



# CITY OF KIRKLAND

## CITY COUNCIL

Amy Walen, Mayor • Jay Arnold, Deputy Mayor • Dave Asher • Shelley Kloba  
Doreen Marchione • Toby Nixon • Penny Sweet • Kurt Triplett, City Manager

### *Vision Statement*

*Kirkland is one of the most livable cities in America. We are a vibrant, attractive, green and welcoming place to live, work and play. Civic engagement, innovation and diversity are highly valued. We are respectful, fair, and inclusive. We honor our rich heritage while embracing the future. Kirkland strives to be a model, sustainable city that values preserving and enhancing our natural environment for our enjoyment and future generations.*

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## AGENDA

### KIRKLAND CITY COUNCIL MEETING

#### City Council Chamber

#### Tuesday, June 7, 2016

#### 6:00 p.m. – Study Session

#### 7:30 p.m. – Regular Meeting

COUNCIL AGENDA materials are available on the City of Kirkland website [www.kirklandwa.gov](http://www.kirklandwa.gov). Information regarding specific agenda topics may also be obtained from the City Clerk's Office on the Friday preceding the Council meeting. You are encouraged to call the City Clerk's Office (425-587-3190) or the City Manager's Office (425-587-3001) if you have any questions concerning City Council meetings, City services, or other municipal matters. The City of Kirkland strives to accommodate people with disabilities. Please contact the City Clerk's Office at 425-587-3190. If you should experience difficulty hearing the proceedings, please bring this to the attention of the Council by raising your hand.

**EXECUTIVE SESSIONS** may be held by the City Council only for the purposes specified in RCW 42.30.110. These include buying and selling real property, certain personnel issues, and litigation. The Council is permitted by law to have a closed meeting to discuss labor negotiations, including strategy discussions.

**PLEASE CALL 48 HOURS IN ADVANCE** (425-587-3190) if you require this content in an alternate format or if you need a sign language interpreter in attendance at this meeting.

**ITEMS FROM THE AUDIENCE** provides an opportunity for members of the public to address the Council on any subject which is not of a quasi-judicial nature or scheduled for a public hearing. (Items which may not be addressed under Items from the Audience are indicated by an asterisk\*.) The Council will receive comments on other issues, whether the matter is otherwise on the agenda for the same meeting or not. Speaker's remarks will be limited to three minutes apiece. No more than three speakers may address the Council on any one subject. However, if both proponents and opponents wish to speak, then up to three proponents and up to three opponents of the matter may address the Council.

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION*
  - a. Joint Meeting with the Park Board
4. *EXECUTIVE SESSION*
5. *HONORS AND PROCLAMATIONS*
  - a. International Community School Appreciation Proclamation
6. *COMMUNICATIONS*
  - a. *Announcements*
  - b. *Items from the Audience*
  - c. *Petitions*
7. *SPECIAL PRESENTATIONS*
  - a. Kirkland Youth Council:
    - (1) Honoring the Kirkland Youth Council 2016 Graduating Class
    - (2) 2016 Eileen Trentman Memorial Scholarship Recipient

**\*QUASI-JUDICIAL MATTERS**

Public comments are not taken on quasi-judicial matters, where the Council acts in the role of judges. The Council is legally required to decide the issue based solely upon information contained in the public record and obtained at special public hearings before the Council. The public record for quasi-judicial matters is developed from testimony at earlier public hearings held before a Hearing Examiner, the Houghton Community Council, or a city board or commission, as well as from written correspondence submitted within certain legal time frames. There are special guidelines for these public hearings and written submittals.

**ORDINANCES** are legislative acts or local laws. They are the most permanent and binding form of Council action, and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after the ordinance is published in the City's official newspaper.

**RESOLUTIONS** are adopted to express the policy of the Council, or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

**PUBLIC HEARINGS** are held to receive public comment on important matters before the Council. You are welcome to offer your comments after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment and the Council proceeds with its deliberation and decision making.

**NEW BUSINESS** consists of items which have not previously been reviewed by the Council, and which may require discussion and policy direction from the Council.

b. Spring 2016 Employee Service Award Recognition

8. *CONSENT CALENDAR*

a. *Approval of Minutes:* (1) May 17, 2016  
(2) May 24, 2016

b. *Audit of Accounts:*  
    *Payroll*     \$  
    *Bills*        \$

c. *General Correspondence*

d. *Claims*

e. *Award of Bids*

(1) City Hall South Parking Lot – Pre-Award

f. *Acceptance of Public Improvements and Establishing Lien Period*

(1) 6<sup>th</sup> Street South Sidewalk Project, Kamins Construction, Bothell, WA

g. *Approval of Agreements*

(1) Ratification of 2015-2017 AFSCME Local 1837 Collective Bargaining Agreement

h. *Other Items of Business*

(1) Human Services Advisory Committee Resignation and Appointment

(2) Report on Procurement Activities

9. *PUBLIC HEARINGS*

10. *UNFINISHED BUSINESS*

\* a. Ordinance O-4516 and its Summary, Relating to Land Use and Approval of a Rezone, Preliminary Subdivision, and Multiple Sensitive Area Decisions as Applied for by KLN Construction, Inc., in Department of Planning and Building File Nos. SUB15-00572, REZ15-00575, SAR15-00573, SAR15-00574, SAR15-00580 and Setting Forth Conditions of Approval.

b. City Hall Renovation Project Update

11. *NEW BUSINESS*

a. Residential Fire Sprinkler Systems Update

b. Designating Voting Delegates for AWC's 2016 Business Meeting

12. *REPORTS*

a. *City Council Reports*

- (1) Finance and Administration Committee
- (2) Legislative Committee
- (3) Planning, and Economic Development Committee
- (4) Public Safety Committee
- (5) Public Works, Parks and Human Services Committee
- (6) Tourism Development Committee
- (7) Regional Issues

b. *City Manager Reports*

- (1) Calendar Update

13. *ITEMS FROM THE AUDIENCE*

14. *ADJOURNMENT*

**CITY COUNCIL COMMITTEE**  
agendas and minutes are posted on  
the City of Kirkland website,  
[www.kirklandwa.gov](http://www.kirklandwa.gov).

**ITEMS FROM THE AUDIENCE**  
Unless it is 10:00 p.m. or later,  
speakers may continue to address  
the Council during an additional  
Items from the Audience period;  
provided, that the total amount of  
time allotted for the additional  
Items from the Audience period  
shall not exceed 15 minutes. A  
speaker who addressed the Council  
during the earlier Items from the  
Audience period may speak again,  
and on the same subject, however,  
speakers who have not yet  
addressed the Council will be given  
priority. All other limitations as to  
time, number of speakers, quasi-  
judicial matters, and public  
hearings discussed above shall  
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**CITY OF KIRKLAND****123 Fifth Avenue, Kirkland, WA 98033 425.587.3800**  
**www.kirklandwa.gov****MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Lynn Zwaagstra, Director of Parks and Community Services  
Michael Cogle, Deputy Director

**Date:** May 26, 2016

**Subject:** JOINT CITY COUNCIL AND PARK BOARD MEETING

**RECOMMENDATION:**

It is recommended that City Council hold a joint meeting with the Park Board to discuss topics of mutual interest.

