



Archdiocese of San Antonio

Shared Employee Policy

A shared employee is an employee who is employed by more than one location within the Archdiocese of San Antonio. Current employees who wish to apply for additional employment within the Archdiocese of San Antonio must seek approval from all listed below prior to applying for an additional position:

- Primary Location (current employer)
- Secondary Location (prospective employer)
- If applicable, each additional location (prospective employer)
- Human Resources Office

Before a contingent offer is made to an employee from the additional location(s), a written employee shared agreement must be completed and submitted to Human Resources two weeks prior to the desired start date of employment with the additional location(s) for review to ensure compliance with federal and state labor laws. If the agreement conflicts with federal and state labor laws, Human Resources will consult with the location(s) about options. The agreement must document all terms of the arrangement including, but not limited to, the designation of the employee's primary location, the expected work schedule for each location, the amount and schedule for repayment of health insurance benefits between multiple locations. The agreement must include written acknowledgment and approval of all participating Pastors, Administrators, Principals, and Agency Directors for current shared employee arrangements.

Limitation of One Full-time Position Per Employee

An employee is not permitted to hold more than one full-time position with the various entities that comprise the Archdiocese of San Antonio (e.g., Pastoral Ministry Center, Catholic Charities, Mexican American Catholic College, Mission Concepcion Sports Park, Catholic Cemeteries, Assumption Seminary, parishes, schools, etc.).

Work/Life Balance

While there is no set limit to the total hours to be worked per week, we encourage supervisors to consider the personal commitments of employees and ensure a proper work life balance. Typically, a regular work week is comprised of 40 hours worked per week.

Overtime

Per the Fair Labor Standards Act (FLSA) any non-exempt employee working beyond 40 hours per week is paid at an overtime rate of time and a half. Overtime will be paid at the rate of the job and by the location in which the overtime was earned.

Designation of Primary Location

If an employee is hired as a part-time employee at more than one location, then the location in which the employee works the most hours on a regular basis will assume responsibility for administration of any

applicable benefits and be considered the primary location. The primary location will invoice the other location(s) for reimbursement of benefits on a pro-rated basis.

Benefits

Health Insurance

Employees who work 30 or more hours per week through combined Archdiocese of San Antonio employment at multiple locations will be offered health insurance benefits. The health insurance will be effective when the employees become benefit eligible as per the Affordable Care Act (ACA).

Example of full-time eligibility for health insurance and pension benefits:

- Part-time hours at location 1 – Working 5 hours a week
- Part-time hours at location 2 – Working 25 hours a week

Pension Plan

Employees who work 30 or more hours per week through combined Archdiocese of San Antonio employment at multiple locations will be eligible for the 401 (a) Pension Plan. Pension plan contributions are 5% of gross earnings and paid by each individual location based on bi-weekly gross earnings in the payroll system.

Paid Time Off

Part-time employees who work at least 20 hours per week at one location will be eligible for pro-rated vacation, sick, holy day and holiday time (see Absences and Time Off in the Employee Handbook for further clarification).

Employment at More than 2 locations

Employees who wish to apply for additional employment beyond the two original locations within the Archdiocese of San Antonio must follow the steps listed in page one of the shared employee policy. For every additional location a new employee shared agreement must be signed and authorized, should the authorized personnel at the location(s) decline such an agreement, Human Resources will consult with the location(s) about options. All additional employee shared agreements must be submitted to Human Resources two weeks prior to the desired start date of employment with the additional location(s) for review to ensure compliance with federal and state labor laws.

Renewal/Termination of Employee Shared Agreement

If there is a change in Pastor, Administrator, Principal, and/or Agency Director a employee shared agreement must be renewed and approved by authorized personnel at the locations and resubmitted to Human Resources.

Performance

Employee performance issues including but not limited to disciplinary action and termination at one location, may be applicable to all additional locations.

Employment at Will

Employment with the Archdiocese of San Antonio is at will. This means that either the employee can end employment with the Archdiocese of San Antonio at any time, for any reason or no reason, with or without cause, and with or without advance notice. Likewise, the Archdiocese of San Antonio may terminate employment at any time, with or without cause, and with or without advance notice. This also means that

compensation, benefits, job title, duties and responsibilities, and other terms and conditions of employment are subject to change at the discretion of the Archdiocese of San Antonio.

