

## **MEMORANDUM**

Date: November 6, 2013

To: Board of Retirement  
Marilyn Leedom, Retirement Chief Executive Officer

From: Karen Levy, General Counsel

Subject: Whether To Continue to Exclude the Classification of "Deputy Sheriff – Recruit – Fixed Term" From CCCERA Membership

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### **Recommendation**

Consider and take possible action regarding whether to continue to exclude "Deputy Sheriff-Recruit – Fixed Term" from CCCERA membership.

### **Summary**

Since 2004, the classification of "Deputy Sheriff-Recruit – Fixed Term" has been excluded from CCCERA membership. Other similar short-term positions, such as "Firefighter-Recruit," "Firefighter-Paramedic Recruit," and "Deputy Public Defender – Fixed Term" are also excluded from CCCERA membership. The reason for excluding these positions is that Retirement Board Regulations exclude temporary service positions from membership. The Regulations also exclude project employees unless the employer certifies that the project duration will exceed one year. The County Employees Retirement Law of 1937 ("CERL") vests with the Retirement Board the authority to exclude from membership employees whose tenure is temporary. The position of "Deputy Sheriff-Recruit – Fixed Term" is a seven-month maximum position, which is probationary and does not necessarily lead to permanent employment as a "Deputy Sheriff." Recruits attend the academy, and those recruits who successfully complete the academy and become "Deputy Sheriffs" become members of CCCERA and have the option of purchasing their time employed as Recruits as additional service credit which then counts in their retirement calculations. Recruits who do not successfully complete the academy within the seven-month maximum term of this classification are terminated. Deputy Sheriff Association representatives are requesting that the Board determine that the "Deputy Sheriff-Recruit – Fixed Term" classification is not temporary, and that it be included in CCCERA membership. This issue has

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been raised in order to qualify recruits who began the academy prior to January 1, 2013 but became "Deputy Sheriff" after January 1, 2013 as pre-PEPRA members, so that they may be subject to the more generous pre-PEPRA retirement tiers.

### **Discussion**

We offer the following information which we hope will be useful for the Board in considering this issue:

#### **I. CERL and CCCERA Board of Retirement Regulations Regarding Exclusions From Membership**

The County Employees Retirement Law of 1937 ("CERL") provides as follows:

In its regulations, the board may include the following provisions:

...

(e) For the exemption or exclusion from membership as a peace officer member or as a safety member or from membership altogether, in the discretion of the board, of persons whose tenure is temporary, seasonal, intermittent, or for part time only, or persons whose compensation is fixed at a rate by the day or hour.

(Government Code § 31527 (emphasis added.))

The CCCERA Board of Retirement Regulations set forth the criteria upon which CCCERA membership is to be determined, as follows:

#### **Exclusion from Membership – By Type of Employment**

A. All officers and employees of the County or districts shall be members of the association as provided in Article 4 under Sections 31550-31567 of the County Employees' Retirement Law of 1937 (Gov. Code Secs. 31450, et seq. "CERL"), unless excluded from membership by this Section.

B. The following employees shall be excluded from membership:



( i) Temporary, seasonal or independent contract employees who are employed or re-employed for temporary service or at certain specified periods each year.

( ii) Intermittent or permanent-intermittent employees who are appointed to serve less than 80% of the full number of working hours required of regular employees or who actually serve less than 80% of such full number of working hours in one year as certified by their appointing authority.

(iii) Part-time employees whose service for the County or district is less than fifty (50) percent of the full number or working hours required of fulltime employees at that employer.

( iv) Project employees, unless the appointing authority certifies that the project is expected to be of one year or more in duration on a greater than part-time basis.

( v) Provisional employees, unless they otherwise meet the requirements for reciprocal benefits with other retirement systems under Article 15 of CERL.

C. In making its determination regarding an employee's inclusion in or exclusion from membership, the Board will not rely solely upon the term given to the type of employment. Rather, the Board will rely upon such additional facts such as the nature of the employment, its expected or actual duration, and its relationship to what is considered full-time, permanent employment.

## **II. Deputy Sheriff-Recruit – Fixed Term**

The County job description for "Deputy Sheriff-Recruit – Fixed Term" describes the duties of this position as follows:

Under close supervision, to attend a California Peace Officer Standards and Training (P.O.S.T.) approved Basic Academy and to successfully complete the course of study necessary to gain peace officer status in the State of California.

(See Attachment 1.)

The Description further sets forth this position's typical tasks as follows:

- Attends a California Basic Academy which includes those courses necessary to gain P.O.S.T. approved peace officer status



- May attend an orientation on operations within the Sheriff's Department

Finally, the Job Description provides:

Incumbents must successfully complete the P.O.S.T. Basic Academy in order to successfully complete probation as a Deputy Sheriff-Recruit and qualify for status as a Deputy Sheriff.

Incumbency in this class is limited to a period not to exceed SEVEN months . . .

The Recruit class is an entry-level, non-sworn class which has no police powers. Recruits do not have a valid P. O. S. T. certificate from a Basic Academy.

The County has explained in a letter dated September 19, 2013, that: "As soon as persons in this classification complete their training, they move directly into the sworn Deputy Sheriff classification." The County subsequently advised CCCERA that if the recruits do not pass the academy within seven months, they do not pass probation and are terminated. The County does support the inclusion of recruits in membership.

### **III. Application of Board Regulations Regarding Membership to the "Deputy Sheriff Recruit- Fixed Term"**

Whether a position is included or excluded from CCCERA membership is determined by the CERL and Board Regulations, not by Memoranda of Understanding between the County and its employee organizations. Under the CERL and the CCCERA Board Regulations, employees who are "temporary" or provide "temporary service" are excluded from CCCERA membership. (Board Regulations, Section III.1. "Exclusion from Membership – By Type of Employment.") Those employees who are hired for a specific project are included in membership only if the County certifies in writing that the project duration exceeds one year.

The Board Regulations provide that: "In making inclusion or exclusion from membership determinations, the Board must not solely rely on the term given to the type or employment, but must also rely on additional facts such as the nature of the employment, its expected or actual duration, and its relationship to what is considered full time, permanent employment."