**BACKGROUND DISCUSSION:**

The Kirkland Park Board welcomes the opportunity to meet with the City Council to discuss a number of important park and recreation issues. While the Park Board and Parks staff have an extensive work plan (**Attachment 1**) geared towards implementing the new Parks, Recreation and Open Space (PROS) Plan, the Board suggests focusing the conversation on one main topic and, as time allows, three additional topics:

- Main Topic: 1. Next steps for the Aquatic, Recreation, and Community (ARC) Center
- Additional topics: 2. Designated Off-Leash Areas (DOLA's) Pilot Project  
3. Future Uses for Houghton Custodial Landfill Site  
4. Funding Major Maintenance of the City's Park Building Assets

**1. ARC Center Next Steps**

Creation of a Metropolitan Park District, which would have created the mechanism to fund development of the ARC Center, was not approved by Kirkland voters in 2015. However, there remains a demonstrable need for additional indoor recreation and aquatic space to serve the existing and future Kirkland community, and the City's many surveys and public outreach efforts have indicated a desire by residents for a multi-purpose indoor recreation facility such as the ARC Center.

Most recently, the Lake Washington School District announced that the Aquatic Center at Juanita High School will remain open as part of the development of the new school campus. While this is a reversal of the District's previous stated intent to close the pool, unfortunately no

funding for pool upgrades has been promised and the aquatic facility remains in poor condition. It is unclear how long the Juanita Aquatic Center will remain operational.

Meanwhile, programs at the City's two community centers continue to experience record enrollment, with extensive waiting lists for many City recreation programs indicating unmet demand.

Discussion questions for the ARC Center:

- What were some of the lessons learned from the failed MPD ballot measure?
- Does the Council have interest in continuing to explore options for creating additional indoor recreation space for Kirkland residents?
- If so, how and when might the Park Board and staff proceed with this effort? Would the Council have interest in receiving suggestions/recommendations from the Board on possible next steps that could be taken?
- Should the Park Board work with staff to explore opportunities to expand and/or otherwise maximize use of existing City facilities, such as the community centers and Peter Kirk Pool?

## **2. Proposed 2017 Pilot Project: Designated Off-Leash Areas in Kirkland Parks**

In 2015 the Park Board, working with the local group K-DOG, researched options for expanding opportunities for permissible off-leash dog activity in Kirkland's park system. One option that has been successfully implemented in a number of communities world-wide is the creation of unfenced Designated Off-Leash Areas, or DOLA's, in certain park areas. The city of Portland, Oregon is the most prominent community in the Pacific Northwest to have such a program. DOLA's are established in areas of some parks and are denoted by boundary markers and/or existing park features such fences, pathways, and landscaping. DOLA's may have limited hours of operation, such as early morning or evening hours only, or may be limited to certain periods of the year to avoid conflict with other park activities (swimming beaches in the summer, for example).

A draft proposal for a pilot project has been developed by the Park Board and is attached (**Attachment 2**). If supported by the Council, the Park Board and staff would like to initiate a public engagement process with neighborhoods and park users this fall to assess and shape the proposal. Important issues to consider would include safety, liability, impacts to existing park uses, environmental considerations, program costs, enforcement, maintenance impacts, and community support. A final recommendation would be provided to the City Council by early 2017.

Discussion questions for the DOLA proposal:

- Would the City Council support having the Parks and Community Services Department explore with the community the proposed pilot project?
- If so, are there any particular issues that the Council would like to see addressed, or specific opportunities that the Council would like to see explored?

### **3. Future Use of the Houghton Custodial Landfill Site**

The Houghton Custodial Landfill, adjacent to the Houghton Transfer Station, was operated by King County from the mid-1940's to the mid-1960's as a landfill site. Beginning in the 1970's, Kirkland Little League established ballfields on the site, and expanded the fields in 2005. The complex is now referred to as Taylor Fields. The site remains owned by King County and is operated by King County Solid Waste Division.

The entire site (**Attachment 3**) is approximately 40 acres in size, of which the transfer station occupies about 7 acres. The property could be suitable for a number of public uses, in particular active sports and recreation activities. While it is important to acknowledge the challenges of redeveloping such a site, the former landfill offers rare opportunities because of its size and location in our community.

The Park Board has recommended that a Parks CIP project be funded to create a master plan for the site, and the project is proposed to be funded in the Preliminary 2017 – 2022 CIP, beginning in 2022.

Discussion questions for the Houghton Landfill Site:

- Is the Council interested in exploring future uses of the site for recreation and other public purposes through a funded master plan process?
- How does ongoing planning for a new Northeast King County Transfer Station influence the City's interest in the site at this time?
- Are there discussions with King County that can occur in the near term to set the stage for possible future Kirkland actions on the property?

### **4. Funding Major Maintenance of the City's Park Building Assets**

Last year the City funded an independent comprehensive asset condition assessment of 22 buildings in the Parks system. Buildings assessed included restrooms, concessions, and residential structures. The assessment was intended to:

- a) Provide a baseline assessment for Parks Staff that specifically identifies maintenance and repair needs;
- b) Provide a short-term financial plan useful for prioritizing resources and budget requests;
- c) Assist in long-range CIP planning;
- d) Provide information to assist the City in determining the feasibility of establishing a sinking fund (e.g. set-aside fund) to address funding needs outside of the CIP and the Department's existing operating budget.

The report concluded that the overall condition of the Parks building assets could be characterized as "Fair". Specific improvements and lifecycle recommendations were provided for each structure. The Parks Capital Improvement Program will be used to address many of the needs identified in the report.

Discussion question:

- The Park Board and staff would encourage the City Council to explore establishing a sinking fund to affect timely repairs and major maintenance of the City's park assets. Would the City Council have interest in this approach?

The Park Board looks forward to discussing these topics with the City Council.

Attachments

**Adopted Kirkland Park Board 2015 – 2016 Work Plan  
Status June 2016**

**Attachment 1**

<b>1. THRIVE – Active Places and Programs for All Ages</b>		
<b>Objective</b>	<b>Description</b>	<b>Status</b>
<b>1.1:</b> Work with the community and project partners to secure funding for a new Aquatic, Recreation, and Community (ARC) Center	Conduct community outreach and provide technical analysis and policy guidance to City Council on the facility components, siting, and funding options for a new community recreation facility.	November 2015 ballot measure was not approved by voters; Next steps if any to be determined by Council
<b>1.2:</b> Complete phase 1 renovations to Waverly Beach Park	Complete improvements including shoreline renovation, lawn restoration, new pathways, and playground replacement.	Construction underway; Completion June 2016
<b>1.3:</b> Complete Edith Moulton Park Master Plan and construct Phase 1 improvements	Complete long-range master plan and implement first phase of improvements.	Completed master plan. Construction start in 4 <sup>th</sup> quarter of 2016
<b>1.4:</b> Complete improvements to Juanita Beach Park including new bathhouse and group picnic shelter	Project includes bathhouse replacement, new group picnic shelter, and relocation of existing playground.	Design underway. Construction start in 4 <sup>th</sup> quarter of 2017
<b>1.5:</b> Complete improvements to Spinney Homestead Park	Consult with neighborhood on desired improvements; develop and implement renovation plan.	Initiate design process in 3 <sup>rd</sup> quarter of 2016
<b>1.6:</b> Complete improvements to Terrace Park	Consult with neighborhood on desired improvements and seek to integrate park with CKC as shown in CKC Master Plan; develop and implement renovation plan.	Initiate design process in 3 <sup>rd</sup> quarter of 2016
<b>1.7:</b> Complete improvements to Forbes Lake Park	Complete improvements including accessible pathway, parking lot, wetland enhancements, and street improvements.	Permitting in progress. ROW improvements to be completed in 4 <sup>th</sup> quarter of 2016
<b>1.8:</b> Complete improvements to O.O. Denny Park	Complete FHPRD-funded improvements including irrigation system and picnic shelter.	Complete irrigation system improvements in 4 <sup>th</sup> quarter of 2016; begin picnic shelter design permitting in 4 <sup>th</sup> quarter of 2016

