

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: CHIEF EXECUTIVE OFFICE  
Urgent \_\_\_\_\_ Routine X  
CEO Concurs with Recommendation YES X NO \_\_\_\_\_  
(Information Attached)

BOARD AGENDA # \*B-10  
AGENDA DATE July 10, 2001  
4/5 Vote Required YES \_\_\_\_\_ NO X

SUBJECT:

APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND STANISLAUS COUNTY SHERIFF'S SUPERVISOR ASSOCIATION FOR A TERM FROM DECEMBER 1, 2000, THROUGH JUNE 1, 2005.

STAFF  
RECOMMEN-  
DATIONS:

1. IMPLEMENT THE PROVISIONS CONTAINED WITHIN THE TENTATIVE AGREEMENT REACHED BETWEEN THE COUNTY AND STANISLAUS COUNTY SHERIFF'S SUPERVISOR ASSOCIATION (SCSSA). A COPY IS AVAILABLE WITH THE CLERK OF THE BOARD; AND
2. AMEND THE SALARY AND POSITION ALLOCATION RESOLUTION TO REFLECT THE CHANGES AGREED TO.
3. AUTHORIZE THE AUDITOR-CONTROLLER TO MAKE THE NECESSARY FINANCIAL TRANSACTIONS PER THE ATTACHED FORM.

FISCAL IMPACT: This agreement covers 54 months. The estimated retroactive cost for fiscal year 2000/01 is \$26,679; and the estimated costs for the remaining years are \$136,086 (2001/02); \$108,805 (2002/03); \$55,647 (2003/04); \$62,398 (2004/05). The Sheriff's budget is primarily supported by the General Fund. The retroactive costs in fiscal year 2000/01 will be costed by year-end closing and will be funded in part through growth in the Public Safety Sales Tax (Prop 172).

(Fiscal Impact Continued on Next Page)

BOARD ACTION AS FOLLOWS:

No. 2001-509

On motion of Supervisor Caruso, Seconded by Supervisor Blom  
and approved by the following vote,  
Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul  
Noes: Supervisors: None  
Excused or Absent: Supervisors: None  
Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) \_\_\_\_\_ Denied
- 3) \_\_\_\_\_ Approved as amended

Motion:

*Christine Ferraro*

FISCAL  
IMPACT

CONTINUED:

At mid-year, additional growth that was unbudgeted was identified to fund pending negotiations for the County's criminal justice departments. This growth is sufficient to cover the \$26,679 cost. The financial impact of salary increases for fiscal year 2001/02 will be addressed during the final budget process.

DISCUSSION:

On December 5, 2000 your Board approved the creation of a separate Sergeants bargaining unit. This bargaining unit is comprised of sworn Sergeants working in the Sheriff's Department operations. The Sergeants were formerly represented by the Deputy Sheriff's Association (DSA). The parties agreed to continue operating under the original DSA Memorandum of Understanding, which expired on November 30, 2000. The County and the SCSSA reached a tentative agreement to amend the MOU. The tentative agreement was ratified by the membership. The tentative agreement covers a multi-year period of December 1, 2000, through June 1, 2005 and grants the 27 employees covered by the agreement across the board pay increases over the term of the agreement. The agreement includes salary increases retroactive to the expiration of the prior contract on November 30, 2000. This agreement will, among other things,

- ◆ Provide for salary increases of two percent effective December 1, 2000, two percent effective upon approval by the Board, three percent effective December 1, 2001, two percent following implementation of 3% at 50 retirement (target date March 1, 2002, one percent effective December 1, 2002, three percent effective December 1, 2003 and two percent effective December 1, 2004, for a total of 15 percent over 54 months;
- ◆ Implement a retirement benefit of three percent of salary at age 50, with a target date of March 1, 2002, but not later than July 1, 2002.
- ◆ Clarify definitions of overtime, compensatory time off, on-call and call-back, court time, bilingual pay, and military leave;
- ◆ Add time and one-half pay (up to a maximum of 8 hours) for work on County holidays;
- ◆ Increase uniform allowance to \$1,120 per year;
- ◆ Add language to define characteristics of a "past practice;" and

The County and SCSSA agree to re-open discussions on: incentive pay/pay for performance, county personnel policy changes, drug testing procedures and health insurance.