The "Deputy Sheriff – Recruit – Fixed Term" is a probationary position for a fixed duration not to exceed seven month. During that term, the recruit attends the academy and does

not perform peace officer tasks for the County. If the recruit successfully completes the academy, they move directly to a "Deputy Sheriff" classification and become a sworn peace officer. If the recruit does not successfully complete the academy, their employment is terminated. If they came from another County department into the "Recruit" classification and did not pass the POST Academy, they are returned to their previous job with the County.

We look to other "fixed" or finite term positions for guidance. The following positions have been brought to our attention:

1. "Firefighter- Paramedic Recruit" – this classification is limited to a fixed term of 6 months, during which the employee attends the Fire Academy to become qualified for appointment to the classification of "Firefighter-Paramedic." This classification is excluded from CCCERA membership. (See Attachment 2.)
2. "Firefighter Recruit" - this classification is limited to a fixed term of 6 months, during which the employee attends the Fire Academy to become qualified for appointment to the classification of "Firefighter." This classification is excluded from CCCERA membership. (See Attachment 3.)
3. "Deputy District Attorney – Fixed Term" – this classification is for a licensed attorney whose duties are to prosecute criminal cases for the Office of the District Attorney. The employment in this class is limited to thirty-six consecutive months from the date of appointment. This classification is included in CCCERA membership.
4. "Exempt Medical Staff Resident Physician I" – the county advised CCCERA that the duration of this classification is limited to one year. This classification is included in CCCERA membership.
5. Deputy Public Defender – Special Assignment – Exempt – this classification is for a licensed attorney whose duties are to defend criminal cases for the Office of the Public Defender. The employment in this class is limited to a fixed term of three months. CCCERA was informed that incumbents in this position are often re-appointed every three months and could serve for a total up to three years. This classification is excluded from CCCERA membership as temporary.
6. Project employees are included in membership on if the appointing authority certifies that the project is expected to be of one year or more in duration.

These examples illustrate that a three or six month fixed term qualifies as temporary service and is excluded from CCCERA membership, whereas a fixed term of three years is not considered temporary and is included in CCCERA membership. The seven month fixed term duration of the Deputy Sheriff Recruit appears to be in line with the other temporary fixed term positions that are excluded from CCCERA membership.



County MOUs, Job Descriptions, Regulations and terminology used are very informative as to the nature of the employment, its duration, etc. However, a position does not necessarily have to be defined by the county as "temporary" in order to be considered "temporary" for the purpose of CCCERA membership determinations. The CCCERA Regulations instruct not to solely rely on the term given to the type or employment, but to consider "additional facts such as the nature of the employment, its expected or actual duration, and its relationship to what is considered full time, permanent employment." Consistent with the treatment of other "fixed" or finite term positions, it appears that the seven-month maximum duration of the "Deputy Sheriff-Recruit – Fixed Term" position, which is probationary and does not necessarily lead to permanent employment as a "Deputy Sheriff," is in line with other excluded temporary service positions pursuant to the Board Regulations.

#### **IV. Conclusion**

The "Deputy-Sheriff Recruit – Fixed Term" appears to be properly excluded from CCCERA membership because it is a seven-month maximum "fixed term" position, which is probationary and does not necessarily lead to permanent employment as a "Deputy Sheriff." Should the Board find to the contrary, i.e., that the classification should be included in membership, we do recommend that the other short term positions be reviewed and treated consistently in future membership determinations, including: "Firefighter-Recruit," "Firefighter-Paramedic Recruit," and "Deputy Public Defender – Fixed Term."

# Attachment 1



## DEPUTY SHERIFF- RECRUIT - FIXED TERM

Class Code:  
6X7A

Bargaining Unit: DSA - Deputy Sheriff's Non-  
Sworn Rank & File Unit

COUNTY OF CONTRA COSTA  
Established Date: Sep 1, 1980  
Revision Date: Jun 1, 1987

### **SALARY RANGE**

\$19.91 Hourly  
\$1,592.93 Biweekly  
\$3,451.34 Monthly  
\$41,416.08 Annually

### **DEFINITION:**

***Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Class specifications are not intended to reflect all duties performed within the job.***

Under close supervision, to attend a California Peace Officer Standards and Training (P.O.S.T.) approved Basic Academy and to successfully complete the course of study necessary to gain peace officer status in the State of California.

### **DISTINGUISHING CHARACTERISTICS:**

Deputy Sheriff-Recruit is distinguished as an entry-level class in the County law enforcement series. Incumbents must successfully complete the P.O.S.T. Basic Academy in order to successfully complete probation as a Deputy Sheriff-Recruit and qualify for status as a Deputy Sheriff.

Incumbency in this class is limited to a period not to exceed SEVEN months and to those individual who have not completed a California P.O.S.T. certified Basic Peace Officer Academy within the last three (3) years.

### **MINIMUM QUALIFICATIONS:**

**License Required:** Possession of a valid California Motor Vehicle Operator's License.

**Education:** Possession of a high school diploma, G.E.D. Equivalency or a high school proficiency certificate.

**Citizenship:** United States citizen or a permanent resident alien who is eligible for and has applied for citizenship a minimum of one year ago.

**Age Requirement:** Must be 20.5 years of age at the time of appointment.

**Physical Requirement:** Ability to meet such health standards as may be prescribed by the County Medical Consultant.



**Visual Acuity:** 20/100 uncorrected each eye; corrected to 20/30 each eye.

**Hearing:** Must not have suffered a hearing loss of over 25 decibels in the 500, 1000 or 2000 frequency ranges.

**Background:** A thorough background investigation, which will include a report writing exercise, a polygraph examination and psychological testing, shall be conducted according to the specifications of the State of California Commission on Peace Officer Standards and Training; and shall not have been convicted of a felony in this state or any other state or in any federal jurisdiction, or of any offense in any other state or in any federal jurisdiction, which would have been a felony if committed in this state.

