

CITY COUNCIL POLICY 3-1-4

DISTRIBUTION: City Manager, all departments

SUBJECT: Muskogee Police Department Recruiting and Hiring Incentives

APPLICATION: Applies to employees all employees of the City of Muskogee (except as may be provided differently under the terms of a collective bargaining agreement (cba) and/or associated cba prevailing practices).

PURPOSE: To govern the provisions of recruiting incentives for newly hired uniformed employees of the Muskogee Police Department and referral incentives for other employees, as allowed. This policy specifies the timing of payments and factors used in determining incentive amounts. This incentive is a sum or sum(s) of money which is paid to an employee with the sole objective of incentivizing the employee who is receiving the money to accept and continue employment with the City of Muskogee Police Department.

BACKGROUND: In recent years, recruiting for uniformed Police Officers has been difficult in all areas of the country and the difficulty continues to grow, with Muskogee feeling the effect. Hiring for police officers is costly and invasive, compared to other positions in the City and many candidates struggle to meet the minimum hiring standards. In addition, various events in the United States have caused a growing distrust of law enforcement among some segments of society, making law enforcement an undesirable career. Prior to, and including 2014, the Muskogee Police Department sent out over 100 letters per testing process to candidates who applied for the position of Police Officer. In recent years, that number has continued to decline. In 2018, we sent out only as many as 56 letters to applicants for the testing process and the number of applications received continues to decline.

A. CLEET Certified Eligibility

CLEET certified officers applying for, and being hired into, the position of Police Officer will be eligible for a \$10,000 incentive above and beyond their regular salary. The incentive will be paid in the following increments:

1. \$5,000 will be paid on the first normal pay period after the CLEET certified officer is formally hired.
2. \$2,500 will be paid on the first normal pay period after successful completion of the department's Field Training Program.
3. \$2,500 will be paid on the first normal pay period after the employee has completed one year of employment with the Muskogee Police department.

B. Out of State Certified Eligibility

Certified officers from other states applying for the position of, and being hired into, the position of Police Officer will be eligible for a \$10,000 incentive above and beyond their regular salary. The incentive will be paid in the following increments:

1. \$5,000 will be paid on the first normal pay period after the certified officer is formally hired.
2. \$2,500 will be paid on the first normal pay period after receiving the Oklahoma CLEET certification and after completion of the department's Field Training Program.
3. \$2,500 will be paid on the first normal pay period after the employee has completed one year of employment with the Muskogee Police Department.

C. Non-CLEET Certified Eligibility

Civilians applying for the position of, and being hired into, the position of Police Officer and are not already CLEET certified will be eligible for a \$5,000 incentive above and beyond their regular salary. The incentive will be paid in the following increments:

1. \$1,250 will be paid on the first normal pay period after the person is formally hired.
2. \$1,250 will be paid on the first normal pay period after the successful completion of the department's Field Training Program.
3. \$2,500 will be paid on the first normal pay period after the employee has completed one year of employment with the Muskogee Police department.

D. Referral Incentive

Employees who refer a potential officer candidate to the Muskogee Police Department and that candidate is hired and successfully completes the department's Field Training Program will be eligible for a \$1,500 referral incentive.

1. The candidate must indicate that he/she was referred by a specific employee at the beginning of the application process and the employee's name must be included on the candidate's application prior to the application being submitted to the Human Resources Department.
2. Only one employee may receive the \$1,500 referral incentive for each successfully hired candidate.
3. There is no limit on the number of officer candidates an employee can refer and receive incentive.
4. Incentives shall only be distributed to active fulltime employees.

E. Responsibilities of the Employee

The employee is responsible for agreeing to and signing a written agreement (Exhibit A) and Promissory Note (Exhibit B) between the City of Muskogee and the employee and assuring understanding of and agreement to the following:

1. Employee must maintain employment at the City of Muskogee for a minimum of five (5) years from the date of hire. If the employee is unable to satisfy the five

(5) year minimum requirement and is terminated or voluntarily leaves employment for any reason before that point, the employee is responsible for the repayment of the pro-rated portion of the sign-on incentive that was paid. For example, if the employee completes twenty-four full months of service, the employee must repay 60% of the total incentive (100%-1.67% for each full month of employment completed).

