

**Article: LETTER OF UNDERSTANDING  
RE: JOB SHARING ARRANGEMENTS  
Amend Language**

**Purpose:** To respond to the request of the Regional Municipality of Niagara's Emergency Medical Services staff to improve their working conditions and quality of life.

The Parties recognize and agree to the following:

- That job sharing position(s) will only be permitted between individuals in the same **level of qualification** if the Union and the Corporation agree to such position(s).
  - That the job sharing arrangement will commence upon ratification of the Collective Agreement between the Parties.
  - That the schedule to be worked by the job sharers shall be equal to one (1) full-time position.
  - That this Letter, outlining the job sharing arrangement(s), forms part of the Collective Agreement.
  - That the Parties have agreed to the following terms for job sharing at the Regional Municipality of Niagara -Public Health Department, Emergency Services Division.
  - That the Collective Agreement shall be in effect except as modified below:
- A. The Corporation and the Union agree to implement up to five (5) job sharing positions. For greater clarification job shares shall be limited to ten (10) incumbents.
- B. Job sharing is defined as an arrangement where the following conditions apply:
- (a) Job sharing shall be considered on a job by job basis and shall be initiated through a written application by the **interested employee(s), one** of whom must be in a permanent full-time position, to the **Commander/Manager** and forwarded to Human Resources.
  - (b) **In the event a request is initiated by two interested employees, the request shall identify those employees who will be paired to share the position, including identifying in the case of two permanent full-time employees whose position will be shared, and who will be the “second incumbent”.** Any resulting vacancies created by a job sharing arrangement shall be posted in accordance with the requirements of the Collective Agreement.

**In the event a request is initiated by one interested permanent full-time employee, subject to approval of the parties as noted above, the other half of the job share shall be posted in accordance with the requirements of the Collective Agreement. Notwithstanding the above, there will be no obligation to post a job share externally.**

All Employees being considered for job sharing shall have satisfactorily completed their probationary period in accordance with the Collective Agreement, and all job share partners must be part of the same **level of qualification**.

- (c) The duties performed, or responsibilities of other staff members, shall not be altered or changed to accommodate the job sharing arrangements.
- (d) Upon entering a job sharing partnership, each job sharer shall become a part-time employee and accordingly shall be subject to the relevant terms of the Collective Agreement. **Articles 15.06 and 15.07 will not apply to job sharing partners.**
- (e) Total hours worked by one pair of job sharing partners shall equal one (1) full-time position with the expectation that **one** partner will work a **minimum of** thirty percent (30%) of the available time. The division of hours of work shall be determined by mutual agreement between the two (2) employees and their **Commander/Manager**. Schedules must be submitted monthly in writing at least one (1) month in advance. The **Commander/Manager** shall be notified in writing at least two (2) weeks in advance regarding any changes to prescheduled shifts.

**Notwithstanding the above, opportunities to work additional shifts will be consistent with how they are offered to full time employees. Overtime rates will be paid in accordance with part-time overtime entitlement.**

- (f) Each job sharer shall endeavour to cover their partner's vacation, planned leaves of absence and incidental leaves, including illness. These arrangements will be made in consultation with the **Commander/Manager** to ensure reasonable notice to all Parties. This coverage shall occur without a change in employment status. Job sharers shall not be expected to cover for their partner in cases of temporary absence exceeding six (6) weeks.
- (g) If one (1) of the job sharers voluntarily leaves a partnership, the remaining partner has the option to:
  - (i) Return to their former status if the appropriate position still exists;
  - (ii) Vacate their position and accept a **lower** status position if such a position exists; or,
  - (iii) Request the Corporation re-post the vacated job sharing position.

If requested, and with mutual agreement to re-post the job sharing position, the Corporation will post and fill the vacated job sharing position as per **item (b) above**.

**In the event items (i), (ii), and (iii) above are not possible, the remaining partner shall be considered laid off and shall exercise their right to bump.**

- (h) It shall be the responsibility of each job sharer to communicate all pertinent information to each other and to keep informed of current workplace communications and activities.
- (i) Successful job sharing candidates shall commence their duties as per the job sharing arrangement within thirty (30) calendar days of the closing of the posting.
- (j) For all new job shares, the Corporation will temporarily hold the positions for the job sharer who is not the owner of the permanent full-time position (ie: the second incumbent, part-time employee, or casual employee) for a trial period not to exceed six (6) months. At any time before the expiry of such trial period, the two job sharers shall have the right to terminate the job share and return to their former permanent position. After expiry of the six (6) month trial period the permanent position will be posted accordingly.**
- (k) The Union and the Corporation may meet, within a six (6) month period, in order to review the job sharing arrangement(s). Such review may be requested in writing by either Party.

The Union or the Corporation may discontinue **any** job sharing arrangement(s) with sixty (60) days written notice. Any reason for discontinuing the job sharing arrangement(s) will be given at that time. The person in the job share **who was the original owner of the permanent full-time position, or whose full-time position was shared per the original job share request as outlined in item (b) above**, shall assume the full-time position and the second incumbent in such job share shall be considered laid off and placed in an available vacancy or shall exercise their right to bump.