

RESOLUTION ARB2024-0002

Approval of Employee Overpayment Recoupment Policy

Whereas, County entities may adopt, amend, rescind, and administer rules on matters within their respective jurisdictions, as established by the County Charter, the County Code, or general law; and

Whereas, Section 205.09(A) of the Cuyahoga County Code establishes the Cuyahoga County Administrative Rules Board; and

Whereas, per Section 113.02(G) of the Cuyahoga County Code, the Administrative Rules Board is given approval authority over rules promulgated by County entities based on a determination of: (1) whether the requesting entity has the authority to adopt, amend, or rescind the rule and (2) whether the proposed rule conflicts with the County Code; and

Whereas, the Department of Human Resources administers an Employee Overpayment Recoupment Policy;

NOW, THEREFORE, BE IT RESOLVED BY THE ADMINISTRATIVE RULES BOARD OF CUYAHOGA COUNTY, OHIO:

Section 1. The Employee Overpayment Recoupment Policy, as attached, is hereby enacted as part of the Cuyahoga County Administrative Code.

Section 2. The Resolution shall go into immediate effect and remain in full force and effect until rescinded by the Administrative Rules Board.

Section 3. It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were passed in an open meeting of this Board and that all deliberations of this Board that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

The foregoing resolution was duly adopted on June 13, 2024.



Audrey Bucholtz
Clerk of the Board



Effective Date: June 13, 2024

Employee Overpayment Recoupment Policy

Purpose: This Policy sets forth the process by which Cuyahoga County may attempt to recoup overpayments made to current employees who are, or former employees who were, subject to Section 6.04 of the Cuyahoga County Employee Handbook (Employee Handbook).¹ If such an overpayment has been identified by the Department of Internal Audit (IA), the Agency of Inspector General (IG), the Department of Human Resources (HR), or the Auditor of State (Auditor), the Department of Human Resources (HR) and the Law Department shall adhere to the following process:

Step 1: The Director of HR Employee Services shall notify the Director of HR Employee & Labor Relations and the Law Department of the overpayment.

The Director of HR Employee Services shall provide the Director of HR Employee & Labor Relations, as well as the Law Department (via submitting a request through the Matrix² portal), with the name of the overpaid current or former employee and the amount of the overpayment(s). The Director of HR Employee & Labor Relations shall then determine whether the overpaid individual is a current or former employee. If the overpaid individual is a current employee, the Director of HR Employee & Labor Relations shall also determine the employee's bargaining status and the name of the authorized representative for the bargaining unit (union representative), if applicable. Once the Director of HR Employee & Labor Relations has gathered this information, the Director shall provide that information to the Director of HR Employee Services, who shall forward that information to the HR Manager, Time and Attendance.

Step 2: Time and Attendance /Payroll gathers and sends details of the overpayment to the Director of HR Employee & Labor Relations and the Director of HR Employee Services.

Upon receipt of the above information, the HR Manager, Time and Attendance shall create a subfile for the overpayment in the HR Shared Drive at the following location: \\exdcvfps01\Dept\hr-all\Overpayment Recoupment Efforts.³ In addition, the HR Manager shall assign a Time and Attendance Administrator or Payroll Officer to the matter.

¹ The recoupment process set forth herein also applies to former employees who separated from the County before the overpayment language set forth in Section 6.04 was incorporated into the Employee Handbook.

² Matrix or the portal/case management system used by the Cuyahoga County Law Department.

³ This HR Shared Drive location may be changed should this HR Shared Drive location become unavailable.

The assigned Time and Attendance Administrator or Payroll Officer shall then confirm the specific dates of the pay period(s) during which the current or former employee was overpaid, as well as the complete amount of the overpayment.⁴ The complete amount of the overpayment is the difference between the gross amount paid and the gross amount that was due to the employee.

Once the assigned Time and Attendance Administrator or Payroll Officer confirms this information, they shall email the overpayment information, together with documentation of the overpayment (i.e., screen shots of electronic time sheets, paid leave balances, leave donation records, paystubs, etc.), to the Director of HR Employee & Labor Relations and the Director of HR Employee Services. In addition, the HR Manager, Time and Attendance shall be copied on the communication.

