

**ATTACHMENT**

**A**



## City of Bellevue Human Resources

October 25, 2018

Barak Carter  
President, Bellevue Police Officers' Guild  
227 Bellevue Way NE #51  
Bellevue, WA 98004

(sent via email to: [BCarter@bellevuewa.gov](mailto:BCarter@bellevuewa.gov))

**RE: Notice of new lateral police officer hire bonus program and request to bargain.**

Dear Barak,

This letter shall serve as notice of, and as a request to bargain the City's proposal to modify and replace the City's lateral police officer hire program with a new program that would provide \$16,000 to qualified lateral hires. This proposal builds upon the discussions that you have had regarding this issue with both Assistant Chiefs Carl Kleinknecht and Pat Arpin (at the time serving as Acting Chief). Key features of the proposal include:

- \$5,000 bonus upon hire that is never subject to recovery;
- \$5,000 bonus upon completion of the field training program, and;
- \$6,000 bonus upon completion of probation.

Enclosed with this letter, please find a proposed MOU between the City and Guild, the repayment agreement that lateral hires would be required to sign, and a copy of the form offer letter that would be extended to lateral hires.

Please review the MOU and enclosed documents. If the Guild agrees that what has been proposed here meets the Guild's needs and interests in this matter, please sign the MOU and return it to me. If the Guild requests to bargain over this issue, or if the Guild intends to waive bargaining over the issue, as it did with the last lateral new hire bonus program that the City implemented, please let me know as soon as possible, preferably this week.

This proposal will require Council approval. The procedural issues with seeking approval, known staffing issues that are causing strain and challenges to the bargaining unit, and as the City has received expressed interest from possible lateral hires regarding this bonus have all heightened the need for urgency in approval of this program. Therefore, the City would like to have this program rolled out as soon as possible to capitalize on the interest of possible candidates and to help alleviate the staffing issues that have been an expressed concern of the Guild. As such, the City intends to submit this program to Council on November 5, 2018.

The City is respectfully requesting that the Union either agree to the MOU or waive the right to bargain over the issue by November 1, 2018. Again, if the Guild would like to bargain the issue,

please let me know so that we can schedule time as soon as possible either this Friday, or Monday, Tuesday, or Wednesday of next week.

If you have any questions, please contact me at 425-452-7936 or at [mcsmith@bellevuewa.gov](mailto:mcsmith@bellevuewa.gov). I look forward to hearing from you soon.

Best Regards,



Matt Smith

HR Manager, Labor & Compensation

Cc: Carl Kleinknecht ([CKleinknecht@bellevuewa.gov](mailto:CKleinknecht@bellevuewa.gov))  
Bryan Hershberger ([BHershberger@bellevuewa.gov](mailto:BHershberger@bellevuewa.gov))

Enc.

**City of Bellevue Police Department**  
**Lateral Police Officer Hiring Bonus Repayment Agreement**

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Bellevue (City) and \_\_\_\_\_ (the "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 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 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 or is terminated for cause before working three full years for the City, the Employee will repay the Hiring Bonus pursuant to the following Repayment Schedule:

<b>Date of Separation</b>	<b>Repayment Amount</b>
<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 their 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:**

\_\_\_\_\_  
Stephen Mylett, Chief of Police  
(On behalf of the City of Bellevue)

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

\_\_\_\_\_  
Employee

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



# City of Bellevue ~ Employment Offer

---

Date

*Welcome to Our Award Winning City!*

Name

Address

City, State Zip

Dear Name,

Congratulations! We are pleased you have accepted our offer of employment for the Police Officer position within the Police Department.

## **Start Date/Salary**

Your first day of work is scheduled for Month, Day, Year and your starting base salary is \$Salary per month and you will also receive \$% per month for having a BA/BS degree commensurate with the Bellevue Police Officers Guild Contract.

As a lateral new hire you are eligible to receive a hiring bonus of \$16,000.00. Under this bonus program, you will receive \$5,000.00 on your first paycheck, a second \$5,000.00 installment after successful completion of the Field Training Officer program and the last installment of \$6,000.00 after successful completion of your probationary period. If you voluntarily leave employment within one year from your date of hire, you will be responsible for paying back 100% of the bonus awarded over \$5,000.00; if you voluntarily leave employment between one and two years from your date of hire, then you will be responsible for paying back 67% of the bonus awarded over \$5,000.00; if you voluntarily leave employment between two and three years from your date of the hire, you will be responsible for paying back 33% of the bonus awarded over \$5,000.00. You must agree as a condition to receiving this hiring bonus to execute the enclosed Lateral Police Officer Hiring Bonus Repayment Agreement.

You will be required to complete Orientation Training for the department. You will also be required to successfully complete the Washington State Basic Law Enforcement Equivalency Academy and successfully complete a one year probationary period.

If you drive your first day of employment, please park in the visitor parking and report to the Service First Counter on the main floor of city hall at 8:00 a.m. They will contact the PSU Sergeant in the Police Training Center.

## **Orientation**

The enclosed new hire packet has a number of forms that must be completed and turned into Human Resources on your first day of employment. We will ensure that we complete this processing with you in HR. Please note that due to immigration reform rules, we do require proof of eligibility to work in the United States. It must be presented on your first date of employment, so be sure to bring along any of the acceptable documents listed in the enclosed Form I-9, as well as your original or a certified copy of your Social Security card for number verification.

In addition, you are scheduled to attend the City's new hire orientation (*Bellevue Beginnings*) on Day, Month date, year from 8:00 am to 3:30 pm, at City Hall in the HR training room (3W-119).