APPROVAL OF LABOR AGREEMENT BETWEEN THE COUNTY AND STANISLAUS COUNTY  
SHERIFF'S SUPERVISOR ASSOCIATION FOR A TERM FROM DECEMBER 1, 2000, THROUGH  
JUNE 5, 2005  
PAGE 3

POLICY  
ISSUE:

The Board of Supervisors should consider the effect of this labor agreement on the fiscal and policy direction and priorities for the organization.

STAFFING  
IMPACT:

There is no impact on staffing resulting from the terms of this agreement. The Salary and Position Allocation Resolution will be amended to reflect the changes as agreed to.

# AUDITOR-CONTROLLER BUDGET JOURNAL



## BUDGET JOURNAL SCREEN

Budget Organization: **Stanislaus Budget Org**  
 Budget: **LEGAL BUDGET**  
 Accounting Period From: **Jul-01**  
 To: **Jun-02**

## BATCH SCREEN

Journal Batch: **SO PG** BO --  
 Category: **Budget**

Line	Coding Structure							Period	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	AMOUNT		
1	100	0028210	50000				.0	26,679.00	
2	100	0016011	24800				.0	26,679.00	
3							.0		
4							.0		
5							.0		
6							.0		
7							.0		
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14							.0		
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16							.0		
17							.0		
18							.0		
19							.0		
20							.0		
21							.0		
22							.0		
23							.0		
24							.0		
25							.0		
Totals								53,358.00	

Explanation: To increase appropriations for negotiated base salary increases for Sergeants in the Sheriff's Dept. and to increase Prop. 172 revenue.

Requesting Department  
*[Signature]*  
 Signature  
**07.05.01**  
 Date

*[Signature]*  
 Signature  
**7/5/01**  
 Date

Auditors Office Only  
*[Signature]*  
 Prepared By  
 Admin Approval (\$75K+)  
**7/5/01**  
 Date

**Tentative Agreement Between  
Stanislaus County and the  
Stanislaus County Sheriff's Supervisor's Association (SCSSA)  
Representing the Sergeants Bargaining Unit.**

1. **TERM OF THE AGREEMENT**

This agreement shall remain in full force and effect for a fifty-four (54) month period commencing on December 1, 2000, and ending on June 1, 2005.

2. **COMPENSATION**

A. Salary Increase

All members of the bargaining unit shall receive the following salary increases effective the date of approval by the Board of Supervisors, unless otherwise indicated:

The first pay period following December 1, 2000	2 percent
The first pay period following approval by the Board	2 percent
The first pay period following December 1, 2001	3 percent
The first pay period following implementation of 3% at 50 retirement (target date March 1, 2002	2 percent
The first pay period following December 1, 2002	1 percent
The first pay period following December 1, 2003	3 percent
The first pay period following December 1, 2004	<u>2 percent</u>
54 months	15 percent

B. Retirement

Members of the bargaining unit shall receive upon retirement three percent (3%) of base salary at age fifty (50), targeted to be implemented on March 1, 2002, but no later than July 1, 2002.

C. Special Assignment Pay

The parties agree to amend the language as follows:

Members of the bargaining unit shall be eligible for additional compensation as provided herein. The additional compensation shall continue based on the results of annual reappointments made by the Sheriff. Reappointments which are not granted are not subject to a due process hearing or the grievance procedure.

Assignments receiving specialty pay may be made or renewed at the pleasure of the Sheriff, and shall not be subject to the grievance procedure. In all cases, upon the request of the employee, a meeting may be scheduled with the Sheriff to review the facts regarding non-renewal of appointments, which meeting shall satisfy any appeal rights under the Public Safety Officers Procedural Bill of Rights Act (POBAR).

Assignments may be set for a period of one (1) year or eighteen (18) months, and are removable by the Sheriff only, without appeal for non-renewal.

Removal during the term of the assignment for disciplinary reasons may be appealed under the applicable procedures set forth in the Memorandum of Understanding. Removal from the special assignment for business or operational reasons during the term of the assignment are not subject to appeal. Normal transfers at the conclusion of the term are not subject to appeal. Employees in special pay assignments are not precluded from voluntary removal.

The date of an employee's current assignment will be treated as the anniversary date.

Temporary training assignments for less than ninety (90) days are not subject to special pay. Temporary assignments for business or operational reasons are subject to the special pay provision. The term of these assignments is up to ninety (90) days. Temporary assignments of experienced personnel for less than standard assignment periods are permitted and shall be subject to special pay.

D. Overtime

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

Overtime shall be compensated at a rate of time and one-half of the employee's regular rate of pay for all time worked outside of their scheduled duty hours. Employees shall record their overtime on a daily basis at the conclusion of each shift. However, overtime is only paid if the employee works beyond their normally scheduled work hours in the pay period.