**Adopted Kirkland Park Board 2015 – 2016 Work Plan  
Status June 2016**

**Attachment 1**

<b>Objective</b>	<b>Description</b>	<b>Status</b>
<b>1.9:</b> Implement Totem Lake Park Master Plan	Seek ownership transfer from KCD and secure funding for Phase 1 implementation.	Phase 1 design in progress; Submitted State grant application in 2 <sup>nd</sup> quarter of 2016; Negotiations with KCD are ongoing
<b>1.10:</b> Expand opportunities for off-leash dog activity in City parks	Assess and make recommendations on allowing limited off-leash hours at certain parks on a pilot basis. Implement as directed by City Council.	Initiate public engagement process in 3 <sup>rd</sup> quarter of 2016 to assess community interest
<b>1.11:</b> Complete renovations to Marina Park dock and boat launch	Complete structural improvements and new decking for dock and renovate boat launch to improve access and functionality.	2015/2016
<b>1.12:</b> Complete design of replacement restroom/storage building at Everest Park	Develop schematic design for replacement of Everest Park Restroom/Storage Building.	Project deferred until 2017
<b>1.13:</b> Complete ADA Transition Plan in compliance with Americans with Disabilities Act	Complete assessment and develop strategies to ensure access to facilities, programs, and information.	City-wide plan to be completed by 4 <sup>th</sup> quarter of 2016
<b>1.14:</b> Renovate/replace playgrounds at select sites.	Complete playground upgrades at Forbes Creek Park (2015) and Van Aalst Park (2016) as funded in the CIP.	Construction to occur in 1 <sup>st</sup> and 2 <sup>nd</sup> quarters of 2016
<b>1.15:</b> Replace boiler at Peter Kirk Pool	Replace boiler to improve user comfort, increase energy efficiency, and reduce maintenance.	Completed

**Adopted Kirkland Park Board 2015 – 2016 Work Plan  
Status June 2016**

**Attachment 1**

<b>2. <u>SPORT – Athletic Fields and Facilities for a Wide Variety of Sports</u></b>		
<b>Objective</b>	<b>Description</b>	<b>Status</b>
<b>2.1:</b> Complete playfield improvements to 132 <sup>nd</sup> Square Park	Renovate playfields to improve playability and safety for participants and reduce maintenance and operational costs.	Project to be coordinated with City stormwater utility project; State grant to be determined in 2017
<b>2.2:</b> Facilitate playfield improvements at Lakeview Elementary School	Conversion of existing playfield to synthetic turf in partnership with Google/SRM, LWSD, and Kirkland Lacrosse.	Completed
<b>3. <u>CONNECT – Trails and Greenways Linking People and Places</u></b>		
<b>Objective</b>	<b>Description</b>	<b>Timing</b>
<b>3.1:</b> Develop trail signage standards and improve route and wayfinding signage for trails and associated facilities	Work in conjunction with Public Works on a City-wide plan for trail signage and wayfinding for trails and designated pedestrian/bicycling routes.	Ongoing
<b>3.2:</b> Conduct preliminary assessment of a shoreline trail connecting Juanita Bay Park and Juanita Beach Park	Provide a staff report detailing policy implications and technical considerations for creating a shoreline connection between the parks.	Research and analysis to be conducted in 4 <sup>th</sup> quarter of 2016
<b>4. <u>NURTURE – Environmental Stewardship for a Green Future</u></b>		
<b>Objective</b>	<b>Description</b>	<b>Timing</b>
<b>4.1:</b> Complete update to Green Kirkland Partnership Forest and Natural Areas Restoration Plan	Work with community and identified stakeholders to update the 20-year plan.	Completed
<b>4.2:</b> Implement agreement with Seattle Tilth to initiate urban agriculture and productive landscape activities at McAuliffe Park and other public spaces	Work with Seattle Tilth and other community partners in implementing activities as identified in McAuliffe Park master plan and PROS Plan.	Partnership at McAuliffe underway;

**Adopted Kirkland Park Board 2015 – 2016 Work Plan  
Status June 2016**

**Attachment 1**

<b>5. SUSTAIN – Institutional Capacity to Realize the Vision</b>		
<b>Objective</b>	<b>Description</b>	<b>Timing</b>
<b>5.1:</b> Update the Parks' Capital Improvement Plan	Develop recommendations for Parks and Community Services capital project funding for the 2017-2022 CIP.	In process
<b>5.2:</b> Complete lifecycle replacement plan for buildings and structures in parks	Commission assessment and replacement plan for park structures including restrooms and picnic shelters and implement budgetary strategy for lifecycle replacement.	Completed
<b>5.3:</b> Update Park Impact Fee Methodology and Fee Schedule	Update park impact fees assessed to new development in a manner that provides maximum flexibility in how impact fees can be used to address the impact of new growth on the community's park and recreation system.	Completed



## Proposed Pilot Program: Unfenced Designated Off Leash Areas in Kirkland Parks

**Goal:** Provide a range of on-leash and off-leash opportunities to accommodate the variety of needs of dogs and their owners, while not overly impacting the needs of other park users.

**Realities:** The following assumptions are built into managing the use of public recreation areas by dogs and their owners [*Source: Portland, Oregon Off-Leash Program*]:

- Recreating with a dog is a legitimate and appropriate park use.
- Conflict is unavoidable.
- Park managers have the responsibility to design, create, and manage parks in a way that minimizes conflict.
- Park users also have a responsibility to help minimize conflicts with other park users by displaying mutual respect and by following park rules.

**Policies and Regulations:** Pertinent City and State regulations or policies have been reviewed in developed of this proposal. City regulations and/or policies may need to be revised in order to implement the pilot program.

### **What is an "Unfenced Designated Off-Leash Area"?**

An unfenced designated off-leash area (DOLA) is a carefully selected area in a city park where dogs can play and exercise off-leash under voice control of their owner. The designated areas are shared with other park users and kept available for other park uses.

### **What does voice control mean?**

Dog owners using unfenced off-leash areas should have their dogs under control at all times. The challenge can be individual interpretation of what "under control" means. It should mean the owner/handler has voice control over the actions of the dog in all situations and it is trained to respond to verbal commands of come, stay, down, sit, and no.

### **Why consider unfenced off-leash areas?**

- Strong demand from Kirkland park users for more off leash opportunities.
- Off-leash (unauthorized) activity is already widespread in most Kirkland parks.
- Sanctioned use can be more easily monitored and managed.
- Sanctioned use increases likelihood of responsible dog ownership and dog socialization through interaction with positive role models and opportunities for education and outreach.
- Provides expanded opportunities for informal and formal dog training.
- Considerably less expensive than creating a dedicated, fenced off-leash dog park.
- Allows for other park uses throughout the day.
- Provides an opportunity for dog owners to meet, share information, and form community bonds.
- Makes it less likely that dogs will be let loose in undesirable areas.
- Lessens pressure placed upon Jasper's Dog Park as being Kirkland's sole public off-leash opportunity.



