

**Side Letter of Agreement
between
County of Santa Clara
&
County Employees Management Association**

The County of Santa Clara ("County") and the County Employees Management Association affiliated with Operating Engineers, Local No. 3 ("CEMA") agree to the following measures to incentivize new hires and lateral hires from other law enforcement agencies into sworn classifications employed in the Santa Clara County Sheriff's Office:

I. Referral Bonus:

- a. Any current CEMA represented employee of the Sheriff's Office who refers an employee, hired under the "lateral hire bonus" program as a peace officer pursuant to either California Penal Code Section 830.1(a) or 830.1(c), shall be paid a one-time, non-PERSable, lump-sum payment of \$5,000. The Referral Bonus shall be subject to all required payroll deductions and withholdings and shall be paid in compliance with the California Public Employees' Pension Reform Act (PEPRA) of 2013. An employee must be in an active employment status to receive payment. The funding for the Referral Bonus shall be administered by the County and the Referral Bonus may be terminated at the County's sole discretion for any reason, including but not limited to, funding being exhausted.
- b. In order for a current CEMA represented employee to be eligible for the Referral Bonus, the current CEMA represented employee must: 1) identify the referred employee hired under the "lateral hire bonus" program by name on a form provided by the Sheriff's Office no later than thirty (30) calendar days after the date the referred employee is hired by the Sheriff's Office; and 2) the referred employee hired under the "lateral hire bonus" program must successfully complete the Sheriff's Office's Field Training Officer program or Jail Training Officer program prescribed for that referred employee.
- c. Any Sheriff's Office employee providing either background investigation services or recruitment services is ineligible to receive a Referral Bonus unless an exception is authorized in writing by the Sheriff of Santa Clara County.

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All other terms and conditions of the MOA between the County and CEMA, effective from April 6, 2020 through June 23, 2024, are still in effect. This side letter of agreement shall terminate pursuant to Section I. a. If this side letter of agreement has not already been terminated before June 23, 2024, it shall expire on that date.

Date: _____

County of Santa Clara

CEMA

DocuSigned by:
U/S Ken Binder 1/2/2024
A86A08DAD08444...
Ken Binder
Undersheriff

DocuSigned by:
Lawrence Su 12/29/2023
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Lawrence Su
Business Agent

DocuSigned by:
Mitchell Buellbach 1/2/2024
313F8C6925CF4D7...
Mitchell Buellbach
Principal Labor Relations Representative

Approved as to Form and Legality:

DocuSigned by:
Michael J. Leon Guerrero 1/5/2024
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Michael J. Leon Guerrero
Office of the County Counsel Date

County of Santa Clara:

DocuSigned by:
James R. Williams 1/31/2024
74FGE0CB79FA478...
James R. Williams Date
County Executive

DocuSigned by:
Tony LoPresti 1/31/2024
CBB7207010D449D...
Tony LoPresti Date
County Counsel