Step 3: HR notifies the current or former employee of the overpayment.⁵

A. Current Employees

Upon receipt of the overpayment information and documentation from the assigned Time and Attendance Administrator or Payroll Officer, the Director of HR Employee & Labor Relations shall proceed as follows:

For Current Bargaining Employees:

- The Director of HR Employee & Labor Relations shall save the overpayment information and associated documentation to the applicable shared subfile and upload them to the Matrix matter.
- Thereafter, the Director of HR Employee & Labor Relations shall assign an Employee & Labor Relations Specialist (ELR Specialist) to send an Initial Notice of Overpayment to the employee via email.⁶ The ELR Specialist shall copy the authorized representative for the employee's bargaining unit (union representative), as well as the Assistant Law Director assigned to the Matrix matter.

⁴ If the Time and Attendance Administrator or Payroll Officer believes that the overpayment amount identified by the IA, IG, or Auditor is not correct, they shall send the matter to the Director of HR Employee Services for review. If the Director of HR Employee Services disagrees, the Director shall advise the Time and Attendance Administrator or Payroll Officer to confirm the amount identified by the IA, IG, or Auditor. If, however, the Director agrees that the overpayment amount identified by the IA, IG, or Auditor is not correct, the Director of HR Employee Services shall notify the IA, IG, or Auditor of the discrepancy and propose a modified overpayment amount with supporting documentation. HR should not take any additional action to collect the overpayment until the Director receives written confirmation from the IA, IG, or Auditor agreeing that the modified overpayment amount is correct.

⁵ All email correspondence sent to or received from the current employee and/or union representative (if applicable) or former employee, or other documentation related to Step 2, shall be saved to the applicable shared subfile.

⁶ The Initial Notice of Overpayment for bargaining employees is attached to this Policy as Exhibit 1.

- If the employee does not respond to the email, the ELR Specialist shall deliver the Initial Notice of Overpayment to the employee via alternative means (i.e., hand delivery at job site, via U.S. mail, etc.).
- Once the ELR Specialist confirms that the employee received the Initial Notice of Overpayment, the ELR Specialist shall attempt to meet with the employee and/or the union representative to discuss repayment options.
 - If the employee refuses to meet, the ELR Specialist shall proceed to Step 4C-1 below.
 - If the employee and/or the union representative meets with the ELR Specialist and subsequently:
 - Agrees to repay the overpayment in one (1) lump sum via one (1) payroll deduction on a specific date, the ELR Specialist shall proceed to Step 4A-1 below; or
 - Agrees to negotiate a repayment plan, the ELR Specialist shall proceed to Step 4B-1 below; or
 - Refuses to pay (under a repayment plan or otherwise), the ELR Specialist shall proceed to Step 4C-1 below.

For Current Non-Bargaining Employees

- The Director of HR Employee & Labor Relations shall save the overpayment information and associated documentation to the applicable shared subfile and upload them to the Matrix matter.
- The Director of HR Employee & Labor Relations shall assign an ELR Specialist to send an Initial Notice of Overpayment to the employee via email.⁷ The ELR Specialist shall copy the Assistant Law Director assigned to the Matrix matter.
- If the employee does not respond to the email, the ELR Specialist shall deliver the Initial Notice of Overpayment to the employee via alternative means (i.e., hand delivery at job site, via U.S. mail, etc.).
- Once the ELR Specialist confirms that the employee received the Initial Notice of Overpayment, the ELR Specialist shall attempt to meet with the employee to discuss repayment options.

⁷ The Initial Notice of Overpayment for non-bargaining employees is attached to this Policy as Exhibit 2.

- If the employee refuses to meet, the ELR Specialist shall proceed to Step 4C-1 below.
- If the employee meets with the ELR Specialist and subsequently:
 - Agrees to repay the overpayment in one (1) lump sum and via one (1) payroll deduction on a specific date, the ELR Specialist shall proceed to Step 4A-1 below; or
 - Agrees to negotiate a repayment plan, the ELR Specialist shall proceed to Step 4B-1 below; or
 - Refuses to pay (under a repayment plan or otherwise), the ELR Specialist shall proceed to Step 4C-1 below.