**KNOWLEDGES, SKILLS AND ABILITIES:**

**Ability to:**

- Read and understand course material offered while attending the P.O.S.T. Basic Academy
- Retain course materials
- Perform physical activities required at the Basic Academy

**TYPICAL TASKS:**

- Attends a California Basic Academy which includes those courses necessary to gain P.O.S.T. approved peace officer status
- May attend an orientation on operations within the Sheriff's Department

**SPEC HISTORY:**

**Established: September 1980**

**Revised: January 2007**

**Revised: March 2013**

# RLS RAINS LUCIA STERN, PC

Jim Bickert  
Labor Relations Representative  
JBickert@RLSlawyers.com

October 24, 2013

VIA ELECTRONIC MAIL AND HAND DELIVERY

Marilyn Leedom  
Chief Executive Officer  
Contra Costa County Employees Retirement Association  
1355 Willow Way, Suite 221  
Concord, CA 94520

**Re: Contra Costa County Deputy Sheriff Recruits**

Dear Marilyn:

The purpose of this correspondence is to seek an audience with the retirement board to discuss the issue of Deputy Sheriff Recruits once again being allowed membership in CCCERA. I am requesting this issue to be placed on the agenda for the November 6, 2013 board meeting.

The Contra Costa Deputy Sheriffs Association ("DSA") entered into a side letter agreement with Contra Costa County (County), effective September 1, 2004, the purpose of which was to exclude members of Deputy Sheriff Recruit classification from membership in CCCERA. Deputy Sheriff Recruits are those members of the Sheriff's Office that have been hired to be Deputy Sheriffs, but must first attend a California P.O.S.T. (Peace Officer Standards and Training) mandated training academy. Prior to this side letter between the DSA and the County, Deputy Sheriff Recruits had been members of CCCERA.

Fast forward to earlier this year (2013) when it came to the attention of the DSA that Deputy Sheriff Recruits were not members of CCCERA. The current DSA leadership was unaware of how or why this situation came to be, but knew that Deputy Sheriff Recruits had once been members of CCCERA. As it turned out, neither the current administration of the Sheriff's Office nor CCCERA knew how this situation came to be.

DSA President Ken Westermann and I met with you and CCCERA legal counsel Karen Levy in March 2013 to talk about pensionable compensation. It was during that meeting that we also brought up the issue of Deputy Sheriff Recruits once again being members of CCCERA. We were told that the issue lay with the County, not with CCCERA. We were told that if the County agreed that these employees were to be members of CCCERA, then CCCERA would allow them. At no point were we told that Deputy Sheriff Recruits were not qualified to be members of CCCERA.

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Marilyn Leedom

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Following that meeting, Westermann and I approached the County to seek resolution as to why the Deputy Sheriff Recruits were once members of CCCERA, but were no longer. It was a few weeks after that the County was able to find the aforementioned side letter. By County policy, if a side letter entered into during the term of a current MOU is not included or does not become a part of the subsequent MOU, then the side letter expires. Such was the case with this side letter. We were able to convince the County that the side letter was null and void (no small task). Hence, Deputy Sheriff Recruits should have once again been made members of CCCERA upon being hired by the Sheriff's Office.

With the DSA and the County in agreement, the County submitted a letter and documentation to you dated September 19, 2013, explaining the reasons why the Deputy Sheriff Recruit classification should now be members of CCCERA, beginning with those Recruits hired on or after December 6, 2011.

The DSA became aware on October 22, 2013, via the County, that CCCERA had denied the County's request to allow Deputy Sheriff Recruits membership in CCCERA. The reason given was:

*"...it appears that the Deputy Sheriff Recruit position is a temporary position and is properly excluded from membership under Board Regulations because it is a seven month "fixed term" position, which is probationary and does not necessarily lead to permanent employment as a Deputy Sheriff. Under the CERL and the CCCERA Board Regulations, employees who are "temporary" are excluded from CCCERA membership. I've attached a copy of the Board Regulations for your review. The exclusion of temporary employees is covered under Section III.1. A Memoranda of Understanding between the County and its employee organization does not change this analysis."*

As you can imagine, we felt like Dorothy in the Wizard of Oz. Dorothy is directed by the Wizard to bring him the broomstick of the Wicked Witch of the West and then he will grant her wishes. When Dorothy accomplishes that feat, the Wizard attempts to renege on the deal.

It appears the foundation for the above opinion is based upon the supposition that the Deputy Sheriff Recruit classification qualifies as "temporary" within the County's definition of job classifications. I find it only slightly amusing that the person(s) responsible for this opinion have totally ignored the explanation from the employer that the Deputy Sheriff Recruit classification is NOT deemed a temporary position! One can certainly see the hubris in such a decision and question the motivation.

The County Human Resources Department has attached the words "Fixed Term" to the title of Deputy Sheriff Recruit. It is reasonable, at face value, to assume that "fixed term" means "temporary" for someone disinterested in seeking the distinction between the two terms. There are,

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in fact, objective distinctions at play. The County defines "temporary employment" as follows: *any employment which will require the services of a person for a limited period of time paid on an hourly basis.* Deputy Sheriff Recruits do not fit that definition. Interestingly, in the definition of terms in the County Personnel Management Regulations, there is no definition for "Fixed Term". It seems a term of convenience as opposed to an official classification. It should be noted that there are other "fixed term" classifications that are currently members of CCCERA, notably Deputy District Attorney-Fixed Term and Exempt Medical Staff Resident Physician-Fixed Term.

The fact is that the Deputy Sheriff Recruit classification operates as a "permanent full-time position", which the County defines as *any position which requires the full time services of an employee.* The position works a full time, 40 hour work week. The position is salaried, not hourly. The position is benefitted. The position is represented by a labor association. It is important to note that persons hired into this classification must pass a written test, oral interview, polygraph examination, psychological examination, medical examination, and full background investigation. These employees are being hired by the County to be Deputy Sheriffs. They are not seasonal help brought in to fill a gap. Upon successful completion of the academy, they **will** promote to Deputy Sheriff. This is the first step in the law enforcement series. There is no objective or subjective expectation on the part of the County or the Sheriff's Office or the employees themselves that their service to the County is in any way temporary. This is the beginning of their career with the County. They are no more "temporary" than any full time employee hired by the County that must pass an initial probation or proving ground. The fact that the Recruit proving ground is significantly harder than that of your general employees should in no way be held against them by their retirement association!

