

**Side Letter of Agreement  
between  
County of Santa Clara  
&  
Correctional Peace Officers' Association**

The County of Santa Clara ("County") and the Santa Clara County Correctional Peace Officers' Association, Inc. ("CPOA") agree to the following measures to incentivize lateral hires from other law enforcement agencies into classifications represented by the CPOA:

**I. Personal Leave Bank:**

- a. An employee hired by the Santa Clara County Sheriff's Office ("Sheriff's Office") 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 credited with 152 hours of paid personal leave on their date of hire. Such leave may be used by the employee for any lawful purpose he/she desires, provided that such leave shall be requested in writing and the employee shall receive prior written approval from the appointing authority, or his/her designee, prior to taking the personal leave.
- b. The personal leave bank of 152 hours shall be separate and distinct from the employee's STO bank accrual. There shall be no cash value assigned to the 152 personal leave hours. The 152 personal leave hours shall be used for authorized paid time off only. The personal leave bank shall expire on the last day on the 52<sup>nd</sup> pay period after the employee's date of hire. Any unused personal leave hours shall be eliminated. The employee shall not be allowed to cash out any unused personal leave hours.

**II. Lateral Hire Team Assignments and Vacation Bidding:**

- a. An employee hired by the Sheriff's Office under the "lateral hire bonus" program as a peace officer pursuant to California Penal Code Section 830.1(c) shall participate in lateral hire team assignments and vacation bidding.
- b. An employee hired under the "lateral hire bonus" program will be allowed to select their initial assignment on either A, B, C or D team upon their initial hire into the Sheriff's Office. Thereafter, the employee hired under the "lateral hire bonus" program will bid for their team assignment for either A, B, C and D teams based on their departmental seniority along with all other Sheriff's Correctional Deputies at the next regularly scheduled annual shift bid.
- c. An employee hired under the "lateral hire bonus" program will be allowed to select up to two (2) weeks of vacation in one (1) week blocks for the remaining calendar year in which they were hired using their Personal Leave Bank provided for in Section I of this side letter upon their initial hire into the Sheriff's Office. If the employee does not select vacation for either a one (1) or two (2) week block

of vacation, that time reserved for vacation bidding for employees hired under the “lateral hire bonus” program will NOT be allocated to Sheriff’s Correctional Deputies currently employed by the Sheriff’s Office for vacation bidding. All vacation bids by employees hired under the “lateral hire bonus” program will be assessed for operational impact by the management and must be approved in writing by the management before the vacation may be used. Thereafter, the employee hired under the “lateral hire bonus” program will bid for their vacation based on their departmental seniority along with all other Sheriff’s Correctional Deputies at the next regularly scheduled vacation bid sign up procedure.

### **III. Referral Bonus:**

- a. Any current sworn 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 employee to be eligible for the Referral Bonus, the current 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 Jail Training Officer (“JTO”) 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.

//

//

//

//

//

//

All other terms and conditions of the MOU between the County and CPOA, effective from October 16, 2023 through August 30, 2026, are still in effect. This side letter of agreement may be terminated at the County's sole discretion for any reason to include, but not limited to funding being exhausted. If this side letter of agreement has not already been terminated before August 30, 2026, it shall expire on that date.

Date: \_\_\_\_\_

### County of Santa Clara

DocuSigned by:  
U/S Ken Binder 1/10/2024

AABC408DAD98A44  
Kenneth Binder

Undersheriff

DocuSigned by:  
Asst. Sheriff David Sepulveda 1/10/2024

3FDD182D70744A8  
David Sepulveda

Assistant Sheriff

DocuSigned by:  
Mitchell Buellbach 1/11/2024

313FBC4925CF4D7  
Mitchell L. Buellbach

Principal Labor Relations Representative

### CPOA

DocuSigned by:  
James Hummer 1/10/2024

2748EQ2830C8481  
James Hummer

President

DocuSigned by:  
Shawn Du Fosse 12/29/2023

6209BA8BCED48F  
Shawn A. DeFosse

Labor Relations Consultant

Approved as to Form and Legality:

DocuSigned by:  
Michael J. Leon Guerrero 1/11/2024

876C10D1C8D2408  
Michael J. Leon Guerrero

Office of the County Counsel

Date

### County of Santa Clara

DocuSigned by:  
James R. Williams 1/31/2024

74FCE0CB79FA478...

James R. Williams

Date

County Executive

Tony LoPresti 1/31/2024  
Tony LoPresti Date  
County Counsel