## Attachment 2

### **What are the Keys for Ensuring Success?**

- **Abundant and Dispersed:** More locations are better than fewer. Providing opportunities across all neighborhoods lessens traffic, encourages neighbor-to-neighbor interaction, and lessens the likelihood that a particular park in the community may be overused.
- **Right Site:** A designated off-leash areas (DOLA) should:
  - Be a minimum of 5,000 square feet
  - Not negatively affect fish and wildlife habitat
  - Not negatively affect water quality
  - Avoid active restoration areas
  - Be relatively level
  - Have minimal impact on adjacent residential areas (off leash areas should be No Barking Zones)
  - Be away from playgrounds
  - Avoid playfield conflicts
  - Avoid swimming beaches during swimming season
  - Off-leash trails should be wide enough to allow for the passing of dogs and owners
  - If on a school walk route, avoid off-leash activity immediately before/after school hours
  - A park's main pedestrian circulation should not be within the designated off-leash areas
  - Avoid siting DOLAs adjacent to streets with heavy traffic
  - Consider areas currently experiencing high off-leash dog use
  - Be equipped with minimum amenities which include site signs with places for posting notices; fence or boundary markers; garbage cans and dispensers for scoop bags
- **Clear boundaries:** Unfenced designated off-leash areas should be clearly defined through signage and boundary markers such as posts, bollards, or other visible devices. Existing fencing, walls, and vegetation can also help define the areas. Flyers, maps, etc. should also be made available.
- **Right times:**
  - Programming of specific hours provides a balance between the needs of dog owners and other park users.
  - Off-leash hours and seasons should be defined by individual park use patterns and hours of daylight.
  - Morning times: 6:00 a.m. – 9:00 a.m.
  - Evening times: 4:00 p.m. – Dusk
- **Right Enforcement:** Parks and Community Services has a limited ability to enforce off-leash rules and regulations. Current emphasis is placed on education and outreach, with enforcement a secondary priority. It should be noted that the City has a limited capacity to actively enforce all park rules (not just leash laws), and that enforcement of park rules is typically complaint-based. Nonetheless, additional resources are likely to be necessary to ensure program success.
- **Right Rules:** Rules should be clearly posted at off leash sites and written to be easily understood. It is anticipated that additional efforts will need to be made to help all park visitors



## Attachment 2

understand why the rules are important and to encourage them to be considerate of others and to act responsibly.

Learning from the experiences gleaned from Jasper's Dog Park and successful unfenced off leash areas in other communities, the following rules and regulations are proposed for Kirkland's off leash areas:

### Rules for dogs:

- Demonstrate appropriate social interaction
- Display tags showing proof of current license and rabies vaccination
- Be considerate of park neighbors by playing quietly in the early morning and evening hours - No Bark Zone
- When off leash, stay in the designated off leash area boundaries

### Rules for owners/handlers:

- Dogs displaying aggressive behavior toward people or other dogs must be removed from the DOLA immediately.
  - Bring no more than two dogs to the DOLA at any time.
  - Remain in the DOLA to supervise their dog and keep them within view and under verbal control at all times.
  - To prevent injury, remove pinch or choke collars when playing off leash.
  - For health and safety reasons, do not bring a dog in heat to a public park.
  - For health and safety reasons, do not bring a puppy under six months old to the DOLA.
  - Children must be closely supervised.
  - Accept responsibility for any damage or injury caused by their dog. No digging allowed.
  - Comply with all other park rules.
- **More Education:** The City should partner with advocacy groups such as KDOG to sponsor and promote increased education for dog owners. Experts can be used to provide a variety of on-site trainings and workshops. Topics may include:
    - Canine social development
    - Dog body language - friendly, fearful, and aggressive
    - Basic commands every dog should know
    - Help for leash-reactive dogs
    - Equipment for dogs and how to use it
    - Meeting the needs of your high energy dog
    - Teaching your dog to love a muzzle
    - Dog breeds and behavior
    - Mentally stimulating toys and training
    - The aging dog
    - Dog park drop outs

**Trial Period:** In order to assess the proposed program over the course of the varying seasons of the year, the trial period should be a minimum of 12 months from date of inception. The program should be formally reviewed by the Park Board at the end of every season to assist Parks staff in making any necessary adjustments and to help determine continued viability.



Attachment 2

Parks staff will require approximately 90 days after the program is formally approved to begin implementation.

**Assessment:** Data and information used for on-going and final assessment of the pilot program will include:

- Citizen comments log
- Observational reports
- Enforcement data
- Maintenance impact assessments
- Web survey
- Feedback from neighborhood associations

**Public Involvement:** Public input should be gathered to assess support for the proposed pilot program and refine parameters prior to making a final decision on whether or not to implement the project.

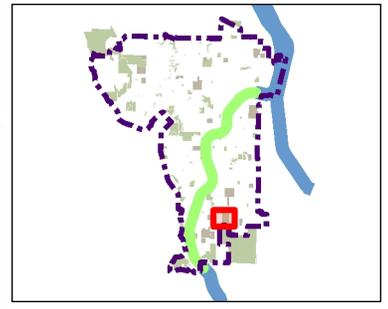
Public participation goal should be to work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.

Recommended public engagement strategies include:

- Outreach to all neighborhood associations, including attendance/presentations by staff and Park Board when possible.
- Web survey to ascertain opinions and attitudes towards pilot program
- News release to media and blogs
- City webpage
- Notices posted at each proposed DOLA site
- Park Board Public Hearing



# Houghton Custodial Landfill Site



- Legend**
- Cross Kirkland Corridor
  - Regional Rail Corridor
  - Streets

1: 4,284

**Notes**



NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet

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**CITY OF KIRKLAND**  
**City Manager's Office**  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001  
www.kirklandwa.gov

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager  
**From:** Amy Bolen, Executive Assistant  
**Date:** May 25, 2016  
**Subject:** ICS APPRECIATION DAY

**RECOMMENDATION:**

That the Mayor proclaim June 10, 2016 as ICS Appreciation Day in Kirkland, Washington.

**BACKGROUND DISCUSSION:**

The International Community School will be representing Kirkland, and the state of Washington, at the National History Day competition to be held June 12-16 at the University of Maryland in College Park, Maryland. ICS students and staff have a long tradition of success at this prestigious contest, and were awarded the Best School in the Senior category for the 2016 State National History Day. The following is a list of first place awards received by students at the State National History Day competition:

**Senior Group Performance:**

"We Dine to Die: The Poison Squad's Exploration of Food Safety"

- Stella Gonzalez, Katherina Wannerov, Trevor Mueller

**Senior Group Documentary:**

"The Internment of Japanese Americans: An Era of Encounter and Exchange"

- Alina Herri, Taylor Caragher

**Senior Group Website:**

"Quantum Mechanics: An Intellectual Revolution"

- Yash Talwar, Svetoslav Dimitry, Roman Drake

This proclamation will recognize the dedication and hard work of the students and staff in their endeavor to excel in academics. Students and staff will be present at the June 7 Council meeting to receive the proclamation.



## A PROCLAMATION OF THE CITY OF KIRKLAND

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### **Proclaiming June 10, 2016 as "ICS Appreciation Day" in Kirkland, Washington**

**WHEREAS**, National History Day provides students with opportunity to learn historical content and develop research, thinking and communication skills through the study of history; and

**WHEREAS**, International Community School (ICS) has represented their home town of Kirkland, Washington at "National History Day in Washington," a state competition sponsored by the Washington State Historical Society; and

**WHEREAS**, three students in the Senior Division, grades 9-12, won 1<sup>st</sup> Place for Group Performance, two won 1<sup>st</sup> Place for Group Documentary, three won 2<sup>nd</sup> Place for Group Website, one received a special Colonial History Award, and eight of these students will be representing our state at the National History Day competition to be held June 12-16 at the University of Maryland in College Park, Maryland; and

**WHEREAS**, aside from these nine students, a number of students also placed in the top five of their category, and ICS was awarded the Best School in the Senior category for the 2016 State National History Day; and

**WHEREAS**, ICS has a long tradition of success at this prestigious Contest, consistently sending representatives to the National History Day Contest; and

**WHEREAS**, the ICS faculty and staff are committed to developing the next generation of innovative leaders in this community and the success of ICS students at National History Day is one example of how this goal is achieved;

**NOW, THEREFORE**, I, Amy Walen, Mayor of Kirkland, do hereby proclaim June 10, 2016 as ICS Appreciation Day in the City of Kirkland, Washington, and recognize the dedication and hard work of the students and staff in their endeavor to excel in academics.