The purpose of the employee shared agreement is to share an understanding and expectation of the employee's designation of the primary location, the expected work schedule for each location, and if applicable the amount and schedule for repayment of health insurance benefits between multiple locations. The employee shared agreement is not intended and does not create an employment contract for any specific period or for any purpose. The employee shared agreement can be dissolved by one or all parties involved with or without reason and with or without advance notice.

Note: An employee may only have one exemption status under the Fair Labor Standards Act for the same employer, the exemption status must be based on the combination of the two jobs' duties as if the employee were performing one job. The "primary duty," as described under 29 C.F.R. §541.700, must be that of exempt work for a position to be considered exempt. When looking at all the duties of the combined positions, if the "job" still meets the exemption criteria under the FLSA, then the employee may retain his or her exempt status, the secondary location would pay an additional hourly rate for the hours worked at the second job, but they would not be required to pay any overtime. If the combined duties of the two jobs would no longer allow the employee to remain in an exempt status, the employee would become nonexempt for both jobs, and overtime would need to be paid on all hours worked over 40 in a week.

Note: A current job description for each position must be submitted to Human Resources along with the completed employee shared agreement.



Archdiocese of San Antonio

Employee Shared Agreement

This AGREEMENT is made between Primary Location and Secondary Location for shared employment and listed benefits for [Name of employee]:

	Location	Job Title	*FLSA Exemption Status
Primary Location			
Secondary Location			

Note: If an employee is hired as a part-time employee at more than one location, then the location in which the employee works the most hours on a regular basis will assume responsibility for administration of any applicable benefits and be considered the primary location.

*FLSA Exemption Status – Job duties on job description must meet federal requirements to be considered exempt or non-exempt.

The undersigned hereby acknowledges and agrees to the following terms and schedule:

	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours per Week
Primary Location Schedule:								
Total Hours per day:								
Secondary Location Schedule:								
Total Hours per day:								
Combined Total:								

Note: Failure to abide by the schedule listed above may result in overtime (hours worked through combined employment over 40 hours per week). Overtime will be paid at the rate of the job and by the location in which the overtime was earned. Employee hours must be designated to the location worked, in no circumstance

should an employee be working and logging hours at the primary location and conducting work for the secondary location and vice versa. Failure to accurately record time on the timesheet may result in disciplinary action up to and including termination.

The employee shared agreement shall begin on [\[click to select date\]](#) and shall continue until the locations agree otherwise or due to some event that would make it necessary for the agreement to be changed or terminated (e.g. new authorized personnel, fiscal year review, etc.). The employee shared agreement is not intended and does not create an employment contract for any specific period or for any purpose. Employment with the Archdiocese of San Antonio is at will. The employee shared agreement can be dissolved by one or all parties involved with or without reason and with or without advance notice.

The purpose of the agreement is to share an understanding and expectation of the employee’s designation of the primary location, the expected work schedule for each location, the amount and schedule for repayment of health insurance benefits between multiple locations:

If the combined total hours per week equals 30 hours or more, the information below must be filled out:

Medical and Life Insurance Plan	Primary Location Responsibility	Secondary Location Responsibility	Total
Percent	_____ %	_____ %	_____ %
Cost	\$ _____	\$ _____	\$ _____

The total percent above must equal 100% between both locations. The primary location is responsible for invoicing the other location(s) for reimbursement on a monthly pro-rata basis (see invoice example). The secondary location will be responsible for paying the agreed upon percent listed above to the primary location.

This employee shared agreement shall be binding upon the undersigned locations and their respective Pastors, Administrators, Principals, or Agency Directors. By signing below the locations and employee acknowledges and agrees to the shared employee policy and agreement.

Primary Location Name _____
 Printed Name of Authorized Representative _____
 Title of Authorized Representative _____
 Signature of Authorized Representative _____ Date _____

Secondary Location Name _____
 Printed Name of Authorized Representative _____
 Title of Authorized Representative _____
 Signature of Authorized Representative _____ Date _____

Printed Name of Employee _____

Employee Signature _____

Date _____

Human Resources Review:

Printed Name of HR Representative _____ Title _____

Signature of HR Representative _____ Date _____