It is important to note that the Benefits section of the Deputy Sheriff Recruit job description publicly posted by the County states:

**RETIREMENT** – Permanent employees (working half-time or more) are eligible for membership in the Contra Costa County Employee's Retirement Association (CCCERA).

The above opinion offered to the County as to why the Recruit classification should be excluded states: *the exclusion of temporary employees is covered under Section III.1.A* (of the CCCERA Board Regulations). This citing of the Board Regulations neglects to mention that just a couple of paragraphs down, Section III.1.C states:

*In making its determination regarding an employee's inclusion in or exclusion from membership, the Board will not rely solely upon the term given to the type of employment. Rather, the Board will rely upon such additional facts such as the nature of the employment, its expected or actual duration, and its relationship to what is considered full-time, permanent employment.*

Marilyn Leedom

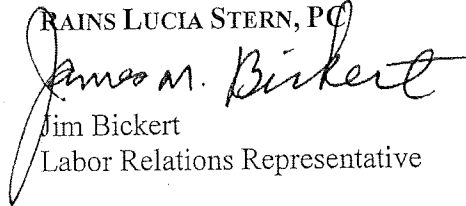
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I trust that the CCCERA Board, upon understanding the circumstances specific to the class of Deputy Sheriff Recruit, will find that classification is appropriately qualified to **once again** be members of the Contra Costa County Employees Retirement Association.

Respectfully,

RAINS LUCIA STERN, PC  
  
Jim Bickert  
Labor Relations Representative

JB:bg

cc: David Livingston, Sheriff  
David Twa, County Administrator  
Ken Westermann, President Deputy Sheriffs Association

NFO

**Class Title:** DEPUTY SHERIFF-RECRUIT - FIXED TERM

**Bargaining Unit:** DSA - Deputy Sheriff's Non-Sworn Rank & File Unit

**Class Code:** 6X7A

**Salary:** \$19.91 Hourly  
\$1,592.93 Biweekly  
\$3,451.34 Monthly  
\$41,416.08 Annually

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Definition	Benefits
<b>EMPLOYEE BENEFITS</b>	
This is a summary of benefits for this classification	
For a complete listing of all benefits for this classification, please see the <a href="#">Memorandum of Understanding between Contra Costa County and Deputy Sheriffs' Association Rank &amp; File Unit.</a>	
<p><b>SALARY</b> - The starting salary is the first rate shown on the announcement. Advancement to the higher steps of the salary level is in accordance with Salary Resolutions of the Board of Supervisors. <b>WORKING CONDITIONS</b> - The normal work week of County employees is forty (40) hours between 12:01 a.m. Monday to 12:00 midnight Sunday, usually five (5) eight (8) hour days. Time and one-half is paid for overtime for eligible employees and certain job classifications receive a 5% differential, above their base salary rate, per hour for shift work.</p>	
<b>EARNED TIME OFF</b>	
<u>Holidays Observed</u>	
<ul style="list-style-type: none"> <li>• January 1 – New Year's Day</li> <li>• 3rd Monday in January – Dr. MLK Day</li> <li>• February 12 - Lincoln's Birthday</li> <li>• 3rd Monday in February – Presidents' Day</li> <li>• Last Monday in May – Memorial Day</li> <li>• July 4 – Independence Day</li> <li>• 1st Monday in September – Labor Day</li> <li>• September 9 - Admissions Day</li> <li>• 2nd Monday in October - Columbus Day</li> <li>• November 11 – Veterans' Day</li> <li>• 4th Thursday in November – Thanksgiving Day</li> <li>• 4th Friday in November – day after Thanksgiving</li> <li>• December 25 – Christmas Day</li> <li>• 3 Personal Floating Holidays (<i>accrued at a rate of 2 hours per month</i>)</li> </ul>	
Personnel represented by the DSA who are in the following assignments on Columbus Day (2nd	

Monday in October), Admission Day (September 9) or Lincoln's Day (February 12), will not celebrate a holiday on those days, but will accrue personal holiday credits:

- Investigation Division (except Orinda contract officers)
- Criminalistics Division
- Administration Division
- Coroner's Division
- Detention Division (Bureau of Administrative Services only)
- Technical Services Division (Civil Unit)

Vacation

\*\*For employees hired prior to January 1, 1983.

<b>Length of Service</b>	<b>Monthly Accruals</b>	<b>Yearly Vacation Allowance</b>	<b>Maximum Allowance</b>
Under 11 years	10 hours	3 weeks	240 hrs (6 weeks)
11 years	10-2/3 hours	3 weeks+1 day	256 hrs (6 weeks+2 days)
12 years	11-1/3 hours	3 weeks+2 days	272 hrs (6 weeks+4 days)
13 years	12 hours	3 weeks+3 days	288 hrs (7 weeks+1 day)
14 years	12-2/3 hours	3 weeks+4 days	304 hrs (7 weeks+3 days)
15 thru 19 years	13-1/3 hours	4 weeks	320 hrs (8 weeks)
20 thru 24 years	16-2/3 hours	5 weeks	400 hrs (10 weeks)
25 thru 29 years	20 hours	6 weeks	480 hrs (12 weeks)
30 years and up	23-1/3 hours	7 weeks	560 hrs (14 weeks)

\*\*For employees hired on or after January 1, 1983.

<b>Length of Service</b>	<b>Monthly Accruals</b>	<b>Yearly Vacation Allowance</b>	<b>Maximum Allowance</b>
Under 5 years	6-2/3 hours	2 weeks	160 hrs (4 weeks)
5 thru 10 years	10 hours	3 weeks	240 hrs (6 weeks)
11 years	10-2/3 hours	3 weeks+1 day	256 hrs (6 weeks+2 days)
12 years	11-1/3 hours	3 weeks+2 days	272 hrs (6 weeks+4 days)
13 years	12 hours	3 weeks+3 days	288 hrs (7 weeks+1 day)
14 years	12-2/3 hours	3 weeks+4 days	304 hrs (7 weeks+3 days)
15 thru 19 years	13-1/3 hours	4 weeks	320 hrs (8 weeks)
20 thru 24 years	16-2/3 hours	5 weeks	400 hrs (10 weeks)
25 thru 29 years	20 hours	6 weeks	480 hrs (12 weeks)

30 years and up	23-1/3 hours	7 weeks	560 hrs (14 weeks)
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\*\*For employees regularly assigned and working in the Detention Division.

