

Memorandum of Understanding
By and between
City of Mount Vernon and
Mount Vernon Police Services Guild – Commissioned

This Memorandum of Understanding (MOU) is entered into to document the mutual agreement between the City of Mount Vernon, Washington, hereinafter referred to as the "City," and the Mount Vernon Police Services Guild - Commissioned Staff hereinafter referred to as the "Guild". This MOU is supplemental to the 2023 - 2024 Collective Bargaining Agreement (CBA) and shall remain in effect for the duration of the 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. The City also desires to implement measures to assist in retaining current officers. The City will implement a program to assist in achieving both of these objectives.

The City will implement a Lateral Police Officer Hiring Bonus program comprised of two components. First, the City will pay a new lateral police officer a hiring bonus of \$25,000, to be paid in three installments as follows:

- \$10,000 to be paid on the first paycheck following the officer's hire
- \$10,000 to be paid after successful completion of the field training program
- \$5,000 to be paid upon successful completion of the probationary period

Alternatively, the newly hired lateral police officer may choose to receive a \$20,000 bonus and a vacation bank of 80 hours. Under this scenario the bonus would be paid as follows:

- \$10,000 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
- \$5,000 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 Mount Vernon Police Department Lateral Police Officer Hiring Bonus Repayment Agreement."

Second, for each Lateral Police Officer hired during the calendar year, the City will fund a retention incentive account with \$25,000. The account total will be distributed at the beginning of the following year to post probationary Guild represented Commissioned employees and non-represented Lieutenants.

Commissioned Officer – 100% of the retention incentive account will be divided equally amongst the MVPD Commissioned Officers.

Example: MVPD hires two lateral hires in 2023. The retention incentive account is funded with \$50,000. One hundred percent (100%) of the account (\$50,000) will be divided equally amongst the post-probationary MVPD commissioned employees.

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 City will still in good faith fund the retention incentive account for the full \$25,000 and distribute the funds to eligible employees on the January 20, paycheck.

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 any time.

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.

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:



Jill Boudreau
Mayor, City of Mount Vernon

9/14/2023

Date



Ben Green, President
Mount Vernon Police Services Guild

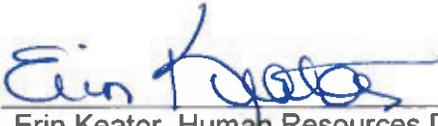
9/21/23

Date

Approved as to Form



Kevin Rogerson, City Attorney



Erin Keator, Human Resources Director
Labor Relations Review

ATTEST:



City Clerk

City of Mount Vernon Police Department
Lateral Police Officer - Hiring Bonus Repayment Agreement

This Agreement is made on this ___ day of _____, 20__ between the City of Mount Vernon (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 lateral entry police officer a hiring bonus of \$25,000; the bonus will be paid in three installments:
 - a) \$10,000 to be paid on the first paycheck following the officer's hire.
 - b) \$10,000 to be paid after successful completion of the field training program.
 - c) \$5,000 to be paid upon successful completion of the probationary period.

OR

2. The City will pay the lateral entry police officer a hiring bonus of \$20,000 and provide a vacation bank of 80 hours.
 - a) \$10,000 to be paid on the first paycheck following the officer's hire.
 - b) \$5,000 to be paid after successful completion of the field training program.
 - c) \$5,000 to be paid upon successful completion of the probationary period.
3. 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.
4. 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

5. If the Employee's voluntary resignation of employment is for reasons beyond the Employee's control (e.g. injury or illness), the City 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 Mayor.

By signing below, I choose Option 1 OR Option 2 and agree to the repayment schedule outlined above.

Printed Name - Lateral New Hire

Chief of Police

Date

Signature Lateral New Hire

Date