



AGENDA # 10

## Staff Report

*Approved 7/22/14*

TO: Honorable Mayor and Members of the City Council

FROM: David M. Brown, Chief of Police; *Laufa Ireland*, Human Resources Manager; Wally Hill, City Manager *Wally Hill*

DATE: July 22, 2014

RE: **HPOA Side Letter - Police Officer Recruitment**

### **RECOMMENDED ACTION:**

Approve the Side Letter of Agreement with the Hemet Police Officers Association to amend the MOU (Article 3.14) to increase the amount of the recruitment incentive for experienced lateral police officers to \$10,000 and reduce the years of experience required from three to two.

### **BACKGROUND:**

Police departments in Southern California continue to compete for limited number of qualified police officer candidates to fill their ranks. The Hemet police department has carried an average of 7 vacant police officer positions over the past 3 years. Many of these vacancies were created by service retirements and officers transferring to other departments during the recession.

Pursuant to the Meyers-Millias-Brown Act, the City and the HPOA have met and conferred and agreed to the amendments.

### **ANALYSIS:**

Since the city council's adoption of Project H.O.P.E. (Hemet's Option for Policing Excellence) in July 2013, police officer retention has improved greatly. Of the three (3) experienced officers who left the department during that time, only one transferred to a local department as opposed to seven (7) transferring to local departments the previous year. Filling the department's police officer vacancies is key component to the success of Project H.O.P.E.

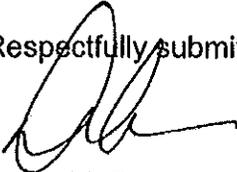
With the improved retention and stability created by the city council's policy decisions, it is our strong belief that the Hemet Police Department represents an attractive career choice for experienced police officers. We anticipate the increased Lateral Officer Recruitment Bonus, coupled with an aggressive recruitment campaign, will result in a significant increase in lateral officer applications.

**Staff Report, Police Officer Recruitment Incentive Program, Page 2**

**FISCAL IMPACT:**

Based on the analysis of the previous fiscal year (13/14) the department believes the increased recruitment incentive can be funded with existing budget, primarily using the savings from vacant positions to fund the incentives.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. M. Brown', written over the text 'Respectfully submitted,'.

David M. Brown  
Chief of Police

**Side Letter of Agreement  
Between the City of Hemet  
and the Hemet Police Officers Association (HPOA)**

This Agreement is entered into between the City of Hemet (City) and the Hemet Police Officers Association (HPOA) pursuant to the provisions of the Meyers-Millas-Brown Act (MMBA).

The City and HPOA are parties to a Memorandum of Understanding (MOU) regarding the terms and conditions of employment for the Hemet Police Officers Bargaining Unit that is effective for the period from July 1, 2013 up to and including June 30, 2016.

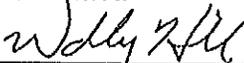
Pursuant to the MMBA, the City and HPOA have met and conferred and agreed to amend Article 3.14 of the MOU as follows:

**3.14 Recruitment Bonus for New Hires**

- (a) A full-time unit member who is hired laterally, who has at least two (2) years of service as a sworn police officer, and who has not worked for the City for a period of at least eighteen (18) months, is eligible to receive a one-time signing bonus in the amount of ten thousand dollars (\$10,000).
- (b) The one-time signing bonus is to be paid fifty percent (50%) at the time of hire, and fifty percent (50%) at successful completion of probation. Pursuant to the City's Personnel Rules, Article 11.1, the probationary period shall be twelve (12) months for Police employees, unless the employee is notified in writing of a longer period in accordance with Section 11.3 of the Personnel Rules.
- (c) Payment is contingent upon the unit member's execution of a written service agreement agreeing to repay the bonus under specified terms (see sample Agreement in Appendix A). A unit member who fails to complete the specified period of service shall be indebted to the City and shall repay the bonus on a pro-rata basis under established procedures set forth by 5 Code of Federal Regulations, Part 550, Subpart K. The amount to be repaid shall be determined by providing credit for each full month of employment under the service agreement. Repayment shall not be required for a unit member whose service is not completed as a result of an involuntary termination or separation on or before the employee's completion of three (3) years of service. The City Manager, may, waive repayment if recovery is determined to not be in the City's best interests; such determinations must be in writing, with a copy sent to Human Resources.

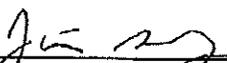
**APPROVALS**

**City of Hemet:**

  
\_\_\_\_\_  
Wally Hill, City Manager

7-15-14.  
\_\_\_\_\_  
Date

**Hemet Police Officers Association (HPOA):**

  
\_\_\_\_\_  
Jamie Gonzalez, HPOA President

7-14-14  
\_\_\_\_\_  
Date

**APPENDIX A**

**SERVICE AGREEMENT FOR RECRUITMENT BONUS**

1. I AGREE that, by accepting this recruitment bonus in the amount of ten thousand dollars (\$10,000), to be paid fifty percent (50%) at the time of hire, and fifty percent (50%) at successful completion of probation, in order to be eligible for the full recruitment bonus, I must serve at least three (3) years for the City of Hemet from my date of hire.
  
2. I AGREE to repay this recruitment bonus on a pro-rata basis, if I do not fulfill the terms of this service agreement, unless my employment is terminated involuntarily or a waiver is granted pursuant to the terms of Article 3.14, a copy of which has been provided to me. The amount to be repaid shall be determined by providing me with credit for each full month of employment that I have served.

Employee: \_\_\_\_\_

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