

SAMPLE COMPENSATORY TIME AGREEMENT - Existing Employees

Effective _____, 200____, each employee in your department must choose whether to receive compensatory time off in lieu of payment for any overtime you may accrue.

Please check ONE of the following options:

- I agree to receive compensatory time for any overtime I may work.** This compensatory time will be accrued and taken in accordance with the requirements of the federal Fair Labor Standards Act.
- I do not agree to receive compensatory time.** I choose to be paid for any overtime I may work. I understand that when funds are no longer available to pay for overtime, I am not authorized to work any overtime. I am responsible for ensuring that I do not work overtime during any work period. Working overtime after being notified that funds are no longer available is a violation of county policy and disciplinary action, up to and including termination, may result.
- I choose to be paid for any overtime I may work as long as funds budgeted for overtime are available.** When overtime funds are no longer available, I agree to receive compensatory time until such time as funds are available in the budget.

This agreement is effective until changed in writing by the employee. Employees who wish to change their choice may do so only during the last payroll period of any fiscal year.

Employee signature

Date

SAMPLE COMPENSATORY TIME AGREEMENT - New Employees

In accordance with the Fair Labor Standards Act, it is the policy of the _____ County sheriff's office to pay employees for any overtime they may work for so long as funds budgeted for overtime are available. When such funds are not available, employees will receive compensatory time off in lieu of compensation for time worked in excess of 40 hours in a workweek (or other permissible schedules for law enforcement, firefighters, and certain other employees). I understand that compensatory time will be granted at time and one half for all time worked in excess of 40 hours (or other permissible work schedules). I further understand that accrued compensatory time may be used in accordance with county policy and the applicable laws, rules and regulations of the U. S. Department of Labor. I voluntarily and knowingly agree to accept compensatory time off in lieu of cash compensation for overtime work as described above, and to the use of accrued compensatory time off in accordance with the county's policy and the laws, rules and regulations of the U. S. Department of Labor.

Employee signature

Date

[NOTE: Instead of using a separate agreement, offices that use employment applications may include a statement on the employment application stating that the county's policy is to give compensatory time in lieu of cash payment for overtime worked, and that by accepting employment the applicant agrees to accept compensatory time in lieu of cash payment for overtime.]