For employees on a 6/3 schedule over time is paid after forty-eight (48) hours worked in the scheduled period which starts with the first duty day and ends on day nine.

For employees on a 3/12 schedule overtime is paid after the normally scheduled hours worked in the scheduled period.

For employees on a 4/10 schedule overtime is paid after eighty (80) hours worked in the scheduled period.

For employees on a 5/2 schedule overtime is paid after eighty (80) hours worked in the scheduled period.

Unpaid time does not count for overtime calculations and time cards shall be adjusted for any unpaid time including Approved Time Off (ATO) and Dock Time (DOC).

E. Compensatory Time Off

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

Employees shall be permitted to use CTO within a reasonable period after making the request, as long as the request does not unduly disrupt department operations. To minimize the disruption on department operations employees shall request CTO at least twenty-four (24) hours in advance of scheduled duty day. Requests made with less than twenty-four (24) hours notice may be granted on a case-by-case basis.

F. Call-Back

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

The parties agree that the three (3) hour minimum call-back shall apply to members of the bargaining unit in any official call-back situation. The parties further agree that, members of the bargaining unit may receive a maximum of ten (10) hours call-back compensation, paid at time and one-half, in an eight (8) hour period resulting from a series of call-back circumstances only.

In addition, attendance at meetings on off-duty time, which have been scheduled at least two (2) weeks in advance, and for which the employee has been directed to attend, shall be compensated as overtime as provided by County policy, however, the call-back provisions shall not apply.

G. On Call Pay

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

Any member of this bargaining unit who is required to stay available and accessible in an on-call capacity shall be compensated for this on-call assignment.

A member is deemed "available and accessible" when:

- they can leave their location within fifteen (15) minutes and respond in a reasonable time, and
- there is no alcohol impairment

Members of this bargaining unit shall be compensated one hundred dollars (\$100.00) for each seven (7) day period of on-call assignment. If the on-call assignment is for less than a full seven (7) day period, on-call pay shall be paid on a per diem basis.

The on-call assignment must be authorized by the manager of the unit prior to the assignment.

H. Court Time

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

The County shall compensate employees who are required to appear for court during their off duty time a minimum of three (3) hours at time and one-half unless such court appearance is an immediate extension of their regularly scheduled shift for which the employee would be compensated at the normal overtime rate. Off duty time required beyond the first three (3) hours shall be paid at time and one-half.

Should an employee be required to appear for more than one subpoena on the same day, the employee shall only receive the three (3) hour minimum for the first initial appearance. Subsequent off duty court appearances for the day shall be paid at time and one-half.

Employees subpoenaed to appear in court shall call the Sheriff's Department between 5:00 P.M. and 12:00 A.M. (midnight) the day prior to the date of the required court appearance in order to determine whether the subpoena has been cancelled. Should the employee fail to call the Sheriff's Department during this time and appear at court for a case which has been cancelled, court time, call-back or overtime compensation shall not be paid. However, should the employee call within the required time period and is advised to appear, but the case is cancelled upon arrival, the employee shall be paid the court time minimum.

I. Holidays

Employees required to work on the following holidays shall be compensated at a rate of time and one-half for holidays, up to a maximum of eight (8) hours:

New Year's Day, January 1<sup>st</sup>  
Memorial Day  
Independence Day, July 4<sup>th</sup>  
Labor Day  
Veterans Day, November 11<sup>th</sup>  
Thanksgiving Day  
Christmas Eve, December 24<sup>th</sup> (four (4) hours only)  
Christmas Day, December 25<sup>th</sup>

The time and one-half compensation is for work on the actual holiday only and does not apply to County observances on alternate days.

Employees shall be considered "working the holiday" based upon the start date of their shift.



J. Uniform Allowance

The parties agree that uniform allowance shall be one thousand one hundred twenty dollars (\$1,120.00) per year.

K. POST Incentive Pay

Effective the first pay period after June 1, 2005, those individuals possessing an Advanced POST shall receive a premium of five percent (5%) of actual base salary. POST Certificate pay is non cumulative.

**3. RETIREE MEDICAL TRUST**

The parties agree to allow the Deputy Sheriff's Association to establish a Retiree Medical Trust.

**4. FULL UNDERSTANDING, MODIFICATION AND WAIVER**

The parties agree to modify the language as follows:

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, Understandings, and Agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.

