

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 referral bonus for lateral police officers and retention and training bonuses for existing employees.

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. The City wishes to incentivize retention of current police officers and to recognize the burden that ongoing training of new officers will require through the end of 2022.
4. The City also wishes to incentivize current officers to recruit lateral officers to the City. This is because lateral officers require less training than entry level police 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 parties reached agreement on the terms and conditions outlined below to implement a retention and training bonuses and referral bonuses.

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. In exchange for a commitment to help hire and train new employees and to retain employment as a commissioned law enforcement officer through December 31, 2022, the City shall offer a retention bonus of \$10,000.00 to employees who meet the following qualifications: 1) the employee is employed by the City as of the effective date of this MOU, 2) the employee has completed the Basic Law Enforcement Academy as of the effective date of this MOU, 3) the employee executes a repayment agreement, and 4) the employee did not receive a lateral officer hiring bonus. This bonus will be paid in two installments: a) the first \$5,000.00 will be paid on the first practicable paycheck following the effective date of this MOU, and b) a second \$5,000.00 will be paid on the January 10, 2023 paycheck.
2. The Parties agree that any employee that accepts this retention bonus will be required to pay back all of the retention bonus should the employee voluntarily leave employment or be terminated for cause before December 31, 2022. 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. In recognition of the increased training demands from the effective date of this MOU through December 31, 2022, the City shall offer a training program bonus for employees who meet the following qualifications: 1) the employee is employed by the City as of the effective date of this MOU and 2) the employee did not receive a lateral officer hiring bonus. For each hour spent training new employees, employees shall receive six percent (6%) of their base hourly rate of pay. Training includes but is not limited to such activities as: training new employees on department policies and systems, defensive tactics training, firearms training, crisis intervention training, DUI investigation training, records management training, field training for officers assigned as FTOs, and other similar activities. For employees certified as field training officers, all hours spent doing officially assigned FTO training shall remain at the four percent (4%) rate specified in Article A.8 of the CBA and shall be stackable with training program bonus pay. Additionally, field training officers may qualify for additional training hours for activities as described above. This provision shall not be subject to repayment should an employee separate from employment prior to December 31, 2022.
4. The City shall offer a referral bonus to employees who successfully refer lateral police officer candidates for hire. The referral bonus shall be paid in two installments: a) \$2500 upon hire of a referred lateral police officer candidate and b) \$2500 upon successful completion of the field training officer program by the referred candidate. In order to be eligible for a referral bonus:

- a. The referring employee must not participate in the selection process for the referred candidate.
 - b. The referring employee must not be a family member of the referred candidate. For purposes of this provision, "family member" shall have the same meaning as it does for the use of paid sick leave, as defined in the City of Issaquah Personnel Policies, Section 7.3.8.
 - c. The referring employee must not be the primary field training officer for the referred candidate.
 - d. The referring employee must be employed by the City as a commissioned law enforcement officer at the time that any referral bonus is paid.
 - e. Referred candidates cannot be current or former employees of the City of Issaquah in any capacity or current candidates for commissioned law enforcement positions as of the effective date of this MOU.
 - f. The referring employee must submit an email notice of referral to the Human Resources Department, HR@issaquahwa.gov no later than thirty (30) days after the referred employee is hired.
 - g. Only one referral bonus shall be paid for each referred candidate. In the event that multiple employees refer the same candidate, the bonus shall be split evenly between the referring employees.
 - h. Employees may receive referral bonuses for each referred candidate that meets the criteria above.
5. Unless specified to expire at an earlier date, the provisions of this MOU shall expire on December 31, 2022. The programs established in this MOU 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.
6. 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:

Kylen Whitton

Kylen Whitton

President

Date: 11/3/2021

DocuSigned by:

Mary Lou Pauly

Mary Lou Pauly

Mayor

Date: 11/3/2021