Signed this 7<sup>th</sup> day of June, 2016

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Amy Walen, Mayor



**CITY OF KIRKLAND**  
**Department of Parks & Community Services**  
**505 Market Street, Suite A, Kirkland, WA 98033 425.587.3300**  
**www.kirklandwa.gov**

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## **MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Lynn Zwaagstra, Director of Parks and Community Services  
Regi Schubiger, Youth Services Coordinator

**Date:** June 7, 2016

**Subject:** Honoring the Kirkland Youth Council Senior Class

## **RECOMMENDATION**

City Council recognize the Kirkland Youth Council Senior Class of 2016 for all their efforts.

## **BACKGROUND**

This year has been another busy and successful year for the 2015-16 Youth Council. As the school year comes to a rapid close, we would like to have the Kirkland City Council recognize our graduating seniors for all their hard work and dedication to the Youth Council and the City of Kirkland.

As in previous years, the names of our graduating seniors have been engraved on a plaque displayed at the main offices of the Parks and Community Services Department. We would like to ask that the Mayor and the City Council present this plaque to our graduating seniors at the June 7<sup>th</sup> Council meeting.

The following six members are a part of the Class of 2016:

Sarah Dunsmore – Juanita High School  
Annalise Ellefsen – Juanita High School  
Kyler Jobe – Juanita High School  
Maheen Keshani – International Community School  
Kevin Nakahara – Tesla STEM High School  
McKenzie Stevens – Eastside Catholic School



**CITY OF KIRKLAND**  
**Department of Parks & Community Services**  
505 Market Street, Suite A, Kirkland, WA 98033 425.587.3300  
[www.kirklandwa.gov](http://www.kirklandwa.gov)

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Lynn Zwaagstra, Director of Parks and Community Services  
Regi Schubiger, Youth Services Coordinator

**Date:** June 7, 2016

**Subject:** 2016 Eileen Trentman Memorial Scholarship Recipient

RECOMMENDATION:

City Council join staff in recognizing this year's recipient of the Eileen Trentman Memorial Scholarship.

BACKGROUND:

In 2005 City of Kirkland employees established a scholarship program for City youth volunteers. The scholarship is named in honor of the City's former Volunteer Coordinator, Eileen Trentman.

Funding for the Scholarship Program is generated through voluntary employee contributions during the annual Employee Giving Campaign. The Kirkland Fire Fighters Benevolent Association (KFFBA) has been gracious enough to hold the funds through their status as a registered non-profit organization. This year KFFBA provided additional funding for the scholarship.

The following eligibility guidelines have been established for the program:

- Candidates must have served the City of Kirkland in a volunteer capacity. This would include, but is not limited to, Kirkland Youth Council, Boards and Commissions, and Police Explorers.
- Candidates must have graduated high school or be on track to graduate from high school the following June.
- Candidates must be attending or have plans to attend college, university, or technical school after graduating from high school.
- Candidates are eligible through age 21.

Award

On May 24, 2016, four City staff members of the along with a representative from the KFFBA reviewed the applications received. The following candidate was selected for 2016:

***Annalise Ellefsen*** – (\$1,500) Juanita High School, Kirkland Youth Council

Annalise has served on the Youth Council for five years and is a member of its Leadership Team. She has an accomplished academic record, is involved in her school's DECA program, and participates in athletics. Annalise will be attending Gonzaga University.



**CITY OF KIRKLAND**  
**Human Resources Department**  
 123 5<sup>th</sup> Avenue, Kirkland, WA 98033 425.587-3210  
 www.kirklandwa.gov

## MEMORANDUM

**To:** Kurt Triplett, City Manager  
**From:** Human Resources  
**Date:** May 19, 2016  
**Subject:** **Semi Annual Spring 2016 Service Award Recognition  
 – Special Presentations**

### Recommendation:

On a semi-annual basis include a role call list of employees reaching benchmark service years of twenty and above on the Council Agenda under Special Presentations.

Employees reaching benchmarks of 20, 25, 30, 35 ... years of service receive an Acrylic Plaque etched with the employee(s) name, department and service years and an award certificate.

From the podium the Mayor or his/her designee will read each employee's name, years of service, department and position title accompanied by a handshake and photograph when presenting the award. Each recognized employee will walk around the podium and shake the hand of all the seated councilmembers before returning to their seat. The names listed below are confirmed, any changes to the employee list below will be communicated prior to the ceremony.

### Twenty years of Service

<u>Employee Name</u>	<u>Department</u>	<u>Position</u>
Jonathan Regala	Planning & Building	Planning Supervisor
Benjamin Reali	Police	Police Sergeant
Desiree Goble	Planning & Building	Planner
Douglas Adkins	Parks& Community Serv.	Senior Groundsperson

### Twenty-five years of Service

<u>Employee Name</u>	<u>Department</u>	<u>Position</u>
Steven Oskierko	Police	Police Officer
Charles Pierce	Police	Police Officer
Kathi Anderson	Finance & Administration	City Clerk
David Snider	Public Works	Capital Projects Manager
Nicolle Osborn	Parks & Community Serv.	Parks Coordinator

**Thirty years of Service**

<u>Employee Name</u>	<u>Department</u>	<u>Position</u>
Dorian Collins	Planning & Building	Senior Planner

**Thirty-five years of Service**

<u>Employee Name</u>	<u>Department</u>	<u>Position</u>
Keith Adams	Fire	Captain
Mike Dettmer	Fire	Battalion Chief
Joseph Sanford	Fire	Fire Chief

The next award ceremony recognizing employees who reach these yearly benchmarks between July 1<sup>st</sup> and December 31, 2016 will be scheduled for an upcoming fall 2016 Council meeting.

*The City of Kirkland Proudly recognizes and Honors the following employees for their contributions over the last ...*

<b>Service Awards</b>	<b>20 years of service</b>		
<b>Employee Name</b>	<b>Anniversary Date</b>	<b>Department</b>	<b>Position</b>
Jonathan Regala	February 26, 1996	Planning & Building	Planning Supervisor
Benjamin Reali	February 29, 1996	Police	Police Sergeant
Desiree Goble	March 28, 1996	Planning & Building	Planner
Douglas Adkins	June 1, 1996	Parks & Community Services	Senior Groundsperson
<b>Service Awards</b>	<b>25 years of service</b>		
<b>Employee Name</b>	<b>Anniversary Date</b>	<b>Department</b>	<b>Position</b>
Steven Oskierko	January 7, 1991	Police	Police Officer
Charles Pierce	January 18, 1991	Police	Police Officer
Kathi Anderson	February 14, 1991	Finance & Administration	City Clerk
David Snider	June 24, 1991	Public Works	Capital Projects Manager
Nicolle Osborn	June 30, 1991	Parks & Community Services	Parks Coordinator
<b>Service Awards</b>	<b>30 years of service</b>		
<b>Employee Name</b>	<b>Anniversary Date</b>	<b>Department</b>	<b>Position</b>
Dorian Collins	February 27, 1986	Planning & Building	Senior Planner
<b>Service Awards</b>	<b>35 years of service</b>		
<b>Employee Name</b>	<b>Anniversary Date</b>	<b>Department</b>	<b>Position</b>
Keith Adams	March 2, 1981	Fire	Captain
Mike Dettmer	March 2, 1981	Fire	Battalion Chief
Joseph Sanford	March 2, 1991	Fire	Fire Chief



KIRKLAND CITY COUNCIL REGULAR MEETING MINUTES  
May 17, 2016

1. CALL TO ORDER

2. ROLL CALL

ROLL CALL:

Members Present: Deputy Mayor Jay Arnold, Councilmember Dave Asher,  
Councilmember Shelley Kloba, Councilmember Doreen Marchione,  
Councilmember Toby Nixon, Councilmember Penny Sweet, and  
Mayor Amy Walen.

