporary employee(s) shall not exceed the remainder of the school year when such illness or injury occurs. If a job share partner will be absent for the extended period (more than one (1) school year) due to illness or injury, the job share arrangement shall be deemed terminated. The remaining partner shall have the option of taking the position formerly shared full-time, requesting a leave for the following school year or seeking a new partner. The new partnership shall be considered a new job share and the participants shall follow the procedures and timelines outlined in §8.1.6, §8.1.16 and §8.1.17, or in §8.1.11, if an extended absence due to illness or injury occurs outside the normal timeline for job share formations.
- 8.1.6 Mutual agreement between the two (2) unit members, the immediate supervisor, and the Chief and/or Director of Human Resources is required before the plan can be implemented. In the event the District withholds agreement, the reasons for such rejection shall be put in writing and furnished to the two unit members.

- 8.1.7 Article 5, Transfer, shall not apply to any transfers required to implement this provision.
- 8.1.8 Salaries of participants will be paid on a basis which is proportional to full-time service with shares to be determined by participating unit members.
- 8.1.9 Evaluation of participants shall be as prescribed by Article 11.
- 8.1.10 A job-sharing situation can be terminated by the District if there is just cause for such termination. In determining such cause, a finding adverse to the unit member is not required, but only a substantial showing that the termination is in the best educational interest of the District. The job-sharing participants affected shall be given a written statement of the reasons for the termination. If either or both participants are dissatisfied with the reasons, they may file a grievance at Step 2 within ten (10) work days of receipt of the statement of reasons. Upon termination of the job-sharing arrangement by the District, including terminations effected by layoff, the job-sharing participants affected shall revert to the full or part-time status held prior to such job-sharing. Should this termination of the job-sharing result in a member going from a non-benefited position to a benefited position, the member must contact the District Benefits Specialist in order to enroll for medical, dental and vision benefits.
- 8.1.11 With District approval a unit member may withdraw from job-sharing and be reinstated to their former full or part-time permanent status, if so qualified. In determining placement of the unit member or unit members giving up job-sharing, the most senior shall have preference for the job formerly shared. The remaining partner shall not lose their priority as an ongoing job share and is exempt from §8.1.16 and §8.1.17. If the job share termination falls within the District transfer timeline, the less senior partner shall, at their discretion, become an involuntary transfer at the same percentage of employment held prior to the job share, or may seek a new job share partner for the remaining term of the approved job share. If the termination occurs outside the District transfer timeline, the remaining partner may seek a new job share partner for the remainder of the term of the approved job share, provided a new partner is located at least fifteen (15) working days prior to the beginning of the subsequent school year. If a new partner cannot be found, the less senior partner shall be assigned to a vacancy, be granted a leave of absence for the following school year, if requested, or shall be assigned as a day-to-day sub, as per §5.11. If partners in a dissolving job share have the same seniority date, seniority shall be determined by lottery.
- 8.1.12 If one of the participants in a job share retires, leaves employment with or is separated from employment with the District or dies, the

remaining partner may accept the position full time or go through the process for forming a new job share partnership for the remainder of the term of the approved job share, as outlined in §8.1.11. In the case of retirement or death, the remaining partner does not lose their priority as an ongoing job share and is exempt from §8.1.16 and §8.1.17.

- 8.1.13 In January, the Human Resource Office will send out a survey to principals to determine which job share partnerships will continue the following year.
- 8.1.14 In January, the Chief and/or Director, Human Resources will hold an informational meeting to review Article 8 of the collective bargaining agreement. The potential impact of layoff will be reviewed at the meeting.
- 8.1.15 From February 1 through February 15, the Human Resources Office will accept plans for new Job Share participants. These plans must be completed in accordance with the procedures outlined in §8.1.6.
- 8.1.16 By February 22, if needed, the Chief and/or Director, Human Resources and the President of MDEA will create by lottery a numerical order for implementation of new Job Share partnerships up to the maximum number stipulated in §8.1.20.
- 8.1.17 Similar to transfers, job share assignments must be made no later than fifteen (15) working days before the first student day.
- 8.1.18 No certificated position within the bargaining unit shall be unreasonably excluded from the job-sharing program.
- 8.1.19 An individual may remain in a job share for no longer than five (5) consecutive years. Year one for each individual in a job share will be the first year in which an approved job share is implemented.
After five (5) consecutive years an individual or job share partners would need to reapply in accordance with §8.1.6, §8.1.16 and §8.1.17.
 - 8.1.19.1 The exception to §8.1.19 is a job share team where one or both of the partners are participating in the "Willie-Brown" program. Partners shall be limited to the term of the "Willie-Brown." If a non-"Willie-Brown" partner leaves the job share, the new partner will be limited to the term remaining on the original "Willie- Brown" partner.
- 8.1.20 The number of job share positions filled by partners who are permanent shall not exceed forty (40). Three (3) additional job share team(s) in a recognized statewide shortage area may be approved by the District. Through mutual agreement the number of job share partnerships in a recognized statewide shortage area may be increased beyond three (3).
- 8.1.21 Job share arrangements which include a schedule or plan by which one or more of the partners will work in the fall and spring

intervention program shall not count towards the established cap or the term limit established in §8.1.20.

8.1.21.1 If the parties do not participate in the fall and spring intervention program in a subsequent year, they shall be required to re-apply for a new job share assignment which will be counted towards the cap.

8.1.21.2 All other relevant sections of this Article apply.