B. Former Employees

Upon receipt of the overpayment information and documentation from the assigned Time and Attendance Administrator or Payroll Officer, the Director of HR Employee Services shall proceed as follows:

- The Director of HR Employee Services shall save the email containing the overpayment information and documentation in the applicable shared subfile.
- The Director of HR Employee Services or assigned designee shall send a Notice of Overpayment letter, together with documentation of the overpayment, to the former employee via USPS certified mail. The Director of HR Employee & Labor Relations and the Assistant Law Director assigned to the Matrix matter shall be copied on Notice of Overpayment.⁸
 - If the former employee cannot be reached and/or does not respond, then the Director of HR Employee Services shall proceed to Step 4C-2 below.⁹
 - If the former employee contacts the Director of HR Employee Services or assigned designee and subsequently:
 - Agrees to repay the overpayment in one (1) lump sum on a specific date, then the Director of HR Employee Services shall proceed to Step 4A-2 below; or

⁸ The Notice of Overpayment letter for former employees is attached to this Policy as Exhibit 3.

⁹ HR will save scanned copies or pictures of certified receipts and “return to sender” notifications in the applicable shared subfile and in accordance with the retention schedule.

- Agrees to negotiate a repayment plan, then the Director of HR Employee Services shall proceed to Step 4B-2 below; or
- Refuses to pay (under a repayment plan or otherwise), then the Director of HR Employee Services shall proceed to step 4C-2 below.

Step 4A: The current or former employee agrees to repay the overpayment in one (1) lump sum.¹⁰

1. Current Employees

If a current employee agrees to repay the complete amount of the overpayment in one (1) lump sum via one (1) payroll deduction on a specific date, the ELR Specialist shall proceed as follows:

For Current Bargaining Employees:

- The ELR Specialist shall notify the assigned Time and Attendance Administrator or Payroll Officer via email that the employee has agreed to repay the complete amount of the overpayment in one (1) lump sum. The HR Manager, Time and Attendance shall be copied on that communication.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall prepare a Repayment Agreement on HR's designated form, which includes:
 - The specific dates of the pay period(s) during which the employee was overpaid;
 - The complete amount of the overpayment;
 - The agreed-upon repayment date for payroll deduction; and
 - Signature line(s) with a date.¹¹
- Once prepared, the assigned Time and Attendance Administrator or Payroll Officer shall save a copy of the Repayment Agreement in the applicable shared subfile and email it to the assigned ELR Specialist, copying the Director of HR Employee & Labor Relations, the Director of HR Employee Services, and the HR Manager, Time and Attendance.
- Upon receipt, the ELR Specialist shall arrange for the employee and union representative to sign and return the Repayment Agreement.

¹⁰ All email correspondence sent to or received from the current employee and/or union representative (if applicable) or the former employee, or other documentation related to Step 4A, shall be saved in the applicable shared subfile.

¹¹ The standard Repayment Agreement form is attached to this Policy as Exhibit 4.

- Once the employee and union representative sign and return the Repayment Agreement, the ELR Specialist shall forward it to the Director of Human Resources, Chief Human Resources Officer for approval and signature.
- Once the Repayment Agreement is fully executed by the employee, union representative, and Director of Human Resources, Chief Human Resources Officer, the ELR Specialist or Director of HR Employee & Labor Relations shall save a copy of it in the applicable shared subfile and send a copy to the employee, the union representative, and the Law Department (by uploading the signed Repayment Agreement to the applicable Matrix matter). In addition, the ELR Specialist shall forward the fully executed Repayment Agreement to the HR Manager, Time and Attendance, as well as the assigned Time and Attendance Administrator or Payroll Officer.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall set up the agreed-upon payroll deduction in accordance with the Repayment Agreement.

For Current Non-Bargaining Employees:

- The ELR Specialist shall notify the assigned Time and Attendance Administrator or Payroll Officer via email that the employee has agreed to repay the full amount of the overpayment in one (1) lump sum. The HR Manager, Time and Attendance shall be copied on that communication.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall prepare a Repayment Agreement on HR's designated form, which includes:
 - The specific dates of the pay period(s) during which the employee was overpaid;
 - The complete amount of the overpayment;
 - The agreed-upon repayment date for payroll deduction; and
 - Signature line(s) with a date.
- Once prepared, the assigned Time and Attendance Administrator or Payroll Officer shall save a copy of the Repayment Agreement in the applicable shared subfile and email it to the assigned ELR Specialist, copying the Director of HR Employee & Labor Relations, the Director of HR Employee Services, and the HR Manager, Time and Attendance.
- Upon receipt, the ELR Specialist shall arrange for the employee to sign and return the Repayment Agreement.
- Once the employee signs and returns the Repayment Agreement, the ELR Specialist shall forward it to the Director of Human Resources, Chief Human Resources Officer for approval and signature.