F. Tax Provisions

The City of Muskogee makes no representation of any kind whatsoever regarding the tax consequences to participants of payments made herein. The City shall withhold taxes and other obligations, such as garnishments, from the payment amount to the extent required by state or federal law.

G. Rehire Provisions

This recruiting incentive will not apply to any person who is employed by the Muskogee Police Department, or rehired by the Muskogee Police Department, on or after the effective date of this policy.

H. Terms of Policy

This policy will be utilized at the discretion of the City Manager as deemed appropriate based on the recruiting needs of the Muskogee Police Department. When deemed necessary, the City Manager, or his designee, will place the information of the incentive structure on the job posting and provide notice to all employees that the policy is active for purpose of Sections A-D above. The City Manager will set a policy activation date and the incentive will remain active until the City Manager determines the incentive is not needed or funding is not available. All dates will be maintained by the Human Resources Department.

REFERENCES: N/A

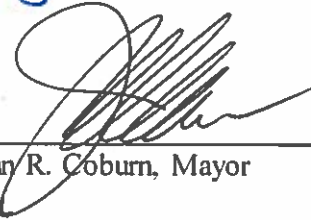
EFFECTIVE DATE: January 18, 2019

RESCISSION: This policy rescinds and supersedes any prior policy in conflict herewith

RESPONSIBILITY DEPARTMENT: Human Resources

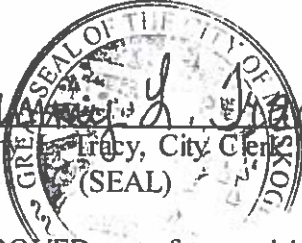
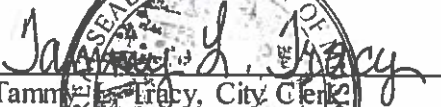
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PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE,
OKLAHOMA, THIS 28 DAY OF January, 2019.




John R. Coburn, Mayor

ATTEST:

Tammy L. Tracy, City Clerk
(SEAL)

APPROVED as to form and legality this 28 day of January, 2019.



Roy D. Tucker
City Attorney

Recruiting and Hiring Incentive Agreement

This Recruiting and Hiring Incentive Agreement (the "Agreement") is entered into by and between the City of Muskogee (the "City") and the employee (the "Employee") (collectively, the "Parties").

The City of Muskogee agrees to pay the Employee an incentive of up to \$10,000 for CLEET Certified candidates, \$10,000 for out of state Certified candidates or \$5,000 for non-certified candidates. This incentive is subject to all required taxes and withholdings, as required by law.

The Parties agree the payments are incentives the Employee will earn by completing various stages of employment by the City within the first twelve months following the hire date.

Repayment of incentive. Employee agrees to repay to the City all or a prorated amount of the incentive, according to the following terms:

(a) Repayment due to termination of employment. If Employee's employment with the City terminates less than five (5) years after the hire date, Employee agrees to repay the full amount of the incentive, less 1.67% for each full month of employment completed. Employee agrees that repayment obligations under this Agreement are not reduced by completion of partial months of employment other than as stated in this Agreement. The Employee further agrees they will repay the incentive by no later than the effective date of the employment termination, and that any outstanding balance on such repayment obligations is delinquent and immediately collectable the day following the effective date of termination.

(b) Repayment forgiveness. The City agrees to forgive any repayment due under this Agreement where the City terminates the Employee's employment due to a City-or department-wide reduction in force. The City, may also, in its sole discretion, forgive any repayment due under this Agreement under circumstances of an extraordinary or unavoidable nature. The Parties agree the Employee's voluntary termination of his/her employment, or the City's termination of the Employee's employment for any reason other than those stated in this section, are not conditions requiring forgiveness of any repayment due under this Agreement.

No Guarantee of Continued Employment. Nothing in this Agreement guarantees employment for any period of time.

Consent to Withhold. Employee agrees that any repayment due under this Agreement may be deducted to the extent permitted by law from any amounts due to the Employee at the time of employment termination, including wages, accrued annual leave, incentive compensation payments, and hereby expressly authorizes such deduction(s).

