

COMMUNITY COLLEGE OF CALIFORNIA
ADULT & PROFESSIONAL EDUCATION
COMM. OF ELECTIONS

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Memorandum of Understanding

This Memorandum of Understanding entered into by the undersigned effective January 6, 2017 and continuing until such time as the parties shall agree otherwise. Article VIII, (Hours of Work and Overtime), Section 6(D), shall be amended as follows:

D. Overtime Pay and Compensatory Time

Unless the employee and the Facility Director agree that overtime hours will be compensated with time off, overtime hours shall be compensated in cash.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one half (1 1/2) hours for each hour of overtime employment. Compensatory time may be accumulated to a maximum of two hundred and forty (240) hours. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation. ~~One half of all accrued~~ Compensatory time in excess of forty (40) hours of compensatory time must be used by January 10th or ~~the value of one half of all accrued time~~ any hours in excess of forty (40) hours of compensatory time will be paid in cash, prior to February 1st. ~~One half of all accrued~~ Compensatory time in excess of forty (40) hours must be used by June 10th or ~~the value of one half of all accrued time~~ any hours in excess of forty (40) hours of compensatory time will be paid in cash prior to July 1st.

Notwithstanding the use/payment requirements set forth above, employees may request a waiver for exceptional circumstances such as significant medical procedures. Such a request shall be submitted to Human Resources for consideration by the Board of Supervisors and will be granted only if approved by a majority of the Board. The decision of the Board is final and is not subject to the Grievance Procedures in Article IV.

Employees will be paid in cash for accrued compensatory time prior to transfer to a higher paying position.

Upon termination of employment, employees who have accrued compensatory time, shall be paid for unused compensatory time at a rate of compensation not less than:

- (1) the average regular rate received by the employee during the last three (3) years of the individual's employment, or
 - (2) the final regular rate received by the employee, whichever is higher.
- Employees who have accrued compensatory time off, may request the use of compensatory time and shall be permitted to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the Center.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly-authorized representatives effective on the date first written above.

WOODBURY COUNTY, IOWA

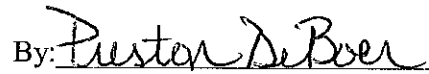
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES, Iowa
Council 61

By:



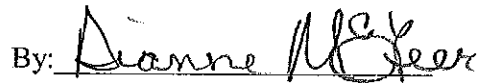
Chair, Board of Supervisors

By:



Preston DeBoer, Representative

By:



AFSCME, Local President