- Once the Repayment Agreement is fully executed by the employee and the Director of Human Resources, Chief Human Resources Officer, the ELR Specialist or Director of HR Employee & Labor Relations shall save a copy of it in the applicable shared subfile and send a copy to the employee and the Law Department (by uploading the signed Repayment Agreement to the applicable Matrix matter). In addition, the ELR Specialist shall forward the fully executed Repayment Agreement to the HR Manager, Time and Attendance, as well as the assigned Time and Attendance Administrator or Payroll Officer.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall set up the agreed-upon payroll deduction in accordance with the Repayment Agreement.

2. Former Employees

If a former employee agrees to repay the full amount of the overpayment in one (1) lump sum, the Director of HR Employee Services or assigned designee shall proceed as follows:

- The Director of HR Employee Services shall notify the assigned Time and Attendance Administrator or Payroll Officer via email that the former employee has agreed to repay the full amount of the overpayment in one (1) lump sum. The HR Manager, Time and Attendance shall be copied on that communication.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall prepare a Repayment Agreement on HR's designated form, which includes:
 - The specific dates of the pay period(s) during which the former employee was overpaid;
 - The complete amount of the overpayment;
 - The agreed-upon repayment date and method; and
 - Signature line(s) with a date.
- Once prepared, the assigned Time and Attendance Administrator or Payroll Officer shall save a copy of the Repayment Agreement in the applicable shared subfile and email it to the Director of HR Employee Services and HR Manager, Time and Attendance.
- Upon receipt, the Director of HR Employee Services shall arrange for the former employee to sign and return the Repayment Agreement.
- Once the former employee signs and returns the Repayment Agreement, the Director of HR Employee Services shall forward the Repayment Agreement to the Director of Human Resources, Chief Human Resources Officer for approval and signature.

- Once the Repayment Agreement is fully executed by the former employee and the Director of Human Resources, Chief Human Resources Officer, the Director of HR Employee Services shall save a copy of it in the applicable shared subfile and send a copy to the former employee and the Law Department (by uploading the signed Repayment Agreement to the applicable Matrix matter).
- In addition, the Director of HR Employee Services shall coordinate with the former employee and the Fiscal Office to collect and process the repayment.

Step 4B: The current or former employee agrees to repay the overpayment under a repayment plan, the terms of which are set forth in the Repayment Agreement.¹²

1. Current Employees

For Current Bargaining Employees:

- If a current bargaining employee and the union representative agree to repayment over time and via multiple payroll deductions (as opposed to one (1) lump sum), the ELR Specialist, with assistance from Assistant Law Director assigned to the Matrix matter, shall negotiate a repayment plan for the entire amount of the overpayment.
- The ELR Specialist shall send the assigned Time and Attendance Administrator or Payroll Officer the terms of the agreed-upon repayment plan. The HR Manager, Time and Attendance shall be copied on that communication, as well as the Assistant Law Director assigned to the matter.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall prepare a Repayment Agreement on HR's designated form, which includes:
 - The specific dates of the pay period(s) during which the employee was overpaid;
 - The complete amount of the overpayment;
 - The agreed-upon terms for repayment (i.e., the dates and amounts of the payroll deductions); and
 - Signature line(s) with a date.
- Once prepared, the Repayment Agreement shall be executed and processed in accordance with Step 4A-1, above.

¹² All email correspondence sent to or received from the current employee and/or union representative (if applicable) or the former employee, or other documentation related to Step 4-B, shall be saved to the applicable shared subfile.

For Current Non-Bargaining Employees:

- If a current non-bargaining employee agrees to repayment over time and in installments (as opposed to in one (1) lump sum), the ELR Specialist, with assistance from the Law Department, shall negotiate a repayment plan for the entire amount of the overpayment.
- The ELR Specialist shall send the assigned Time and Attendance Administrator or Payroll Officer the terms of the agreed-upon repayment plan. The HR Manager, Time and Attendance shall be copied on that communication, as well as the Assistant Law Director assigned to the Matrix matter.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall prepare a Repayment Agreement on HR's designated form, which includes:
 - The specific dates of the pay period(s) during which the employee was overpaid;
 - The complete amount of the overpayment;
 - The agreed-upon terms for repayment and designated payroll deductions; and
 - Signature line(s) with a date.
- Once prepared, the Repayment Agreement shall be executed and processed in accordance with Step 4A-1, above.

