

**MEMORANDUM OF UNDERSTANDING**  
**by and between the**  
**CITY OF ISSAQUAH, WASHINGTON**  
**and the**  
**ISSAQUAH POLICE OFFICERS' ASSOCIATION**

This Memorandum of Understanding (MOU) is entered into by and between the City of Issaquah (the "City") and the Issaquah Police Officers' Association (the "Association") in order to establish a hiring bonus for lateral police officers.

Definitions

As used herein, the following terms shall be defined as follows:

1. "Lateral Police Officer" or "Lateral Officer" shall mean any officer who meets the City's Civil Service definition of an experienced police officer.

Background

1. The parties have executed a collective bargaining agreement ("CBA"), valid until December 31, 2022.
2. The City of Issaquah is currently facing a high number of police officer vacancies, and vacancies are expected to continue due to anticipated turnover.
3. Lateral police officers require less training than entry level police officers since they are already commissioned officers with experience as full time law enforcement officers and are typically able to assume solo-patrol status in less than half the time it takes an entry-level recruit to attain that status.
5. The City wishes to remain competitive with other local jurisdictions by incentivizing lateral police officer applicants to apply with the City.
6. The parties reached agreement on the terms and conditions outlined below to implement a lateral police officer hiring bonus.

## Terms and Conditions

In consideration of the terms and conditions set forth herein and the mutual benefits to be derived, the parties agree as follows:

1. The City shall offer, without objection by the Association, a hiring bonus of \$16,000.00 to qualified lateral officers that are hired into the position of Police Officer for the City. This bonus will be paid in three installments: a) the first \$5,000.00 will be paid on the first paycheck following the officer's hire, b) a second \$5,000.00 will be paid the first or second paycheck following successful completion of the field training program, and c) the last \$6,000.00 will be paid the first or second paycheck following successful completion of the new hire's probationary period.
2. The Parties agree that any new hire that accepts this lateral officer hiring bonus will be required to pay back all of the hiring bonus should the new hire voluntarily leave employment or is terminated for cause before working three full years for the City. If the employee's voluntary resignation of employment is for reasons beyond the employee's control (e.g. injury or illness), the City Administrator may in his/her sole discretion waive all or part of the liability owed by the employee. Any such waiver must be approved in writing.
3. The City retains full authority to determine an annual budget for the lateral officer hiring bonus program. The number of lateral new hires in each year of implementation to receive the hiring bonus will be determined and based on the limitations of the budget established for the program and at the sole discretion of the City Administrator. All lateral hires will be offered the hiring bonus until that year's hiring bonus budget is depleted. When the hiring bonus budget for any particular year is depleted, the City will provide written notice to the Association. However, the City reserves the right to hire lateral police officers without offering them the hiring bonus if the City's hiring bonus budget for that year is already depleted. Neither the Association nor an officer hired without a lateral hiring bonus may grieve the lack of bonus given to any lateral hire as a result of budget restraints.
4. The City retains full authority to cease offering hiring bonuses at any time for any reason and without obligation to bargain the decision to end the program. In the event that the hiring bonus program is discontinued, the City's bargaining obligations shall be satisfied by providing notice and an opportunity to bargain impacts. Any money still owed to any officer under an agreement established prior to the cessation of the lateral officer hiring bonus program shall be paid according to the terms outlined under the agreement with that officer.
5. Employees who separate from City service and return to City employment shall not be eligible for the lateral officer hiring bonus.
6. Employees hired on or after January 1, 2021 but prior to City Council approval of the lateral signing bonus shall be eligible for a \$16,000 bonus upon successful completion of

the probationary period if: 1) the employee met the definition of a Lateral Officer when hired, 2) the employee has been in continuous service as a commissioned law enforcement officer with the Issaquah Police Department, and 3) the employee is in good standing. Acceptance of the lateral hiring bonus will be subject to the same repayment terms as described in Paragraph 2.

7. This new program shall have no precedential value for negotiations. Actions taken by the City to effectuate this MOU and program are not subject to Article 19, Grievance Procedure, of the Parties' Collective Bargaining Agreement.

8. The MOU becomes effective when signed by both parties. In all other respects the CBA between the parties shall remain in full force and effect.

This is the entire agreement between the parties. Any prior understandings, written or oral, are deemed merged with its provisions. This MOU may be amended only in writing with the express consent of the parties. Except as expressly set forth herein, the underlying CBA shall remain full force and effect.

Issaquah Police Officers' Association

City of Issaquah, Washington

DocuSigned by:

*Richard Leighton Barbin*

Leighton Barbin  
Acting President  
Date: 6/10/2021

DocuSigned by:

*Mary Lou Pauly*

Mary Lou Pauly  
Mayor  
Date: 6/10/2021