B. Existing practices and/or benefits which have a direct effect on employee wages, hours and other terms and conditions of employment which are not referenced in this Agreement shall continue without change unless modified or abolished by mutual agreement of the parties. The parties understand and agree that the provisions of mutual agreement shall not apply to issues under conditions of employment unless it can be shown that they affect wages, hours or other substantial terms or conditions of employment.

The continuation of these existing practices and/or benefits is contingent upon there being practices and benefits that are recognized by the parties as open and notorious and clear and known and regular and consistent. Examples, without limitation, would be those established in writing or those created by custom and practice known to both sides for a substantial period of time. It is the intent of the parties that management trials, test cases, individual or small group practices, or sporadic practices not be considered past practices.

C. It is the intent of the parties that ordinances, Board resolutions, rules and regulations enacted pursuant to this Agreement be administered and observed in good faith.

D. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this Agreement.

**5. FUTURE MEET AND CONFER TOPICS**

The parties agree, during the term of this agreement, to meet and confer at the request of either party to the extent required by the Myers-Milias-Brown Act. These mutual, non-binding discussions are specifically limited to the following:

- A. Health and Welfare Benefits
- B. Retiree Health Care
- C. Amend Stanislaus County Personnel Policies
  - 1) SCPP 3.08.050 to include Psychologists
  - 2) SCPP 3.28.130 to redefine time limits to appeal dismissal for Absent Without Leave (AWOL)
- D. Examine Medical Terminations Pursuant to Section 19253.5(a) Government Code

The County agrees that any changes made as a result of the meet and confer process pursuant to this section shall not result in a loss of salary, compensation or cafeteria contributions currently provided to OE3 members.

**6. TIME BANK FOR ASSOCIATION BUSINESS**

The parties agree that a vacation bank has been established for the limited purpose of authorizing SCSSA officers to request use of this time for SCSSA business, including participation in SCSSA sponsored conferences and workshops. The vacation bank shall at no time exceed the maximum of five hundred (500) hours. This time, if not utilized by the SCSSA officers, shall not be returned to the contributing members, nor shall this time be subject to cashout. The SCSSA shall provide the Sheriff, the County Executive Officer and the Auditor-Controller with a current list of the eight SCSSA officers eligible to request use of vacation bank time.

Vacation requests for use of this time shall be submitted and approved consistent with the Sheriff's existing policy for approval of vacation time. The SCSSA recognizes that the Sheriff shall not be obligated to hire relief personnel on an overtime basis in order for vacation bank time to be approved, nor shall previously approved vacation requests of other Sheriff's personnel be subject to cancellation so that SCSSA vacation bank requests can be approved.

In January, if the vacation bank is fifty (50) hours or more below the five hundred (500) hour maximum, bargaining unit members who voluntarily elect to pay dues to the SCSSA shall have a pro-rated amount of vacation time transferred to the bank in the amount necessary to return the bank to the five hundred (500) hour maximum. The time will only be transferred from the SCSSA dues paying members to the vacation bank in January of each year.

The County will contribute an additional eighty (80) hours annually. This supplementary time may only be used when it is of benefit for SCSSA and the

County as determined by SCSSA President. Requests for time off shall be noted as County time and submitted as described above.

The SCSSA shall hold the County and its officers and employees harmless for transferring the vacation time from dues paying SCSSA members as provided for in this Section.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF STANISLAUS AND  
THE STANISLAUS COUNTY  
SHERIFF'S SUPERVISOR ASSOCIATION (SCSSA)**

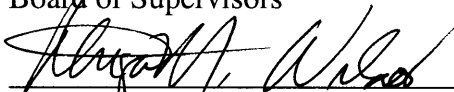
This agreement is entered into between the County of Stanislaus and the Stanislaus County Sheriff's Supervisor Association (SCSSA) representing the Sergeant's Bargaining Unit.

Pursuant to the Employee relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the County and the SCSSA, having met and conferred in good faith concerning the issues of wages, hours and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding.