Length of Service	Monthly Accruals	Yearly Vacation Allowance	Maximum Allowance
Under 1 year	6-2/3 hours	2 weeks	160 hrs (4 weeks)
1 year	7-1/3 hours	2 weeks+1 day	176 hrs (4 weeks+2 days)
2 years	8 hours	2 weeks+2 days	192 hrs (4 weeks+4 days)
3 years	8-2/3 hours	2 weeks+3 days	208 hrs (5 weeks+1 day)
4 years	9-1/3 hours	2 weeks+4 days	224 hrs (5 weeks+3 days)
5 thru 10 years	10 hours	3 weeks	240 hrs (6 weeks)
11 years	10-2/3 hours	3 weeks+1 day	256 hrs (6 weeks+2 days)
12 years	11-1/3 hours	3 weeks+2 days	272 hrs (6 weeks+4 days)
13 years	12 hours	3 weeks+3 days	288 hrs (7 weeks+1 day)
14 years	12-2/3 hours	3 weeks+4 days	304 hrs (7 weeks+3 days)
15 thru 19 years	13-1/3 hours	4 weeks	320 hrs (8 weeks)
20 thru 24 years	16-2/3 hours	5 weeks	400 hrs (10 weeks)
25 thru 29 years	20 hours	6 weeks	480 hrs (12 weeks)
30 years and up	23-1/3 hours	7 weeks	560 hrs (14 weeks)

Sick Leave

Twelve (12) working days sick leave are accumulated each year (*accrued at a rate of 8 hours per month*); unused Sick Leave credits are accumulated indefinitely.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

**AGENCY SHOP REQUIREMENTS** – This classification is in the Deputy Sheriffs' Sworn Unit of the Deputy Sheriffs' Association. As such, employees in this classification are required to join the union or pay an equivalent service fee. **HEALTH & DENTAL INSURANCE**

Health Plans

The County will provide group health benefits through the California Public Employees' Retirement System (CalPERS) for all permanent full-time employees, and permanent part-time employees regularly scheduled to work at least twenty (20) hours per week. The CalPERS program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), will control all issues, including but not limited to eligibility, benefit levels



and premium costs. Because the Contra Costa Health Plan (CCHP) has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, DSA members may elect to enroll in CCHP under the CalPERS plan rules and regulations.

Dental Plans

Permanent employees are also eligible to enroll in one of the following dental plans:

<b>Delta Dental</b>	<input type="checkbox"/>	A self-funded indemnity plan administered by Delta Dental.
<b>PMI DeltaCare</b>	<input type="checkbox"/>	A prepaid dental plan.

**\*\*Important Enrollment Information** - Health and Dental Plans have a 60-day enrollment period from date of hire.

**\*\*Open Enrollment** - Open enrollment periods allow you to make changes to your health and dental coverage and to add or delete dependents without a qualifying event.

**LIFE INSURANCE** – County-paid Life Insurance of \$10,000 is offered through ING ReliaStar Life Insurance Company to all permanent employees (working half-time or more) who are enrolled in a health and/or dental plan option. Voluntary Supplemental Life Insurance is also available to purchase through ING ReliaStar. Employees may elect from \$20,000 up to \$500,000 of coverage. Contact the Contra Costa County Employee Benefits Services Unit for more information.

CCC Employee Benefits Services Unit 651 Pine Street, 5th Floor Martinez, CA 94553-1292 Phone: (925) 335-1746
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**RETIREMENT** – Permanent employees (working half-time or more) are eligible for membership in the Contra Costa County Employees' Retirement Association (CCCERA). The County retirement program includes the benefits under the County Employees Retirement Law of 1937 and Social Security, and offers the retirement formula of 2.7% @ 57. The staff of the Retirement Office is available to answer your questions Monday through Friday, 8:00 a.m. to Noon, and 12:30 p.m. to 5:00 p.m. After hours, you can call and leave a voicemail message.

CCC Employees' Retirement Association 1355 Willow Way, Suite 221 Concord, CA 94520 Phone: (925) 521-3960 Fax: (925) 646-5747
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**DEFERRED COMPENSATION** – Contra Costa County offers a voluntary Deferred Compensation Plan administered by the Hartford Life Insurance Company. Under Section 457 of the Internal Revenue Code, employees are able to set aside pre-taxed monies up to 100% of includable compensation up to \$16,500 if under age 50, or up to \$22,000 for ages 50 and over for calendar year 2009. Neither the contributed amount nor any investment earnings gained on your investments are subject to Federal income taxes until they are withdrawn. Participation in the program is voluntary. Participants select a designated monthly amount to deduct from their paychecks and then select investment option from the portfolio provided by Hartford. The Deferred Compensation Plan is a supplemental retirement plan option in addition to the County retirement plan. Consequently, while you may stop your deductions at any time, you may not have access to the monies until you have separated from County service. To receive additional information about the Deferred Compensation Plan, please contact the Contra Costa County Employee Benefits Services Unit at (925) 335-1746 or Hartford directly at (888) 435-9670 ext. 100. **CREDIT UNION** – For more than 50 years, Contra Costa County Federal Credit Union has

been providing systematic savings and loans at low interest to Contra Costa County employees. For more information, please contact the Contra Costa County Federal Credit Union at (888) 387-8632. **DRUG/SMOKE FREE WORKPLACE** - Contra Costa County is a smoke-free workplace. It is also an objective of Contra Costa County to achieve a drug-free County workplace. Any applicant for County employment will be expected to behave in accordance with this objective because the use of illegal drugs is inconsistent with the laws of the State, the rules governing County employment and the special trust placed in its employees.

## PART 1

### DEFINITION OF TERMS

These terms used in these regulations shall have the meaning indicated below unless the context indicates otherwise.

101. "APPOINTING AUTHORITY" means the Department Head unless otherwise provided by statute or ordinance.

102. "CLASS" means a position or a group of positions sufficiently similar with respect to the duties and responsibilities, that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

103. "CLASS TITLE" means the designation given to a class, to each position allocated to the class, and to the employee allocated to the class.

104. "COUNTY" means the County of Contra Costa.