Acknowledgement and Integration. Employee understands he/she has the right to discuss this Agreement with any individual, and that to the extent desired, he/she availed him/herself of this

opportunity. Employee further acknowledges that he/she has carefully read and fully understands the provisions of this Agreement, and that he/she is voluntarily entering into it without any duress or pressure from the City. Employee also understands and acknowledges that this Agreement is the entire agreement between him/her and the City with respect to this subject matter, and Employee acknowledges that the City has not made any other statements, promises or commitments of any kind (written or oral) to cause Employee to agree to the terms of this Agreement.

Severability. The Parties agree that should any provision of this Agreement be declared or determined by any court to be illegal, invalid or unenforceable, the remainder of the Agreement shall nonetheless remain binding and enforceable and the illegal, invalid or unenforceable provision(s) shall be modified only so much as necessary to comply with applicable law(s).

Employee:

City:

Signature

Witness

Printed Name

Title

Date

Date

City of Muskogee Police Department Promissory Note

The City of Muskogee requires individuals who receive a hiring incentive to sign a promissory note to repay the City of Muskogee for the recruiting incentive they receive, if the Officer leaves the Muskogee Police Department prior to completing five years of service.

This is an agreement between the City of Muskogee and the individual signing this Promissory Note. Under no circumstances shall the City of Muskogee, or any law enforcement agency, be held liable by the individual signing this Promissory Note for any default, breach in terms of conditions, or payment due under this Promissory Note.

For purposes of explanation of the "Promissory Note" the following definitions apply:

1. A Promissory Note ("the Note") is a written promise to pay a specific amount of money in accordance with the terms and conditions stated in the note.
2. Following the official start date of the employee, the employee receives a credit of 1.67% for each month of completed service against the money owed under this Note. This reduction includes, but is not limited to, regular days off, vacation, sick time and injury leave. As long as the Officer continues to work, the amount of money due under the Note continues to decrease. If the Officer works continuously for the City of Muskogee Police Department for the full five (5) years, as required, the Officer will not owe any money under the Note.
3. If the Officer leaves the Muskogee Police Department before the full five (5) year requirement, the Note will be due and the Officer will owe to the City of Muskogee the amount left on their Note. Each full month of employment will satisfy 1.67% of the Note. For example, if an individual works thirteen (13) full months, then for any reason other than those allowed by policy, leaves employment, the Officer will owe forty-seven (47) months, or 78.49%.
4. If the Officer leaves employment before the required five (5) years and does not pay off the money due under the Note, and does not repay the Note as agreed, the City of Muskogee can file suit in District Court to enforce the Promissory Note. If the City of Muskogee obtains a judgement, the City may take action to collect any judgement.
5. The City agrees to forgive any repayment due under this Agreement where the City terminates the Employee's employment due to a City-or department-wide reduction in force. The City, may also, in its sole discretion, forgive any repayment due under this Agreement under circumstances of an extraordinary or unavoidable nature. The Parties agree the Employee's voluntary termination of his/her employment, or the City's termination of the Employee's employment for any reason other than those stated in this section, are not conditions requiring forgiveness of any repayment due under this Agreement.
6. Oklahoma law requires that a Promissory Note contain certain legal, technical language. You may want to consult with your attorney before signing this Note. The City of Muskogee cannot give individuals legal advice.

7. In the Promissory Note, the terms "I" or "me" refer to the person who signs the note. In Oklahoma law, the person who signs the note is known as the "Maker", so any reference in the Note or in correspondence to "Maker" is a reference to the person who signs the Note.

Promissory Note

This Promissory Note is an agreement between the City of Muskogee and the individual signing this Promissory Note, who will be referred to as "I" or "Me" or "Maker."

This Note is made and signed by _____,

This Note is signed on this ____ day of _____, 20____.

I, _____, commit to repay the City of Muskogee 1.67% for each full month of unfulfilled service if I leave the City for any reason, except as those allowed by policy, before the required five (5) year commitment is complete.

MAKER'S NAME AND MAILING ADDRESS (PRINTED)

MAKER'S PHONE NUMBER (WITH AREA CODE)

Signed this ____ day of _____, 2____

(Signature of Maker)

(Printed name of Maker)

State of Oklahoma

County of _____

Subscribed and sworn to before me this ____ day of _____, 2____

by _____ (the Maker) who acknowledged the same as his or her voluntary act.

Notary Public

My commission number is _____

My commission expires _____