Members Absent: None.

3. STUDY SESSION

a. Elected Officials' Guide to Emergency Management and Cascadia Rising Exercise Update

Joining Councilmembers for this discussion were City Manager Kurt Triplett,  
Emergency Manager Pattijean Hooper and Emergency Preparedness Coordinator  
Erin Tramontozzi.

4. EXECUTIVE SESSION

None.

5. HONORS AND PROCLAMATIONS

a. Oath of Office – Fire Chief Joe Sanford

The honorable Judge Michael Lambo administered the Oath of Office to Chief Joe Sanford.

b. Affordable Housing Week Proclamation

Affordable Housing Consortium Government Relations and Policy Director Kelly Rider received the proclamation from Mayor Walen and Councilmember Sweet.

c. Bike Everywhere Day Proclamation

Transportation Engineering Manager David Godfrey introduced members of the City's Bike Everywhere Group who received the proclamation from Mayor Walen and Councilmember Asher.

- d. Emergency Medical Services Proclamation

EMS personnel received the proclamation from Mayor Walen and Councilmember Nixon.

6. COMMUNICATIONS

- a. Announcements
- b. Items from the Audience

Joy Horbochuk  
Margaret Schwender  
Lisa McConnell  
Jeff Churchill

- c. Petitions

7. SPECIAL PRESENTATIONS

- a. Puget Sound Energy - Juanita-Sammamish 115 kV Project Update

Puget Sound Energy Senior Project Manager Dave Jenness provided a project update on the Sammamish-Juanita 115 kilovolt project.

8. CONSENT CALENDAR

- a. Approval of Minutes: May 3, 2016

- b. Audit of Accounts:  
Payroll \$ 2,988,186.91  
Bills \$1,680,950.45  
run #1521 checks #601847 - 601904  
run #1522 check #601905  
run #1523 checks #601934 - 602068  
run #1524 checks #602069 - 602188

- c. General Correspondence

- d. Claims

A claim received from Richard Schober was acknowledged via approval of the consent calendar.

- e. Award of Bids

- (1) Schedules A and B, Annual Striping Program (2016 Project), Specialized Pavement Marking, Tualatin, Oregon

Council awarded the contract for construction of Schedules A and B for the Annual Striping Program (2016 Project) to Specialized Pavement Marking of Tualatin, OR, in the amount of \$228,167.50, via approval of the Consent Calendar.

f. Acceptance of Public Improvements and Establishing Lien Period

- (1) NE 124th Street and Willows Road NE Signal Rebuild Project, West Coast Signal, Inc., Renton, Washington

Contracted work provided by West Coast Signal, Inc. of Renton, WA for the construction of the NE 124th Street and Willows Road NE Signal Rebuild Project was accepted and the lien period established via approval of the Consent Calendar.

g. Approval of Agreements

- (1) Resolution R-5196, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH THE UNIVERSITY OF WASHINGTON AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND."

h. Other Items of Business

- (1) Ordinance O-4518 and its Summary, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO SURFACE WATER DISCHARGE STANDARDS AND THE ENFORCEMENT OF SURFACE WATER REGULATIONS."
- (2) Surplus Vehicles

Sale and Disposal of listed surplus vehicles was approved via approval of the Consent Calendar.

Fleet #	Year	Make	VIN/Serial Number	License #	Mileage
P120	2012	Dodge Charger	2C3CDXAT4CH255662	54089D	84,483
P127	2013	Ford Police Interceptor Utility	1FM5K8AR9DGA72416	55019D	86,801
P128	2012	Dodge Charger	2C3CDXAT7CH280152	54277D	85,547
D03-06	2003	Chevrolet Silverado 1500	1GCEC19V03Z321876	36236D	49,540

- (3) Procurement Report

Motion to Approve the Consent Calendar.

Moved by Councilmember Dave Asher, seconded by Councilmember Doreen Marchione

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Councilmember Toby Nixon, Councilmember Penny Sweet, and Mayor Amy Walen.

9. PUBLIC HEARINGS

None.

10. UNFINISHED BUSINESS

- a. Draft Ordinance O-4516 and its Summary, Relating to Land Use and Approval of a Rezone, Preliminary Subdivision, and Multiple Sensitive Area Decisions as Applied for by KLN Construction, Inc., in Department of Planning and Building File Nos. SUB15-00572, REZ15-00575, SAR15-00573, SAR15-00574, SAR15-00580 and Setting Forth Conditions of Approval.

Motion to Continue the Bridlestone Estates quasi-judicial matter under advisement for action and a vote at the Council's regular meeting on June 7, 2016.

Moved by Councilmember Toby Nixon, seconded by Deputy Mayor Jay Arnold  
Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Councilmember Toby Nixon, Councilmember Penny Sweet, and Mayor Amy Walen.

Motion to Convene a closed session with the City Attorney immediately following the meeting in order to continue deliberations related to its action and vote in connection with the Bridlestone Estates quasi-judicial matter.

Moved by Councilmember Toby Nixon, seconded by Councilmember Penny Sweet  
Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Councilmember Toby Nixon, Councilmember Penny Sweet, and Mayor Amy Walen.

- b. Approval of 2016 Neighborhood Safety Program Update

Neighborhood Services Coordinator Kari Page reviewed the recommended neighborhood safety program projects for 2016 and requested feedback on the 2015 citywide program. Neighborhood representatives Lisa McConnell from Central Houghton and Doug Sollitt from Market also shared their thoughts on the program.

Motion to Approve the recommended 2016 Neighborhood Safety Program projects.

Moved by Councilmember Doreen Marchione, seconded by Councilmember Dave Asher

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Councilmember Toby Nixon, Councilmember Penny Sweet, and Mayor Amy Walen.

Council recessed for a short break.

c. King County Metro Transit Long Range Plan Response Letter

Transportation Planner Stephen Padua provided an overview of the planning process and draft comments, and received Council edits for inclusion in the final draft.

Motion to Approve the execution of a letter to the King County Executive concerning the Metro Transit Long Range Plan with the changes identified by the Council.

Moved by Deputy Mayor Jay Arnold, seconded by Councilmember Doreen Marchione

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Councilmember Toby Nixon, Councilmember Penny Sweet, and Mayor Amy Walen.

d. Resolution R-5184, Adopting the 2015 Update of the City of Kirkland Comprehensive Emergency Management Plan.

Motion to Approve Resolution R-5184, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ADOPTING THE 2015 UPDATE OF THE CITY OF KIRKLAND COMPREHENSIVE EMERGENCY MANAGEMENT PLAN," as amended.

Moved by Councilmember Dave Asher, seconded by Councilmember Penny Sweet

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Councilmember Toby Nixon, Councilmember Penny Sweet, and Mayor Amy Walen.

Motion to Amend Resolution R-5184 to incorporate the language changes identified by the Council at the earlier study session.

Moved by Councilmember Dave Asher, seconded by Deputy Mayor Jay Arnold

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Councilmember Toby Nixon, Councilmember Penny Sweet, and Mayor Amy Walen.

11. NEW BUSINESS

a. Ordinance O-4519, Authorizing and Providing for the Acquisition of Interests in Land for the Purpose of Construction and Operation of Fire Station No. 24 Within

the City of Kirkland, Providing for the Cost of Property Acquisition, and Authorizing the Initiation of Appropriate Eminent Domain Proceedings in the Manner Provided for by Law.