105. "DIRECTOR OF HUMAN RESOURCES" means the person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.

106. "ELIGIBLE" means any person whose name is on an employment, reemployment, or layoff list for a given class.

107. "EMPLOYEE" means a person who is an incumbent of a position or who is on leave of absence according to these rules and whose position is held pending return.

108. "EMPLOYMENT LIST" means a list of names of persons who have been found qualified for employment in a specific class.

109. "LAYOFF LIST" means a list of persons who have occupied positions allocated to a class in the merit system, and who have been involuntarily separated by layoff, displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have voluntarily transferred in lieu of layoff or displacement.

(Amended 12/02/97, Res. No. 97/651)

110. "MERIT BOARD" means the Merit Board of Contra Costa County.

111. "PERMANENT-INTERMITTENT POSITION" means any position which requires the services of an employee for irregular periods of time, as needed, paid on an hourly basis.

112. "PERMANENT PART-TIME POSITION" means any position which requires the services of an employee on a regularly scheduled basis less than full time.

113. "PERMANENT FULL-TIME POSITION" means any position which requires the full-time services of an employee.

114. "PERMANENT STATUS" means appointment to a position which must be confirmed by successful completion of the probationary period specified for the class.

115. "POSITION" means the duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.

116. "PROMOTION" means the change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied except as otherwise provided for in these rules or in ordinances or resolutions governing deep classifications.

117. "REALLOCATION" means the act of reassigning an individual position from one class to another class at the same range of the salary schedule, or to a class which is allocated to another range that is within five (5) percent of the top step except as otherwise provided for in these rules or in ordinances.

118. "RECLASSIFICATION" means the act of reassignment or change in allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the nature, difficulty, or responsibility of duties performed in the position.

119. "REDUCTION" is the demotion of an employee to another position in a class having a lower salary allocation at the top step than the class previously occupied by the employee or to a lower compensation level within the employee's salary range.

120. "REEMPLOYMENT LIST" means a list of persons who have occupied positions allocated to a class who have voluntarily separated and are qualified for consideration for reappointment under these rules.

121. "RESIGNATION" means the voluntary termination of permanent employment with the County.

122. "TEMPORARY EMPLOYMENT" means any employment which will require the services of a person for a limited period of time paid on an hourly basis.

123. "TRANSFER" means the change of an employee to another position in the same class in a different department, or to another position in a class which is allocated to a salary schedule the top step of which is within five (5) percent of the top step of the class previously occupied in the same or different department or as otherwise defined in deep class ordinances or resolutions.

## Marilyn Leedom

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**From:** Marilyn Leedom  
**Sent:** Monday, October 21, 2013 2:57 PM  
**To:** 'Lisa Driscoll'  
**Cc:** Karen Levy; Kurt Schneider  
**Subject:** Deputy Sheriff Recruit - Fixed Term  
**Attachments:** 21 - CCCERA Board Regulations - Revised 09.08.10 Complete.pdf

Lisa –

Absent specific direction from the Board, it appears that the Deputy Sheriff Recruit position is a temporary position and is properly excluded from membership under Board Regulations because it is a seven month “fixed term” position, which is probationary and does not necessarily lead to permanent employment as a Deputy Sheriff.

Under the CERL and the CCCERA Board Regulations, employees who are “temporary” are excluded from CCCERA membership. I’ve attached a copy of the Board Regulations for your review. The exclusion of temporary employees is covered under Section III.1.

A Memoranda of Understanding between the County and its employee organization does not change this analysis.

If you need further information, or have questions, please let me know.

Marilyn Leedom  
Retirement Chief Executive Officer  
CCCERA  
925-521-3960

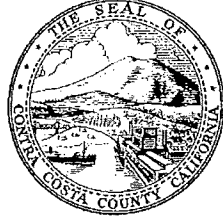
This message contains confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute, alter or copy this e-mail. Please notify the sender immediately by e-mail if you have mistakenly received this e-mail then delete this e-mail from your system. Any views or opinions presented are solely those of the author and do not necessarily represent those of the Contra Costa County Employees' Retirement Association.

## County Administrator

County Administration Building  
651 Pine Street, 10<sup>th</sup> Floor  
Martinez, California 94553-4068  
V-925-335-1085  
F-925-335-1098

**David Twa**  
County Administrator

## Contra Costa County



## Board of Supervisors

**JOHN M. GIOLA**  
1<sup>st</sup> District

**CANDACE ANDERSEN**  
2<sup>nd</sup> District

**MARY PIEPHO**  
3<sup>rd</sup> District

**KAREN MITCHOFF**  
4<sup>th</sup> District

**FEDERAL D. GLOVER**  
5<sup>th</sup> District

September 19, 2013

Marilyn Leedom, Retirement Chief Executive Officer  
Contra Costa County Employees' Retirement Association  
1355 Willow Way, Suite 221  
Concord, CA 94520

Re: Determination On CCCERA Membership For Classification Deputy Sheriff -Recruit-Fixed Term

Dear Ms. Leedom:

Please advise whether or not the classification Deputy Sheriff-Recruit-Fixed Term (6X7A) will be included in CCCERA general membership commencing January 1, 2012. In our view, the employees entering this classification should be included as of that date.

Persons in this classification do not have temporary employment with the County. (See Definition of "Temporary Employment" in the July 1, 2008-June 30, 2013 MOU between the County and the Deputy Sheriffs Association and the attached job description.) They are not hired into hourly positions for a limited period of time. As the attached job description reflects, recruits are in a non-sworn entry-level classification in the County's law enforcement series. As soon as persons in this classification complete their training, they move directly into the sworn Deputy Sheriff classification. Recruits serve an indefinite period of time in salaried, allocated permanent positions, first as Deputy Sheriff-Recruit Fixed Term and subsequently as Deputy Sheriffs.

Including the non-sworn classification Deputy Sheriff-Recruit-Fixed Term in CCCERA general membership also would be consistent with CCCERA's treatment of other non-sworn fixed term and training positions for purposes of retirement benefits. For example, the classifications Deputy District Attorney- Fixed Term (2KWD) and Exempt Medical Staff Resident Physician I (VP71) are both included in CCCERA general membership. It is appropriate to treat Deputy Sheriff- Recruit-Fixed Term the same way.

