

MEMORANDUM OF UNDERSTANDING
Between
Citrus Community College District
And
California School Employees Association,
Citrus College Chapter #101

REVISED

This Memorandum of Understanding ("MOU") is entered into by and between the Citrus Community College ("District") and California School Employees Association, Citrus Chapter #101 ("CSEA") to address the issue of overpayment on unit member pay warrants.

When the District determines an overpayment has been made to a unit member the following shall occur:

1. The District shall notify the unit member of the overpayment and afford the unit member an opportunity to respond. The District may not commence recoupment actions unless it has received express written authorization from the unit member.

Such written authorization shall contain the mutually agreed upon amount of re-payment and the period for which reimbursement shall occur. Said written agreement shall also contain the method for which reimbursement shall be made to the District.

One of the following methods for reimbursement may be used:

1. Cash payment or payments.
2. Installments through payroll deduction
3. The adjustment of appropriate leave credits or compensating time off, provided that the overpayment involves the accrual or crediting of leave credits (e.g., vacation, annual leave, or holiday or compensating time off). Any errors in sick leave balances may only be adjusted with sick leave credits.

Amounts deducted from payment of salary or wages pursuant to the above provisions, shall in no event exceed 20 percent of the unit member's net disposable earnings.

Absent mutual agreement on a method of reimbursement, the District may proceed with recoupment through the appropriate legal remedies.

No administrative action shall be taken by the District pursuant to this agreement to recover an overpayment unless the action is initiated within three years from the date of overpayment.

This MOU shall be in effect until either party demands to negotiate the aforementioned provisions.

Agreed to this 19th day of December ~~2014~~ 2013 *fb*
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Robert L. Sammis
Director, Human Resources


Robert Coutts
President, CSEA Chapter #101

**Memorandum of Understanding
BETWEEN
California School Employees Association
and its Citrus Community College Chapter #101
AND
Citrus Community College District**

When the District determines an overpayment has been made to an employee the following shall occur:

1. The District shall notify the employee of the overpayment and afford the employee an opportunity to respond.
2. If the overpayment has been recognized in the pay period immediately following the overpayment the District may commence recoupment actions.
3. If the overpayment has not been recognized in the pay period immediately following the overpayment then the District may not commence recoupment actions unless it has received express written authorization from the employee.

Such written authorization shall contain the mutually agreed upon amount of re-payment and the period for which reimbursement shall occur. Said written agreement shall also contain the method for which reimbursement shall be made to the District.

One of the following methods for method of reimbursement may be used:

1. Cash payment or payments.
2. Installments through payroll deduction.
3. The adjustment of appropriate leave credits or compensating time off, provided that the overpayment involves the accrual or crediting of leave credits (e.g., vacation, annual leave, or holiday or compensating time off). Any errors in sick leave balances may only be adjusted with sick leave credits.

Amounts deducted from payment of salary or wages pursuant to the above provisions, shall in no event exceed 20 percent of the employee's net disposable earnings.

Absent mutual agreement on a method of reimbursement, the District may proceed with recoupment through the appropriate legal remedies.

No administrative action shall be taken by the District pursuant to this agreement to recover an overpayment unless the action is initiated within three years from the date of overpayment.

This MOU shall be in effect until either party demands to negotiate the aforementioned provisions.



CSEA Representative

9/24/13

Date



District Representative

9/24/13

Date