**FOR THE COUNTY:**



Pat Paul, Chair  
Board of Supervisors



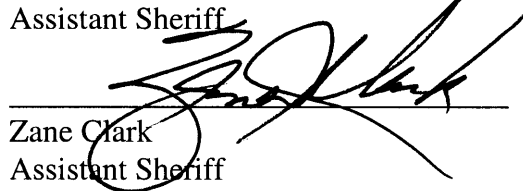
Reagan M. Wilson  
Chief Executive Officer



Gina B. Leguria  
Senior Management Consultant

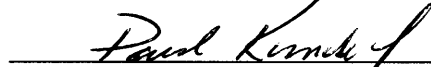


Richard Breshears  
Assistant Sheriff



Zane Clark  
Assistant Sheriff

**FOR SCSSA:**



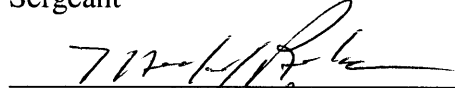
Paul Konsdorf  
Business Agent, OE3



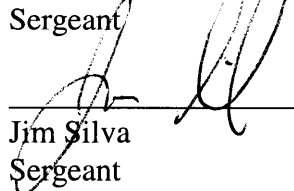
John Hallford, SCSSA President  
Sergeant



Darrell Freitas  
Sergeant



Michael Richards  
Sergeant



Jim Silva  
Sergeant

**DATE SIGNED** February 25, 2002

**Tentative Agreement Between  
Stanislaus County and the  
Stanislaus County Sheriff's Supervisor's Association (SCSSA)  
Representing the Sergeants Bargaining Unit.**

**1. TERM OF THE AGREEMENT**

This agreement shall remain in full force and effect for a fifty-four (54) month period commencing on December 1, 2000, and ending on June 1, 2005.

**2. COMPENSATION**

**A. Salary Increase**

All members of the bargaining unit shall receive the following salary increases effective the date of approval by the Board of Supervisors, unless otherwise indicated:

The first pay period following December 1, 2000	2 percent
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54 months	15 percent

**B. Retirement**

Members of the bargaining unit shall receive upon retirement three percent (3%) of base salary at age fifty (50), targeted to be implemented on March 1, 2002, but no later than July 1, 2002.

**C. Special Assignment Pay**

The parties agree to amend the language as follows:

Members of the bargaining unit shall be eligible for additional compensation as provided herein. The additional compensation shall continue based on the results of annual reappointments made by the Sheriff. Reappointments which are not granted are not subject to a due process hearing or the grievance procedure.

Assignments receiving specialty pay may be made or renewed at the pleasure of the Sheriff, and shall not be subject to the grievance procedure. In all cases, upon the request of the employee, a meeting may be scheduled with the Sheriff to review the facts regarding non-renewal of appointments, which meeting shall satisfy any appeal rights under the Public Safety Officers Procedural Bill of Rights Act (POBAR).

Assignments may be set for a period of one (1) year or eighteen (18) months, and are removable by the Sheriff only, without appeal for non-renewal.

Removal during the term of the assignment for disciplinary reasons may be appealed under the applicable procedures set forth in the Memorandum of Understanding. Removal from the special assignment for business or operational reasons during the term of the assignment are not subject to appeal. Normal transfers at the conclusion of the term are not subject to appeal. Employees in special pay assignments are not precluded from voluntary removal.

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D. Overtime

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

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Employees shall be permitted to use CTO within a reasonable period after making the request, as long as the request does not unduly disrupt department operations. To minimize the disruption on department operations employees shall request CTO at least twenty-four (24) hours in advance of scheduled duty day. Requests made with less than twenty-four (24) hours notice may be granted on a case-by-case basis.

F. Call-Back

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

The parties agree that the three (3) hour minimum call-back shall apply to members of the bargaining unit in any official call-back situation. The parties further agree that, members of the bargaining unit may receive a maximum of ten (10) hours call-back compensation, paid at time an one-half, in an eight (8) hour period resulting from a series of call-back circumstances only.

In addition, attendance at meetings on off-duty time, which have been scheduled at least two (2) weeks in advance, and for which the employee has been directed to attend, shall be compensated as overtime as provided by County policy, however, the call-back provisions shall not apply.

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A member is deemed "available and accessible" when:

- they can leave their location within fifteen (15) minutes and respond in a reasonable time, and
- there is no alcohol impairment

Members of this bargaining unit shall be compensated one hundred dollars (\$100.00) for each seven (7) day period of on-call assignment. If the on-call assignment is for less than a full seven (7) day period, on-call pay shall be paid on a per diem basis.

The on-call assignment must be authorized by the manager of the unit prior to the assignment.

H. Court Time

The parties agree to clarify the definitions to reflect the current practice. The language reads as follows:

The County shall compensate employees who are required to appear for court during their off duty time a minimum of three (3) hours at time and one-half unless such court appearance is an immediate extension of their regularly scheduled shift for which the employee would be compensated at the normal overtime rate. Off duty time required beyond the first three (3) hours shall be paid at time and one-half.