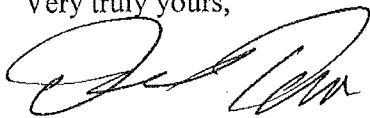
Placing the Deputy Sheriff-Recruit- Fixed Term classification in CCCERA general membership as of January 1, 2012, would not result in a prohibited retroactive enhancement of pension benefits for the affected employees. Rather, it would correct an error concerning the retirement benefits for Deputy Sheriff Recruits hired on or after December 6, 2011. On August 19, 2004, the County and the Deputy

Marilyn Leedom  
September 19, 2013  
Page Two (2)

Sheriffs Association agreed to the attached sideletter "Deputy Sheriff Recruit Change to Retirement Benefit." Subsequently, Recruits did not enter CCCERA general membership. In October 2008, the County adopted the attached "Side Letter Policy" which provides that if a sideletter is to be carried forward into subsequent years, it must be incorporated into the next MOU. At the time this policy was adopted, the County and the Deputy Sheriffs Association were in negotiations following expiration of the 2005-2008 MOU on June 30, 2008. The negotiations were protracted and did not conclude until adoption of the most recent MOU on December 6, 2011. When the most recent MOU was adopted, the above-referenced sideletter was not incorporated. Further, DSA MOU section 50 "Scope of Agreement and Severability of Provisions" specifies that the MOU constitutes the sole and entire agreement of the parties. Accordingly, as of December 6, 2011, the August 19, 2004 sideletter was no longer effective. All persons hired on or after December 6, 2011, into the classification Deputy Sheriff-Recruit-Fixed Term should have been included in CCCERA general membership. This should also apply to future Recruit classes.

We appreciate your review of this matter and look forward to receiving your determination.

Very truly yours,



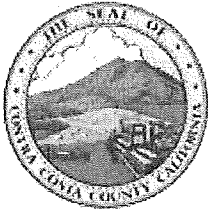
David Twa, County Administrator

cc: Ted Cwiek, Human Resources Director  
James Bickert

Attachments:

Deputy Sheriff-Recruit-Fixed Term job description  
Sideletter dated August 19, 2004  
Side Letter Policy dated October 2008





# DEPUTY SHERIFF- RECRUIT - FIXED TERM

Class Code:  
6X7A

Bargaining Unit: DSA - Deputy Sheriff's  
Non-Sworn Rank & File Unit

COUNTY OF CONTRA COSTA  
Established Date: Sep 1, 1980  
Revision Date: Jun 1, 1987

## **SALARY RANGE**

\$19.91 Hourly  
\$1,592.93 Biweekly  
\$3,451.34 Monthly  
\$41,416.08 Annually

## **DEFINITION:**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Class specifications are not intended to reflect all duties performed within the job.*

Under close supervision, to attend a California Peace Officer Standards and Training (P.O.S.T.) approved Basic Academy and to successfully complete the course of study necessary to gain peace officer status in the State of California.

## **DISTINGUISHING CHARACTERISTICS:**

Deputy Sheriff-Recruit is distinguished as an entry-level class in the County law enforcement series. Incumbents must successfully complete the P.O.S.T. Basic Academy in order to successfully complete probation as a Deputy Sheriff-Recruit and qualify for status as a Deputy Sheriff.

Incumbency in this class is limited to a period not to exceed SEVEN months and to those individual who have not completed a California P.O.S.T. certified Basic Peace Officer Academy within the last three (3) years.

## **MINIMUM QUALIFICATIONS:**

**License Required:** Possession of a valid California Motor Vehicle Operator's License.

**Education:** Possession of a high school diploma, G.E.D. Equivalency or a high school proficiency certificate.

**Citizenship:** United States citizen or a permanent resident alien who is eligible for and has applied for citizenship a minimum of one year ago.

**Age Requirement:** Must be 20.5 years of age at the time of appointment.

**Physical Requirement:** Ability to meet such health standards as may be prescribed by the County Medical Consultant.

**Visual Acuity:** 20/100 uncorrected each eye; corrected to 20/30 each eye.

**Hearing:** Must not have suffered a hearing loss of over 25 decibels in the 500, 1000 or 2000 frequency ranges.

**Background:** A thorough background investigation, which will include a report writing exercise, a polygraph examination and psychological testing, shall be conducted according to the specifications of the State of California Commission on Peace Officer Standards and Training; and shall not have been convicted of a felony in this state or any other state or in any federal jurisdiction, or of any offense in any other state or in any federal jurisdiction, which would have been a felony if committed in this state.

**KNOWLEDGES, SKILLS AND ABILITIES:**

**Ability to:**

- Read and understand course material offered while attending the P.O.S.T. Basic Academy
- Retain course materials
- Perform physical activities required at the Basic Academy

**TYPICAL TASKS:**

- Attends a California Basic Academy which includes those courses necessary to gain P.O.S.T. approved peace officer status
- May attend an orientation on operations within the Sheriff's Department

**SPEC HISTORY:**

**Established: September 1980**

**Revised: January 2007**

**Revised: March 2013**

Contra  
Costa  
County



## Human Resources Department

Administration Building  
651 Pine Street  
Martinez, CA 94553-1292

**DATE:** September 28, 2004  
**TO:** Bob Campbell, Chief Accountant  
**FROM:** Lisa Stephenson, Management Analyst  
**SUBJECT:** Side Letter Agreement – Deputy Sheriff Change to Retirement Benefit

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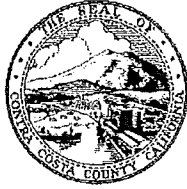
Pursuant to the attached side letter agreement between the Deputy Sheriffs' Association (DSA) and Contra Costa County, effective September 1, 2004, employees hired into the classification of Deputy Sheriff-Recruit (6X7A) will no longer be eligible to participate in the Contra Costa County Retirement System. Accordingly, please ensure that effective September 1, 2004, payroll deductions for retirement benefits cease for employees in the classification of Deputy Sheriff-Recruit (6X7A).