2. Former Employees

- If a former employee agrees to repayment over time and in installments (as opposed to in one (1) lump sum), the Director of HR Employee Services or assigned designee, with assistance from the Law Department, shall negotiate a repayment plan for the entire amount of the overpayment.
- The Director of HR Employee Services shall send the assigned Time and Attendance Administrator or Payroll Officer the terms of the agreed-upon repayment plan. The HR Manager, Time and Attendance shall be copied on that communication.
- Upon receipt, the assigned Time and Attendance Administrator or Payroll Officer shall prepare a Repayment Agreement on HR's designated form, which includes:
 - The specific dates of the pay period(s) during which the former employee was overpaid;
 - The complete amount of the overpayment;
 - The agreed-upon terms and method of repayment; and

- Signature line(s) with a date.
- Once prepared, the Repayment Agreement shall be executed and processed in accordance with Step 4A-2, above.
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Step 4C: If HR is unable to secure a Repayment Agreement with a current or former employee, HR shall refer the matter to the Law Department.¹³

1. Current Employees

For Current Bargaining Employees:

- If a current bargaining employee (a) does not respond to the Initial Notice of Overpayment within a reasonable period of time (as stated in the Notice), (b) refuses to meet, or (c) refuses to pay (under the terms of a repayment plan or otherwise), the ELR Specialist or Director of HR Employee & Labor Relations shall document the facts and upload such documentation to the applicable shared subfile.
- In addition, the ELR Specialist shall advise the employee and union representative that the matter will be referred to the Cuyahoga County Law Department.
- The ELR Specialist or Director of HR Employee & Labor Relations shall then upload the information and documents saved in the shared subfile to the applicable Matrix matter. The ELR Specialist shall also notify the Assistant Law Director assigned to the Matrix matter via email that HR was unable to secure a Repayment Agreement.

For Current Non-Bargaining Employees:

- If a current non-bargaining employee (a) does not respond to the Initial Notice of Overpayment within a reasonable period of time (as stated in the Notice), (b) refuses to meet, or (c) refuses to pay (under the terms of a repayment plan or otherwise), the ELR Specialist or Director of HR Employee & Labor Relations shall document the facts and upload such documentation to the applicable shared file folder.
- In addition, the ELR Specialist shall advise the employee that the matter will be referred to the Cuyahoga County Law Department.
- The ELR Specialist or Director of HR Employee & Labor Relations shall then refer the matter to the Law Department (by uploading the information and documents saved in the shared subfile to the Matrix matter). The ELR Specialist shall also notify the Assistant Law Director assigned to the Matrix matter via email that HR was unable to secure a Repayment Agreement.

¹³ All email correspondence sent to or received from the current employee and/or union representative (if applicable) or the former employee, or other documentation related to Step 4C, shall be saved to the applicable shared subfile.

2. Former Employees

- If the Notice of Overpayment that is sent via certified mail to a former employee is (a) “returned to sender,” (b) confirmed received but is not replied to within a reasonable period of time (as stated in the Notice), or (c) is replied to but the former employee refuses to pay (under the terms of a repayment plan or otherwise), then the Director of HR Employee Services shall document the facts and upload such documentation to the applicable shared subfile.
- In addition, the Director of HR Employee Services shall refer the matter to the Law Department (by uploading the information and documents in the shared subfile to the applicable Matrix matter).

Step 5: The Law Department shall refer the matter to the Cuyahoga County Prosecutor’s Office

When an overpayment matter is referred to the Law Department because (1) a current employee refuses to meet or to repay the overpayment, or (2) a former employee cannot be reached, has not responded to HR, and/or refuses to meet or repay the overpayment, the Law Department shall proceed as follows:

Refer the matter to the Cuyahoga County Prosecutor’s Office and request that a letter is sent to the current or former employee, copying the Law Department, the Director of HR Employee Services and the Director of HR Employee & Labor Relations. The letter will include a demand for repayment and any prior correspondence.