Should an employee be required to appear for more than one subpoena on the same day, the employee shall only receive the three (3) hour minimum for the first initial appearance. Subsequent off duty court appearances for the day shall be paid at time and one-half.

Employees subpoenaed to appear in court shall call the Sheriff's Department between 5:00 P.M. and 12:00 A.M. (midnight) the day prior to the date of the required court appearance in order to determine whether the subpoena has been cancelled. Should the employee fail to call the Sheriff's Department during this time and appear at court for a case which has been cancelled, court time, call-back or overtime compensation shall not be paid. However, should the employee call within the required time period and is advised to appear, but the case is cancelled upon arrival, the employee shall be paid the court time minimum.

I. Holidays

Employees required to work on the following holidays shall be compensated at a rate of time and one-half for holidays, up to a maximum of eight (8) hours:

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The time and one-half compensation is for work on the actual holiday only and does not apply to County observances on alternate days.

Employees shall be considered "working the holiday" based upon the start date of their shift.



J. Uniform Allowance  
The parties agree that uniform allowance shall be one thousand one hundred twenty dollars (\$1,120.00) per year.

K. POST Incentive Pay  
Effective the first pay period after June 1, 2005, those individuals possessing an Advanced POST shall receive a premium of five percent (5%) of actual base salary. POST Certificate pay is non cumulative.

**3. RETIREE MEDICAL TRUST**

The parties agree to allow the Deputy Sheriff's Association to establish a Retiree Medical Trust.

**4. FULL UNDERSTANDING, MODIFICATION AND WAIVER**

The parties agree to modify the language as follows:

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, Understandings, and Agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.

B. Existing practices and/or benefits which have a direct effect on employee wages, hours and other terms and conditions of employment which are not referenced in this Agreement shall continue without change unless modified or abolished by mutual agreement of the parties. The parties understand and agree that the provisions of mutual agreement shall not apply to issues under conditions of employment unless it can be shown that they affect wages, hours or other substantial terms or conditions of employment.

The continuation of these existing practices and/or benefits is contingent upon there being practices and benefits that are recognized by the parties as open and notorious and clear and known and regular and consistent. Examples, without limitation, would be those established in writing or those created by custom and practice known to both sides for a substantial period of time. It is the intent of the parties that management trials, test cases, individual or small group practices, or sporadic practices not be considered past practices.

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  - 1) SCPP 3.08.050 to include Psychologists
  - 2) SCPP 3.28.130 to redefine time limits to appeal dismissal for Absent Without Leave (AWOL)
- D. Examine Medical Terminations Pursuant to Section 19253.5(a) Government Code

The County agrees that any changes made as a result of the meet and confer process pursuant to this section shall not result in a loss of salary, compensation or cafeteria contributions currently provided to OE3 members.

**6. TIME BANK FOR ASSOCIATION BUSINESS**

The parties agree that a vacation bank has been established for the limited purpose of authorizing SCSSA officers to request use of this time for SCSSA business, including participation in SCSSA sponsored conferences and workshops. The vacation bank shall at no time exceed the maximum of five hundred (500) hours. This time, if not utilized by the SCSSA officers, shall not be returned to the contributing members, nor shall this time be subject to cashout. The SCSSA shall provide the Sheriff, the County Executive Officer and the Auditor-Controller with a current list of the eight SCSSA officers eligible to request use of vacation bank time.

Vacation requests for use of this time shall be submitted and approved consistent with the Sheriff's existing policy for approval of vacation time. The SCSSA recognizes that the Sheriff shall not be obligated to hire relief personnel on an overtime basis in order for vacation bank time to be approved, nor shall previously approved vacation requests of other Sheriff's personnel be subject to cancellation so that SCSSA vacation bank requests can be approved.

In January, if the vacation bank is fifty (50) hours or more below the five hundred (500) hour maximum, bargaining unit members who voluntarily elect to pay dues to the SCSSA shall have a pro-rated amount of vacation time transferred to the bank in the amount necessary to return the bank to the five hundred (500) hour maximum. The time will only be transferred from the SCSSA dues paying members to the vacation bank in January of each year.

The County will contribute an additional eighty (80) hours annually. This supplementary time may only be used when it is of benefit for SCSSA and the

County as determined by SCSSA President. Requests for time off shall be noted as County time and submitted as described above.

The SCSSA shall hold the County and its officers and employees harmless for transferring the vacation time from dues paying SCSSA members as provided for in this Section.