Motion to Approve Ordinance O-4519, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF INTERESTS IN LAND FOR THE PURPOSE OF CONSTRUCTION AND OPERATION OF FIRE STATION NO. 24 WITHIN THE CITY OF KIRKLAND, PROVIDING FOR THE COST OF PROPERTY ACQUISITION, AND AUTHORIZING THE INITIATION OF APPROPRIATE EMINENT DOMAIN PROCEEDINGS IN THE MANNER PROVIDED FOR BY LAW."

Moved by Councilmember Dave Asher, seconded by Councilmember Doreen Marchione

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Councilmember Toby Nixon, Councilmember Penny Sweet, and Mayor Amy Walen.

## 12. REPORTS

### a. City Council Reports

#### (1) Finance and Administration Committee

Did not meet.

#### (2) Legislative Committee

Did not meet.

#### (3) Planning, and Economic Development Committee

Chair Arnold reported on potentially adopting the Solar Ready requirement, the quantifying of public benefits as part of the Planned Unit Development (PUD) process, and the review of a Kirkland Arts Center funding request.

#### (4) Public Safety Committee

Did not meet.

#### (5) Public Works, Parks and Human Services Committee

Councilmember Kloba reported on the review of a Kirkland Arts Center funding request and the Solid Waste Contract procurement process.

#### (6) Tourism Development Committee

Chair Nixon reported on the draft Tourism budget for the 2017-2018 budget cycle and Lodging Tax revenue received from AirBnB.

(7) Regional Issues

Councilmembers shared information regarding a ribbon cutting at Cascadia Oral Surgery; the Sound Cities Association Public Issues Committee meeting; serving dinner for homeless youth at the Landing; the Peace Officer Memorial Day Ceremony at the Kirkland Justice Center; an upcoming King County Board of Health meeting; an upcoming meeting of the Salmon Recovery Council; a Law Enforcement Officers and Fire Fighters' (LEOFF) Disability Board education conference; the National Alliance on Mental Illness (NAMI) fundraising walk; the Kirkland Alliance of Neighborhoods meeting; the Kiwanis Club of Kirkland annual Pancake Breakfast to support Attain Housing and the 7 Hills of Kirkland Bicycle Ride; the Kirkland Interfaith Network sponsored CROP Hunger Walk; the upcoming Sound Generations awards luncheon; Councilmember Asher requested, and the Council concurred, that the Public Works, Parks and Human Services Committee consider the review of discrimination prohibitions on subsidized housing; a King County Regional Water Quality meeting; the Sustainability Foundation presented a "Communities Working Together to Embrace Housing" event at the Lake Washington Institute Technology; the Congregation for the Homeless fundraising luncheon; the Kirkland Artist Studio Tour (KAST) weekend; a King County Emergency Management Advisory Committee meeting; the soft opening for the Kirkland Wednesday Market; a ribbon cutting event for mortgage; a King County Metropolitan Solid Waste Management Advisory Committee meeting; a Greater Kirkland Chamber of Commerce Public Policy Committee Meeting; a King County Eastside Rail Corridor Regional Advisory Council meeting; a King County Eastside Transportation Partnership meeting; and a meeting with Representative Joan McBride's regional housing stakeholders group.

b. City Manager Reports

City Manager Kurt Triplett reported on some developments with A Regional Coalition for Housing (ARCH) and some signage needs for Evergreen Hospital due to road construction closures.

(1) Calendar Update

City Manager Kurt Triplett reported on the upcoming Council Retreat on May 24.

13. ITEMS FROM THE AUDIENCE

14. ADJOURNMENT

The Kirkland City Council regular meeting of May 17, 2016 was adjourned at 9:56 p.m.

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City Clerk

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Mayor



KIRKLAND CITY COUNCIL RETREAT/SPECIAL MEETING MINUTES  
May 24, 2016

1. CALL TO ORDER

Mayor Amy Walen called the meeting to order at 9:00 a.m.

2. ROLL CALL

Members Present: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Councilmember Toby Nixon, Councilmember Penny Sweet and Mayor Amy Walen.

Members Absent: None.

3. AGENDA OVERVIEW

City Manager Kurt Triplett reviewed the agenda.

4. 2016 COMMUNITY SURVEY

EMC Market & Opinion Research Consultants Andrew Thibault and Brian Vines provided an overview of the survey results.

5. FINANCIAL UPDATE

Finance and Administration Director Michael Olson and Financial Planning Manager Tom Mikesell reviewed current information on the City's financial status, upcoming mid-year budget adjustments, a price of government update, financial forecast, and the Kirkland quadrant.

6. EMERGING ISSUES

Deputy City Manager Tracey Dunlap facilitated discussion on topics including fire station funding, the police strategic plan, potential impacts of a proposed critical areas ordinance and updated surface water design manual to the Capital Improvement Program, and Council items of interest identified at the February 2016 Council retreat.

7. LUNCH

8. CITY COUNCIL TOPICS OF INTEREST

Deputy City Manager Marilynne Beard facilitated Council's discussion of items of interest identified at recent past years' retreats to determine continuing interest and direction.

9. ADJOURNMENT

The Kirkland City Council Retreat/Special Meeting of May 24, 2016 was adjourned at 2 p.m.

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City Clerk

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Mayor



**CITY OF KIRKLAND**  
Department of Finance and Administration  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100  
[www.kirklandwa.gov](http://www.kirklandwa.gov)

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## **MEMORANDUM**

**To:** Kurt Triplett, City Manager  
**From:** Kathi Anderson, City Clerk  
**Date:** May 19, 2016  
**Subject:** CLAIM(S) FOR DAMAGES

### **RECOMMENDATION**

It is recommended that the City Council acknowledge receipt of the following Claim(s) for Damages and refer each claim to the proper department (risk management section) for disposition.

### **POLICY IMPLICATIONS**

This is consistent with City policy and procedure and is in accordance with the requirements of state law (RCW 35.31.040).

### **BACKGROUND DISCUSSION**

The City has received the following Claim(s) for Damages from:

- (1) Kelley D. Caudle  
5602 Lakeview Dr. Apt. H  
Kirkland, WA 98033

**Amount:** \$5,000,000.00

**Nature of Claim:** Claimant states injury resulted from tripping on an above ground sprinkler head on the foot path off NE 60<sup>th</sup> Street near the train tracks.

- (2) Jorge Vargas Ortiz  
13740 12<sup>th</sup> Ave SW #87  
Burien, WA 98166

**Amount:** \$178.00

**Nature of Claim:** Claimant states damage to vehicle resulted from striking a loose manhole cover in the roadway at 124<sup>th</sup> Ave. and Slater Ave. NE.

**Note:** Names of claimants are no longer listed on the Agenda since names are listed in the memo.

**CITY OF KIRKLAND****Department of Public Works**

123 Fifth Avenue, Kirkland, WA 98033 425.587.3800

[www.kirklandwa.gov](http://www.kirklandwa.gov)

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Rod Steitzer, P.E., Capital Projects Supervisor  
David Snider, P.E., Capital Projects Manager  
Kathy Brown, Public Works Director

**Date:** May 26, 2016

**Subject:** CITY HALL SOUTH PARKING LOT – PRE-AWARD

**RECOMMENDATION:**

It is recommended that the City Council pre-authorize the City Manager to sign a Public Works construction contract for the City Hall South Parking Lot Project. The Project is located on the City-owned property immediately south of the Kirkland City Hall Building. (For brevity, the City Hall South Parking Lot Project will hereafter be referred to as the South Lot Project.) The pre-authorization, if approved, shall be limited. It would authorize the City Manager to sign the contract only if the lowest responsive bid price received from the lowest responsible bidder is an amount not greater than 5% over the engineer's estimate. This amount is within the total South Lot Project Budget of \$820,000.