- If letters from the Prosecutor’s Office succeed in eliciting a favorable response (i.e., a willingness to repay), the Prosecutor’s Officer shall proceed as follows:
 - For current employees, the Prosecutor’s Office shall refer the matter to the Director of HR Employee & Labor Relations to proceed in accordance with Step 4A-1 or 4B-1, above.
 - For former employees, the Prosecutor’s Office shall refer the matter to the Director of HR Employee Services to proceed in accordance with Step 4A-2 or 4B-2, above.
- If letters from the Prosecutor’s Office do not succeed in eliciting a favorable response, the Prosecutor’s Office shall proceed in accordance with Step 6, below.

Step 6: The Prosecutor's Office, the Law Department, HR, and the Fiscal Office shall perform a cost-benefit analysis to determine if legislation should be submitted to write off the debt, or if the County should pursue other methods to collect the debt.

If letters from the Prosecutor's Office do not succeed in eliciting a favorable response, then the Prosecutor's Office, in consultation with the Law Department, HR, and the Fiscal Office or designee, performs a cost-benefit analysis to determine whether the County Executive and Fiscal Officer should submit legislation to County Council to write off the debt, or whether prosecution under Ohio Revised Code Section 309.12, the hiring of a debt collector, or "self-help" measures would be in the best interest of the County.



Exhibit 1

To: Current Bargaining Employee.

Cc: Authorized representative for bargaining unit and Assistant Law Director

Subject: Initial Notice of Overpayment

VIA [Delivery Method]

RECIPIENT NAME,

The AGENCY completed a payroll audit for MONTH, YEAR and found a discrepancy in your pay. The analysis indicates that you were overpaid AMOUNT (\$XXX.XX) during the pay period ending DATE (PAY PERIOD XX) due to CAUSE.

The County is obligated to recover any employee payroll overpayment and present a plan to recoup the overpayment.

Please reply to this [email OR contact me via the email address or telephone number below] to confirm receipt. Once your reply has been received, I will schedule a time to meet with you and/or your union representative to discuss repayment options. The County's goal is to work with you to mitigate the financial impact of repaying these funds. To that end, you will be given the opportunity to fully participate in arriving at a repayment agreement. Also, if you believe the calculation is in error, or that you previously repaid the County for the overpayment, you will have the opportunity to provide supporting documentation to that effect.

If you do not [reply within five business days OR contact me within five business days after you received this correspondence], or we cannot agree on a meeting time, this matter will be referred to the Cuyahoga County Law Department.

Thank you,

NAME

ELR SPECIALIST TITLE

Email

Phone Number



Exhibit 2

To: Current Non-Bargaining Employee.
Cc: Assistant Law Director

Subject: Initial Notice of Overpayment

RECIPIENT NAME,

The AGENCY completed a payroll audit for MONTH, YEAR and found a discrepancy in your pay. The analysis indicates that you were overpaid AMOUNT (\$XXX.XX) during the pay period ending DATE (PAY PERIOD XX) due to CAUSE.

The County is obligated to recover any employee payroll overpayment and present a plan to recoup the overpayment.

Please [reply to this email OR contact me via the email address or telephone number below] to confirm receipt. Once you confirm receipt, I will schedule a time to meet with you to discuss repayment options. The County's goal is to work with you to mitigate the financial impact of repaying these funds. To that end, you will be given the opportunity to fully participate in arriving at a repayment agreement. Also, if you believe the calculation is in error, or that you previously repaid the County for the overpayment, you will have the opportunity to provide supporting documentation to that effect.

If you do not [reply within five business days OR contact me within five business days after you received this correspondence], or we cannot agree on a meeting time, this matter will be referred to the Cuyahoga County Law Department.

Thank you,

NAME
ELR SPECIALIST TITLE
Email
Phone Number



Exhibit 3

DATE

NAME

ADDRESS

U.S. CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Subject: Notice of Overpayment

Dear RECIPIENT NAME,

The AGENCY completed a payroll audit for MONTH, YEAR and found a discrepancy in your pay. The analysis indicates that you were overpaid AMOUNT (\$XXX.XX) during the pay period ending DATE (PAY PERIOD XX) due to CAUSE.

The County is obligated to recover any employee payroll overpayment and present a plan to recoup the overpayment.

