

**MARIN COUNTY SHERIFF'S DEPARTMENT  
GENERAL ORDER**

**CHAPTER 2 – PERSONNEL  
GO-02-23  
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**DATE: 5/2/18**

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**VACATION REQUEST / USE POLICY**

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**POLICY**

It is the policy of the Marin County Sheriff's Office to afford all personnel their vacation time in accordance with the laws of the State of California, Marin County Personnel Management Regulations, and the employees' applicable collective bargaining agreement..

**DEFINITION**

**VACATION CREDIT** is the amount of vacation time off credited to an employee by the County of Marin. Vacation credit is earned in accordance with the schedules prescribed by the individual employee's respective Memorandum of Understanding with the County.

**COMPENSATORY TIME OFF CREDIT** is the amount of time off credited to an employee for overtime hours worked in lieu of a cash payment.

**ANNUAL VACATION CALENDAR** is the rolling 12-month period identified by each work group during which annual vacation periods may be requested and scheduled.

**ANNUAL VACATION PERIOD** is that period of vacation and/or compensatory time off annually requested by an employee and guaranteed by the Department. For purposes of annual vacation requests, the time off allowed shall not exceed the cap for accumulated vacation time off described in the requesting employee's collective bargaining agreement.

**PROCEDURE**

Every employee of the Marin County Sheriff's Office is entitled to at least one annual vacation period each year. Prior to the 1<sup>st</sup> of May each year, a designated manager or supervisor from each respective work unit, i.e. Patrol, Jail, Court Security, Investigations, Marine Unit, Communications, Documentary Services, etc., will solicit requests for an annual vacation period from each assigned member or employee. Solicitations will be processed by seniority, with the most senior member of each respective unit requesting their annual vacation period first.

The Sheriff and/or his specific designee shall determine the number of staff allowed to be off for an annual vacation period at any given time, based on the need to maintain minimum staffing levels within a given work unit, peak workload coverage, and general department and community needs.

The duration of an individual's requested annual vacation period is limited to the vacation credit reasonably anticipated to have accrued to that person at the time his/her annual vacation period actually begins, plus the compensatory time credit actually accrued at the time the request for an annual vacation period is made. If an employee requests to use compensatory time off credits for an annual vacation period, those credits shall be frozen until the annual vacation period has

expired.

After all initial annual vacation period requests have been received and posted, a second solicitation shall occur, again processing all subsequent requests for a second annual vacation period by seniority, with the most senior member of each respective work unit requesting his/her second annual vacation period first.

Employees are cautioned that no assurances can be made as to a subsequent annual vacation period being available to them after the first vacation solicitation has been processed, or as to the length of any subsequent annual vacation period should one in fact exist. Therefore, care should be taken to balance the desire for a second annual vacation period against the likelihood of a suitable opportunity being available when the second solicitation actually arrives. Less senior employees are especially cautioned against assuming the availability of a second annual vacation period, as those opportunities will go to the most senior members first.

The total number of vacation and/or compensatory time off credits used per person, per annual vacation calendar, shall not exceed the cap for accumulated vacation time off described in the requesting employee's collective bargaining agreement, inclusive of both annual vacation period requests made.

Unless there are exigent circumstances, as determined by the Sheriff and/or his specific designee, or in order to comply with a court order or subpoena, no employee is eligible to work an overtime shift if he/she is away from work during an annual vacation period.

Regular days off that fall immediately before or after an employee's annual vacation period shall be considered to be a part of that annual vacation period. The employee shall enjoy the same protections against call back, stand-by, on call, or forced overtime during those scheduled regular days off as he/she does during the annual vacation period itself. The prohibition from working an overtime shift shall apply to the regular days off that fall immediately before or after an employee's annual vacation period as well.

Mutually agreed to shift trades between employees are not affected by the above described prohibitions and may be executed at the employees' discretion during their annual vacation period, including regularly scheduled days off leading into and out of that vacation period.

Employees who have an approved annual vacation period pending will be granted that time off if transferred or reassigned to another Division.

This policy shall not supersede changes adopted in subsequent Memorandum of Understandings and shall become subordinate to those agreements where a conflict in language or intent has been found.

## **RELATED STANDARDS**

Marin Association of Public Employees, Memorandum of Understanding  
Marin County Management Employees Association, Memorandum of Understanding  
Marin County Deputy Sheriffs Association, Memorandum of Understanding  
Marin County Sheriff's Staff Officers Association, Memorandum of Understanding

**AFFECTED DIVISIONS**

All

**By Order Of**

ROBERT T. DOYLE  
Sheriff-Coroner