



**CITY OF HAYWARD
HIRING BONUS AGREEMENT
LATERAL OFFICER**

This Agreement is made between the CITY OF HAYWARD (“City”) and
_____ (“Employee”).

WHEREAS the Employee begins employment with the City in the Police Department (“Department”) for the first time as a POLICE OFFICER who meets the City requirements as a Lateral Officer;

WHEREAS the Department wishes to bestow upon the Employee a hiring bonus (“Hiring Bonus”) as an incentive for the Employee to accept employment at City and remain satisfactory employed in the Department for at least three (3) full years;

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

1. City, acting through the Department, agrees to bestow upon the Employee the amount of \$10,000 as a Hiring Bonus in return for the Employee accepting City’s offer of employment. This amount shall be paid directly to the Employee on the Employee’s paycheck as follows:

- a. 25% paid upon successful completion of the testing process and accept a final offer of employment (to be paid on first pay period of employment).;
- b. 25% paid upon successful completion of Field Training Program;
- c. 25% paid upon successful completion of Probationary Period;
- d. 25% paid upon two (2) years after the completion of Probationary Period.

2. City will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld as bonus earnings from the Hiring Bonus and reported to the Internal Revenue Service as income on the Employee’s W-2. **The Hiring Bonus is not considered “salary” and shall not be included for the purposes of retirement benefit calculations or salary increases.**

3. Department will adhere to all relevant City and Department policies during the hiring process and in making bonus payments to employees.

4. In return for accepting the Hiring Bonus as provided in paragraphs 1 and 2 above, the Employee agrees to work for the Department, on a regular and full-time basis for at least 3 years beginning on _____ and ending on _____. Should the Employee resign, quit, or be terminated for cause before the above stated ending date the Employee shall repay a prorated amount of the Hiring Bonus as provided for in the following paragraphs.

5. The Employee's failure to remain employed by the Department for three years, will trigger the Employee's duty to repay, pro-rata, the amount paid by the Department pursuant to paragraph 1, above. (This amount may be more than the Employee received due to tax or other withholdings.) For example, if the Employee leaves one year prior to the end date, he/she will repay 12/36 of such amount. To facilitate the repayment, the Employee, by signing below, expressly gives City a lien on all his/her salary, wages, and other sums payable to him/her by City. In addition, the Employee hereby authorizes City to withhold all amounts so due from any sum payable to the Employee by the Department and City. The Employee also agrees that any tax consequences borne as a result of the repayment of the Hiring Bonus or any portion thereof will be the sole and exclusive responsibility of the Employee.

6. If the Employee fails to remain Employed by the Department for three years for reasons beyond his/her control (e.g. injury, illness or death), other than just cause termination, 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 Employee's Department Head, the Director of Human Resources and the City manager.

7. In the event the employee is unable or unwilling to work, is taken off work, or is placed on leave of absence at any time during the period that this Agreement is effective, any payment owed or due to be owed to Employee shall be delayed the same amount of time as the Employee remains off work. For purposes of this section, any period in excess of 10 consecutive days that the Employee does not work during the time period of the Agreement shall delay the bonus payment periods owed to Employee by this Agreement.

8. In the event the Employee leaves the Department to work at another Department within City during the three-year period noted above, the Department and the Department to which the employee is transferring ("New Department") shall negotiate in good faith for the re-payment, pro-rata, of the Hiring Bonus by the New Department. Unless the New Department affirmatively agrees to reimburse the Department for the pro-rated portion of the Hiring Bonus, the Employee remains responsible for repaying the Department.

9. If any part of this Agreement is found to be invalid or unenforceable, the other parts shall remain valid and enforceable and Employee agrees, represents, and warrants that he/she will be held to any applicable repayment of Hiring Bonus.

BY SIGNING BELOW, the Employee certifies that he/she has not accepted a financial incentive for accepting employment at City, other than described in this Agreement.

IN WITNESS THEREOF:

By: _____ Date: _____
Employee

By: _____ Date: _____
Chief of Police

By: _____ Date: _____
City Manager

Attest:

By: _____ Date: _____
City Clerk

Approved as Form:

By: _____ Date: _____
City Attorney