## **Benefits**

The City of Bellevue offers competitive wages and benefits. You are eligible for merit increases and the following benefits: health insurance, holiday pay, vacation leave, sick leave, and three retirement plans. If you elect to take medical, dental and life insurance benefits, they will be effective on the **first of the month following the date of hire**.

Your new hire packet contains information on the variety of benefits provided and the choices you have as an employee to obtain the type of insurance coverage you need at affordable prices. Our Human Resources Department will provide you with all the necessary enrollment information.

Your signature below acknowledges you understand that the City of Bellevue does not participate in the Social Security Administration Program and you will not earn Social Security credits. Further, the Social Security Administration applies formulas containing offsets to take into account your employment with a non-participating employer. Offsets are described in Social Security Administration's Publication 05-10045 Windfall Elimination Provision and 05-10007 Government Pension Offset on their website at [www.ssa.gov/pubs](http://www.ssa.gov/pubs). However, as a City of Bellevue employee you will participate in the mandatory Washington State Department of Retirement Systems Plan, and eligible to participate in the voluntary Municipal Employee Benefit Trust (MEBT) retirement plan and 457 deferred compensation plan.

#### **Other Employment Information**

Your employment terms and conditions are outlined in the Police Guild contract. The City of Bellevue's Human Resources Policies and Procedures Manual (HR PPM) provides further information regarding employment status restrictions as well as rules and regulations applicable to your position and work performance. You may also request a printed copy from the Human Resources office. The manual is subject to change without advance notice, and the current version supersedes any prior versions.

Your signature below acknowledges your receipt of this information, and your understanding that you will be held accountable to uphold the standards outlined in the manual. You are advised to talk to your supervisor, department director or the Human Resources department if you have any questions regarding the manual.

I would like to encourage you to visit our City's website to further assist you with information regarding our City and the Bellevue community. We want your transition with the City of Bellevue to be successful and exciting. While our website can provide great information, please do not hesitate to contact Sergeant [Name] at 425 [number] should questions arise.

Again, congratulations and welcome to the City of Bellevue – and our Police Department Team. We look forward to having you join us!

Sincerely,

Stephen Mylett  
Chief of Police

\_\_\_\_\_  
Employee's Signature



Attachment – New Hire Packet & DRS Retirement Status Form – RCW 41.50 requires employers to solicit this information

cc: Human Resources Department

**MEMORANDUM OF UNDERSTANDING**  
**by and between**  
**CITY OF BELLEVUE, WASHINGTON**  
**And**  
**The BELLEVUE POLICE OFFICERS' GUILD**

---

**Lateral Police Officer Hiring Bonus Program**

---

WHEREAS, the City Manager, under HRPPM 3.5.3, has authorized the issuance of a hiring bonus to be offered to new hire lateral police officers as they are considered hard-to-fill vacancies;

WHEREAS, the Bellevue Police Department is facing a high number of police officer vacancies in the patrol unit;

WHEREAS, lateral police officers require less training than entry level police officers since they are commissioned officers with at least two consecutive years of experience as a full-time law enforcement officer 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; and

WHEREAS, the City wishes to remain competitive with other local medium-size police agencies by incentivizing lateral police officer applicants to apply to the City;

The City of Bellevue (City) and the Bellevue Police Officers Guild (BPOG) hereby agree to the following:

1. The City shall offer, without objection by the BPOG, 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 hiring bonus will be required to pay back a portion, excluding the initial \$5,000.00, of the hiring bonus should the new hire voluntary leave employment or is terminated for cause before working three full years for the City. Repayment of the hiring bonus will follow this repayment schedule:

<b>Date of Separation</b>	<b>Repayment Amount</b>
<1 year from date of hire	100% of hiring bonus awarded over \$5,000.00
1 year to < 2 years from date of hire	67% of hiring bonus awarded over \$5,000.00
2 years to < 3 years from date of hire	33% of hiring bonus awarded over \$5,000.00



MOU – Lateral Police Officer Hiring Bonus Program

The new hire will be required to sign an agreement to this repayment schedule upon offer and acceptance of employment with the City.

3. The City will evaluate the effectiveness of the lateral hiring bonus program after a full year has passed since implementation or after the 10<sup>th</sup> lateral officer is hired under this program, whichever occurs earlier.
4. If after this evaluation, the City determines the program has been effective in recruiting lateral new hires and the Department is still facing a staffing shortage, at the discretion of the City Manager and Chief of Police, the program may be extended beyond the first year of implementation if continued operation of the program is within the limitations of the adopted budget. The number of lateral new hires in each year of implementation to receive the hiring bonus will be determined based on the limitations of the Department's adopted budget for salaries & benefits, at the sole discretion of the Chief of Police.
5. This new lateral police officer hiring bonus program will supplant and replace any other lateral hiring bonus program offered by the City to laterally hired Police Officers. Any money still owed to any officer under any previous lateral bonus program, however, will be paid according to the terms of the prior program.
6. This new program shall have no precedential value for negotiations, any grievance, or administrative law matter. Actions taken by the City to effectuate this MOU and program are not subject to Article 26, Grievance Procedure, of the Parties' Collective Bargaining Agreement.
7. This MOU becomes effective when executed by the all parties.

**Agreed to and Accepted:**

\_\_\_\_\_  
Stephen Mylett, Chief of Police  
(On behalf of the City of Bellevue)

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

\_\_\_\_\_  
Barak Carter, President BPOG  
(On behalf of the Guild)

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

Approved as to Form:

\_\_\_\_\_  
Cindy Lin, Assistant City Attorney