

LETTER OF AGREEMENT  
COMPENSATORY TIME

The parties to this Agreement are the Marion County Sheriff's Office and the Marion County Law Enforcement Association (Association). The parties agree to compensatory time (comp time) in lieu of overtime pay on a trial basis on the following terms:

1. Employees may accrue compensatory time beginning January 1, 2012 and ending December 31, 2012. There will be no comp time accrual after December 31, 2012. All accrued comp time must be used by December 31, 2012. Any remaining accrued comp time will be compensated for as in #8 below.
2. Comp time accrual shall be limited to 48 hours. Whenever an employee has 48 hours of comp time, he or she will be paid for overtime.
3. Comp time may be accrued for any contractual overtime work authorized by the employee's supervisor.
4. Comp time may not be accrued for the following: (a) where the employee is performing work funded by a grant that provides for payment of overtime work; (b) on-call time; (c) holiday pay; and (d) when performing work in a different fund than where the employee is costed.
5. Comp time may not be substituted for bid vacation time, used in lieu of sick leave or to cover disciplinary suspensions.
6. Comp time shall be scheduled by mutual agreement between the employee and management. When an employee requests use of comp time, management will attempt to make comp time available within a reasonable period agreed to within the calendar year although not necessarily at the time sought by the employee. Comp time will be scheduled consistent with the operational requirements of the particular division or function, which includes ensuring minimum staffing levels and safe and fair scheduling and so as not to cause the County to pay overtime.
7. Employees will not be allowed to cash out accrued comp time except as provided in #8 below.
8. If the Sheriff's Office is unable to schedule and grant the time off within the calendar year, cash payment shall be made in lieu of comp time as follows:

Comp time accrued during 2012 may be used through December 31, 2012. At the first pay period in December 2012, all comp time balance that is not scheduled for time off in December 2012 will be paid resulting in a zero balance.

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The Sheriff may terminate this agreement and cash-out all accrued comp time should any controlling legal authority be issued which he feels may undercut the authority of him or his managers and supervisors to administer comp time as provided by this agreement.

Comp time accrual shall not be considered part of the status quo and need not be continued past the termination of this letter of agreement. Neither this letter of agreement nor its terms are to be offered into evidence at any subsequent interest arbitration nor be considered as part of the status quo of the employees' employment relations or working conditions in such interest arbitration. The Association expressly waives any right to contend that the provisions of this agreement or practices summarized by this agreement shall continue during bargaining for a successor agreement or are part of the status quo of the parties' working relationship.

This agreement shall not become part of the parties' collective bargaining agreement.


This agreement shall become effective January 1, 2012 or upon the signature of the parties below, whichever is later.

FOR THE ASSOCIATION

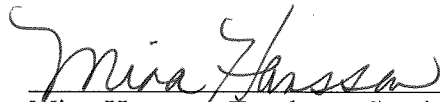
  
\_\_\_\_\_  
Michael Beach, Association President

Dec 30, 2011  
\_\_\_\_\_  
Date

FOR THE COUNTY

  
\_\_\_\_\_  
Jason Myers, Sheriff

1/3/12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mina Hanssen, Employee Services Manager