

Memorandum of Understanding
To the Agreement by and between
City of Kirkland and
Kirkland Police Guild Commissioned Staff

January 1, 2017 through December 31, 2019

This Memorandum of Understanding (MOU) is entered into to document the mutual agreement between the City of Kirkland, Washington, hereinafter referred to as the "Employer," and the Kirkland Police Guild – Commissioned Staff, hereinafter referred to as the "Guild. This MOU is supplemental to the 2017 – 2019 Collective Bargaining Agreement (CBA) and shall remain in effect for the duration of the successor 2020 – 2022 CBA.

The parties mutually recognize the importance of having a competitive stance in the current law enforcement labor market in order to attract lateral Police Officer applicants. Police Administration also desires to implement measures to assist in retaining current Officers. The Employer will implement a program to assist in achieving both of these objectives and recognize the efforts of employees who refer friends and associates to consider employment opportunities with the Kirkland Police Department.

The Employer will implement a Lateral Police Officer Hiring Bonus program comprised of two components. First, the City will pay a new Lateral employee a hiring bonus of \$16,000, to be paid in three installments as follows:

- \$5,000 to be paid on the first paycheck following the officer's hire
- \$5,000 to be paid after successful completion of the field training program
- \$6,000 to be paid upon successful completion of the probationary period

If the Employee voluntarily leaves employment or is terminated for cause before working three full years for the City, the Employee must repay the Hiring Bonus. These terms and conditions are set forth in the attached "City of Kirkland Police Department Lateral Police Officer Hiring Bonus Repayment Agreement."

Second, for each Lateral Police Officer hired during the calendar year, the Employer will fund a retention incentive account with \$16,000. The account total will be distributed at the beginning of the following year to eligible Commissioned employees. To be eligible to receive an equal share of this retention incentive (Total retention incentive amount / number of eligible employees), an employee must have completed five (5) years of employment as a KPD Commissioned Officer as of December 31st of that calendar year.

Example: KPD hires two lateral hires in 2019. The retention incentive account is funded with \$32,000. This total amount will be divided equally amongst KPD commissioned employees who have completed five (5) years of employment as noted above and are currently employed as of December 31, 2019.

In the event a Lateral Hire voluntarily leaves employment and is required to repay a portion of the hiring bonus, or is terminated for cause, the Employer will still in good faith fund the retention incentive account for the full \$16,000 and distribute the funds to eligible employees on one of the January paychecks.

Lateral Police Officer means entry into the Police Department by a new hire already trained and experienced in law enforcement at the Police Officer level. The lateral hire must have successfully completed a Police Basic Training Academy curriculum that meets Washington Administrative Code (WAC) 139-05-210 requirements and is recognized by the Washington State Criminal Justice Training Commission in their reciprocity summary. They must have a minimum of 12 months full-time service (current employment preferred) as a sworn municipal or county Officer. ~~The 12-month requirement starts upon graduation of an academy and subsequent certification.~~
Must be able to obtain a valid Washington State Driver's License by time of hire.

This is a pilot program and the City reserves the right to discontinue/or continue the Lateral Police Officer Hiring Bonus program at the conclusion of the 2020 – 2022 CBA.

The parties agree that nothing contained in this MOU creates a past practice and that the MOU is not precedent setting in any way.


Any dispute and/or conflict as to the meaning, application, and/or interpretation of any portion of this MOU shall be resolved through the grievance – arbitration provisions of the CBA.

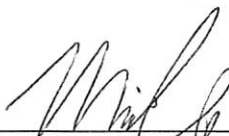
Signature in Counterpart and Facsimile Procedures: This MOU may be executed in counterparts and, when signed by all parties, shall be binding upon the parties. Transmission of this MOU by facsimile machine or email showing the original signature of a party shall be considered an original signature and shall be binding upon the signatory party.

This MOU is effective immediately upon signature by all representatives and the parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signatures of the applicable parties below:

City of Kirkland

Kirkland Police Guild
Commissioned Staff

By: 
Kurt Triplett, City Manager

By: 
Mike Lisenby, President

Date 5-24-19

Date 5-22-19



APPROVED AS TO FORM
Assistant City Attorney



LABOR RELATIONS REVIEW
Human Resources Director

COPY

City of Kirkland Police Department
Lateral Police Officer - Hiring Bonus Repayment Agreement

This Agreement is made on this ___ day of _____, 20___ between the City of Kirkland (City) and ("Employee").

WHEREAS, the Employee begins employment for the City in the Police Department ("Department") as a Police Officer who meets the City requirements for a Lateral Police Officer;

WHEREAS, the City has offered the Employee a Lateral Police Officer Hiring Bonus ("Hiring Bonus") as an incentive to accept employment at the City and remain satisfactorily employed in the Department for at least three full years;

WHEREAS, the Employee acknowledges that acceptance of the Hiring Bonus is voluntary and is not a condition of employment with the City;

WHEREAS, the Employee wishes to accept the Hiring Bonus offered by the City;

WHEREFORE, the City and the Employee agree to the following terms:

1. The City will pay the Employee a hiring bonus of \$16,000.00. This bonus will be paid in three installments:
 - a) the first \$5,000.00 will be paid on the first paycheck following the Employee's hire.
 - b) a second \$5,000.00 will be paid the first or second paycheck following successful completion by the Employee of the field training program.
 - c) the last \$6,000.00 will be paid the first or second paycheck following successful completion of the Employee's probationary period.
2. The City will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by law. Taxes will be withheld as bonus earnings from the Hiring Bonus and reported to the Internal Revenue Service as income on the Employee's Form W-2.
3. If the Employee voluntarily leaves employment with the Department or is terminated for cause before working three full years for the City, the Employee will repay the Hiring Bonus pursuant to the following schedule:

Date of Separation	Repayment Amount
<1 year from date of hire	100% of any bonus awarded over \$5,000.00
1 year to < 2 years from date of hire	67% of any bonus awarded over \$5,000.00
2 years to < 3 years from date of hire	33% of the amount awarded over \$5,000.00

4. If the Employee's voluntary resignation of employment is for reasons beyond Employee's control (e.g. injury or illness), the Department may in its sole discretion waive all or part of the liability owed by the Employee. Any such waiver must be approved in writing by the Chief of Police, the Human Resources Director and the City Manager.

Agreed to and Accepted:

By: _____
Lateral New Hire

By: _____
Chief of Police

Date: _____

Date: _____