Please contact me at the email address or telephone number below to confirm receipt of this letter. Once you confirm receipt, I will schedule a time to meet with you to discuss repayment options. The County's goal is to work with you to mitigate the financial impact of repaying these funds. To that end, you will be given the opportunity to fully participate in arriving at a repayment agreement. Also, if you believe the calculation is in error, or that you previously repaid the County for the overpayment, you will have the opportunity to provide supporting documentation to that effect.

If you do not contact me within ten business days after you receive this letter, or we cannot agree on a meeting time, this matter will be referred to the Cuyahoga County Law Department.

Thank you,

NAME

ELR SPECIALIST TITLE

Email

Phone Number

[Enc. – We are to enclose documentation of the overpayment]

Cc: ASSISTANT LAW DIRECTOR

DIRECTOR OF HR EMPLOYEE & LABOR RELATIONS

OVERPAYMENT REPAYMENT AGREEMENT

by and between

CUYAHOGA COUNTY, OHIO,

and

XXXXXXXXX EMPLOYEE

THIS OVERPAYMENT REPAYMENT AGREEMENT (hereinafter referred to as the “Agreement”) is entered into by and between Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the “County”) and XXXXX (hereinafter referred to as “Employee”) as of the latest dated signature below (the “Effective Date”).

WHEREAS, Employee is a [insert job title] in the County’s Department of [insert applicable department]; and

WHEREAS, Employee was inadvertently overpaid during the MONTH(S) AND YEAR(S) of _____ in the gross amount of \$ _____ (hereinafter referred to as “the Overpayment”); and

WHEREAS, the County is obligated to attempt to recover any employee payroll overpayment; and

WHEREAS, in accordance with Section 6.04 of the Employee Handbook, Employee is obligated to repay the Overpayment; and

WHEREAS, the County and Employee have reached mutually acceptable terms for the County’s recovery of the overpayment(s) to Employee.

NOW, THEREFORE, the County and Employee agree to the following:

- I. Understanding of the Parties
 - a. Employee acknowledges and agrees that Employee was overpaid in the gross amount of \$ _____ during the MONTH(S)/YEAR through no fault of Employee.

- b. The County and Employee acknowledge and agree that Employee shall repay the County the full Overpayment through bi-weekly payroll deductions in the gross amount of \$ _____ per pay over the course of _____ pays until the full amount of the Overpayment has been paid to the County.
- c. The County and Employee acknowledge and agree that the first bi-weekly payroll deduction shall occur on [insert date of first pay day following execution] and shall continue thereafter on a bi-weekly basis until the full Overpayment has been paid to the County.
- d. In the event the Employee separates from the County for any reason prior to the County's full recovery of the Overpayment from Employee, Employee acknowledges and agrees that the County may deduct the balance of the unpaid Overpayment then remaining from Employee's final pay and/or Employee's accrued but unused sick or vacation leave. Should any portion of the Overpayment remain unpaid after the County's deduction of amounts from Employee's final pay and/or Employee's accrued but unused sick or vacation leave, the County and Employee may enter into a subsequent repayment agreement, or the County may pursue all available legal remedies to recover the unpaid portion of the Overpayment from Employee.

II. Entire Agreement

This Agreement constitutes the entire agreement of the parties in the subject matter hereof and may not be changed or modified except by written agreement executed by the parties.

III. Opportunity to Review and Consult

- a. The parties to this Agreement acknowledge and warrant they have been given a reasonable period of time within which to consider and fully review this Agreement.
- b. The parties to this Agreement acknowledge and warrant that they are entering into this Agreement voluntarily, without duress or coercion.
- c. Employee acknowledges that Employee has had the opportunity to seek the advice of an attorney prior to entering into this Agreement.

IV. Governing Law and Jurisdiction

- a. This Agreement shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions.

- b. The parties agree that any action related to the interpretation or enforcement of this Agreement shall be brought in a court of competent jurisdiction in Cuyahoga County, Ohio.

CUYAHOGA COUNTY, OHIO

Sign: _____ Date: _____

By: Name

Title

(Signature Authority Pursuant to Executive Order No. 2023-0003)

EMPLOYEE

Sign: _____ Date: _____

{Printed name}

The legal form and correctness of this Agreement is hereby approved:

By: _____

NAME

Assistant Director of Law

Date: _____