Thank you for your help in this matter.

cc: Kathy Ito, Labor Relations Manager  
Ron Jarrell, Undersheriff  
Stacey Sutter, Sheriffs Chief of Management Services

04 SEP 29 AM 11:45  
DIRECTOR DEPT  
HUMAN RESOURCES DIVISION

Contra  
Costa  
County



Human Resources  
Department

Administration Bldg.  
651 Pine Street  
Martinez, California 94553-1292

August 19, 2004

Mr. Gary Sly, President  
Deputy Sheriffs' Association  
1780 Muir Road  
Martinez, CA 94553

RE: Side Letter Agreement – Deputy Sheriff Recruit Change to Retirement Benefit

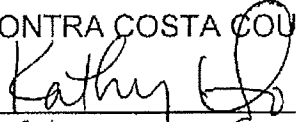
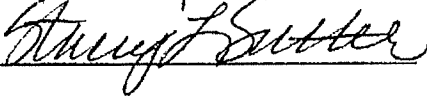
Dear Mr. Sly:

The following represents the understandings reached between Contra Costa County and the Deputy Sheriffs' Association regarding retirement benefits for employees in the classification of Deputy Sheriff - Recruit (6X7A).

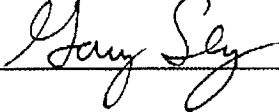
1. Effective September 1, 2004, employees hired into the Deputy Sheriff - Recruit (6X7A) classification, will no longer be eligible to participate in the Contra Costa County Retirement System. Accordingly, effective September 1, 2004, payroll deductions for retirement benefits will not be taken for employees in the classification of Deputy Sheriff – Recruit (6X7A).
2. Upon successful promotion to the classification of Deputy Sheriff (6XWA), employees will enter the Contra Costa County Retirement system. For retirement purposes, employees will be eligible to purchase service for time worked in the classification of Deputy Sheriff – Recruit (6X7A) subject to the rules and regulations set forth by the Contra Costa County Employees' Retirement Association.
3. This side letter does not alter any other benefits that may be received by employees in the classification of Deputy Sheriff – Recruit (6X7A) and is intended to only address retirement benefits.

If the foregoing conforms to your understanding, please indicate concurrence by affording your signature in the space provided below.

CONTRA COSTA COUNTY

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

DEPUTY SHERIFFS' ASSOCIATION

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,


  
Lisa Stephenson  
Management Analyst

cc: Kathy Ito, Labor Relations Manager  
Warren Rupf, Sheriff  
Ron Jarrell, Undersheriff  
Stacey Sutter, Sheriffs Chief of Management Services

**County of Contra Costa**  
**OFFICE OF THE COUNTY ADMINISTRATOR**  
**MEMORANDUM**

**DATE:** October 20, 2008

**TO:** Department Heads  
Departmental Personnel Officers

**FROM:** David Twa, County Administrator 

**SUBJECT:** Side Letter Policy

---

Attached is the County policy regarding development and approval of side letter agreements with our labor representatives. This policy outlines the process to be followed when a side letter to an approved Memorandum of Understanding is necessary.

Each Memorandum of Understanding (MOU) between the County and a labor union represents the parties' understanding concerning matters subject to meet and confer requirements. Though the parties to an MOU may mutually agree to modify the terms of an existing MOU, such modifications should not be commonplace. Side letter agreements entered during the term of an existing MOU should be limited to circumstances where urgent matters need to be addressed, clerical errors need to be corrected, language needs clarification, or existing practices need to be memorialized.

All side letters require the approval of the Board of Supervisors. Informal agreements made between the department and the employee organization will not be recognized.

Please refer to the attached policy, which is effective immediately.

Attachment

*cc: Board of Supervisors  
County Administrator's Office Staff  
Human Resources Department Staff  
All Employee Organizations*

# CONTRA COSTA COUNTY

## County Administrator's Office

**Subject: Side Letter Policy**  
**Effective: October 20, 2008**

### Purpose of Side Letters

The purpose of a side letter is to address urgent administrative or operational issues during the period that a Memorandum of Understanding (MOU) is in effect.

MOU's with any labor representative (Union) are agreements between the Union and the County and are subject to formal approval by the Board of Supervisors. Side letters are addenda to such MOUs and are, therefore, not effective until the Board of Supervisors has approved them.

Side letters are used for the following purposes:

- To correct clerical errors or clarify language during the period that an MOU is in effect.
- To memorialize agreements made during the meet and confer process regarding the interpretation of an MOU.
- To document existing practices excluded from an MOU.

Side letters are not to be used to address changes in compensation.

### Approval to Meet and Confer on a Side Letter Issue

A department must notify Human Resources (HR)-Labor Relations, immediately when an issue arises that requires meeting and conferring with a Union bargaining unit.

HR-Labor Relations, in consultation with the County Administrator's Office, will ascertain whether the potential impact of the meet and confer issue is countywide or limited to one or more departments.

If the issue will have a countywide or multidepartment impact, HR-Labor Relations will lead the meet and confer process and may, at its discretion, include representatives from impacted departments.

If the issue will impact only one department, the department may conduct the meet and confer process independently only after consultation with and approval by HR-Labor

Relations. Any proposed settlement must be reviewed and approved by HR-Labor Relations prior to finalizing a tentative side letter for Board of Supervisors' approval.

**Side Letter Approval Process**

1. All side letters must be reviewed by County Counsel prior to any tentative agreement by any departmental or HR representative.
2. Labor representatives, Human Resources, and any department involved in a meet and confer process must sign off on all side letters indicating a tentative agreement.
3. The Human Resources Director will request inclusion of the side letter agreement on a Board of Supervisors Closed Session agenda, when and if appropriate.
4. The tentative side letter agreement will be forwarded to the County Administrator's Office along with a Board Order requesting placement on the next available Board of Supervisors meeting agenda.
5. Any side letter approved by the Board of Supervisors will become effective the day following Board approval unless otherwise stipulated within the side letter.
6. All approved side letters will expire on the same date as the amended MOU and will be automatically extended if the MOU is extended.
7. If the side letter agreement is to be carried forward into subsequent years, it must be incorporated into the next MOU.
8. A side letter will not be recognized or implemented without appropriate signatures and final approval by the Board of Supervisors.
9. Copies of side letters will be maintained by the Human Resources Department.