

COMPENSATORY TIME OFF AGREEMENT

This Compensatory Time Off Agreement (“Agreement”) is entered into between the County of Lancaster, Nebraska (“County”) on behalf of the Lancaster County Treasurer’s Office, and Kerry Kotschwar (“Employee”).

WHEREAS, in accordance with the Fair Labor Standards Act (FLSA) and Lancaster County Overtime Pay Policy (Human Resources Policy Bulletin 2015-1), non-exempt employees may be granted compensatory time off in lieu of compensation for hours worked in excess of 40 hours a week if the granting of compensatory time off has been authorized by the written approval of the County Board and the Lancaster County Human Resources Director; and

WHEREAS, pursuant to Lancaster County Overtime Pay Policy (Human Resources Policy Bulletin 2015-1), the Lancaster County Board and the Lancaster County Human Resources Director have approved the Lancaster County Treasurer to allow non-exempt employees in the Motor Vehicle Coordinator job classification and the Account Clerk III job classification to accrue up to 30 hours of compensatory time which must be used or paid in accordance with the law and this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and stipulations set forth in this Agreement, the Employee and the County do hereby agree as follows:

1. Employee agrees and acknowledges that employment with Lancaster County may require additional work hours in excess of 40 hours a week, and that as an hourly paid employee, Employee is entitled to receive compensation for those additional hours worked in the form of monetary pay at the rate of one and one-half Employee's hourly rate.
2. Employee voluntarily agrees ahead of time to accept compensatory time off in lieu of overtime pay for any overtime hours which Employee works beginning from the date of Employee's execution of this agreement.
3. Employee understands that Employee will accrue compensatory time at the rate of one and one-half hours for each overtime hour which Employee works up to a maximum accrual of 30 hours of compensatory time.
4. Employee understands that compensatory time may be accrued up to 30 hours and may be used, preserved, limited, or cashed out in accordance with this Agreement, applicable law and the regulations of the U.S. Department of Labor. If Employee has accrued 30 hours of compensatory time, then Employee will be compensated in wages for any subsequent overtime hours worked until the number of accrued hours of compensatory time falls below the 30 hour limit.

5. Employee understands and agrees that compensatory time will be not counted as time worked for purposes of computing overtime or additional compensation time.

6. Employee understands that if Employee would resign or be terminated from his/her position, transfer from the Lancaster County Treasurer's Office or be promoted into an exempt position within the Lancaster County Treasurer's Office, the Lancaster County Treasurer's Office is responsible for arranging for Employee to use or to be paid the balance of Employee's accrued compensatory time at:

A. The average regular rate received by Employee during the last three (3) years of employment with the Lancaster County Treasurer's Office immediately prior to resignation/termination/transfer/promotion; or

B. Employee's final regular rate of pay prior to the Resignation/termination/transfer/promotion or change in position, whichever is higher.

7. Employee understands and agrees that Employee will be permitted to use accrued compensatory time off within a reasonable period of time after making a request to use such compensatory time and if such use does not unduly disrupt the operations of the Lancaster County Treasurer's Office. "Reasonable period" shall mean within sixty (60) calendar days of making a request to use compensatory time. Factors which would constitute an undue disruption of operations shall include, but not be limited to, the use of compensatory time during those times when the Lancaster County Treasurer's Office traditionally experiences an increase in work load such as tax collections seasons, and during recognized peak days such as end of the month and day before or after a holiday. The approval of a request to use compensatory time will be at the sole discretion of the Lancaster County Treasurer or his/her designee.

8. Employee understands and agrees that the Lancaster County Treasurer or his/her designee may order or require Employee to use his/her accrued compensatory time at times specified by the Lancaster County Treasurer or his/her designee.

9. Employee understands that Lancaster County and/or the Lancaster County Treasurer may at any time cancel or "cash out" accrued compensatory time hours by paying Employee cash compensation for unused compensatory time.

10. Employee knowingly agrees to the provision of time off as compensation for overtime work as a condition of Employee's employment and consents to the use of compensatory time in accordance with this Agreement.

11. Employee further understands that in the event any portion of this Agreement is interpreted to conflict with the FLSA or its regulations, that the conflicting portion shall be struck and the remainder of the Agreement shall continue in full force and effect.

12. Both parties may terminate this agreement at any time and for any reason by providing the other party with written notice of such termination. If this Agreement is terminated the Lancaster County Treasurer's Office is responsible for arranging for Employee to use or to be paid the balance of Employee's accrued compensatory time.

Executed this 21 day of September, 2018.



Signature of Employee

Kerry Kotschwar
Printed Name of Employee

Executed this _____ day of _____, 2018, by the County of Lancaster, Nebraska.

COUNTY OF LANCASTER,
NEBRASKA

BY: _____

BY: 
Human Resources Director

BY: 
Lancaster County Treasurer

Approved as to Form
this 10 day
of October, 2018.

Kristy Bauer
Deputy County Attorney
FOR Lancaster County Attorney