By accepting this memo during approval of the consent calendar, City Council is authorizing the City Manager to sign a construction contract for the South Lot Project in an amount not to exceed the amount specified above.

**BACKGROUND DISCUSSION:**

In 2014, the City conducted a downtown parking study with two main objectives: increasing parking supply and improving parking operations. In January 2015, a draft study was presented to Council that highlighted several near-term and long-term parking recommendations. One near-term action item was the development of an interim parking lot on City-owned property immediately south of City Hall.

Development of the interim lot will help increase parking supply and improve parking operations in the downtown area. The site is a good location for downtown employees, providing permitted parking for those employees and freeing up downtown parking spaces for customers and visitors.

In April of 2015, with consideration of feedback received from public outreach efforts and an evaluation of overall estimated costs, City Council approved the development of an 84-stall parking lot on two parcels adjacent to City Hall (Attachment A).

In July, 2015, Public Works staff began the design and permitting process for the development of the 84-stall parking lot. Public Works staff, along with the assigned City Planner for the South Lot Project, established a construction advisory group (CAG) to inform nearby and interested stakeholders of the South Lot Project, as well as receive input on both the design and the State Environmental Policy Act (SEPA) process. With input from the CAG, the notable design elements for the parking lot include pervious asphalt paving, ADA access and dedicated parking stalls, added lighting, and landscaping. The South Lot is also proposed to be signed as permit-only parking for downtown employees during business hours, with parking available for the general public after hours and on weekends.

In December, 2015, through the CIP process, City Council approved a total Project budget of \$820,000. In February, 2016, City Council received a parking lot update which included information on the need for further geotechnical investigation to accommodate the surface water drainage for the pervious pavement surface, as well as surface water drainage calculations for the entire City Hall campus.

#### *Planning & Permitting Process*

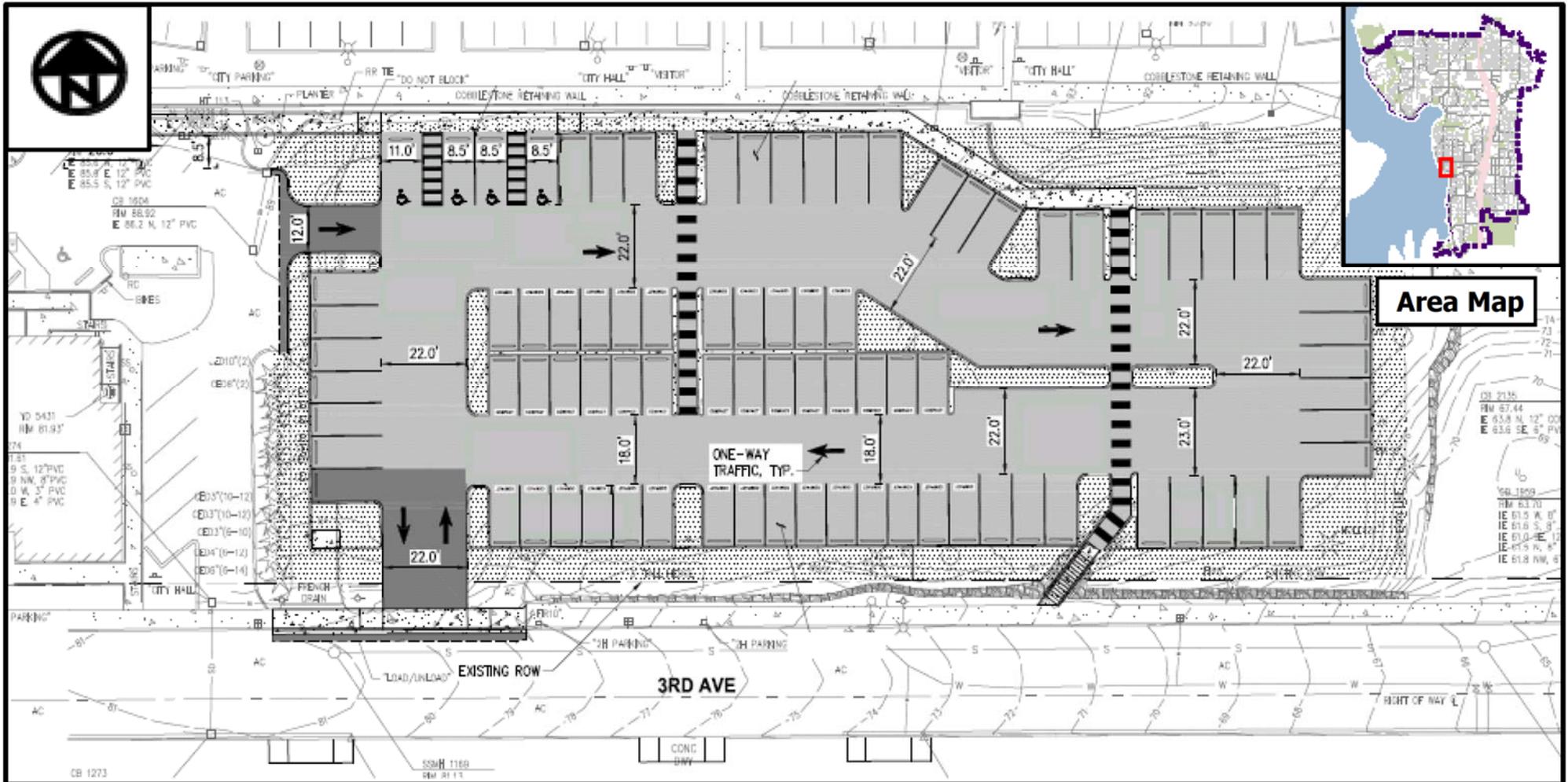
The project site is on two City owned property south of City Hall. A Process IIA zoning permit was required to include the two parcels into government facility use. The permit application was completed in March, 2016, with the SEPA Determination of Non-Significance (DNS) issued in April, 2016. The hearing examiner date was then established on May 12, 2016, with the hearing held at City Hall on May 16, 2016. The assigned planner presented facts, details, and the public process for the project. The staff report also included documentation of the determination not to underground the overhead power lines based on the established cost threshold criteria. Three members of the public commented on the project: one speaker recognizing staff efforts for the public process, one speaker commenting on use of the lot for park, and one speaker commenting on use of lot for affordable housing. All testimonies are summarized in the hearing minutes. The hearing examiner approved the project on May 19 with the development conditions outlined in the staff report. The notice of approval will be released after the appeal period has lapsed (June 2, 2016); no project activity may commence until after that date.

#### *Staff Recommendation*

As the South Lot Project's current construction schedule calls for a summer 2016 start, there is a compelling need to award the contract for the South Lot Project as soon as possible. The pervious asphalt is particularly weather sensitive. The current Project schedule calls for a project completion by late summer or early fall of 2016. An award as soon as possible will help reduce the risk of weather-related delays, and increase the likelihood of meeting the targeted completion date.

As presented to City Council in the February 2, 2016 Project Update, staff anticipates that bidding for the Project might be influenced the current construction business climate and the availability of contractor staff during a typically busy period for the general contracting business. To avoid a substantial delay in the South Lot Project caused by a low bid that may be within a relatively close margin of the estimated contract amount, staff requests Council approval for the City Manager to execute a construction contract for up to 105 percent of the current engineer's estimate plus contingency. In the event an increase in funding is needed, staff would update City Council at the first regularly scheduled City Council meeting with options for moving the Project forward.

With the receipt of a low bid price that meets the criteria specified above, staff will immediately begin the pre-construction public outreach process by notifying adjacent property owners with an informational mailer describing the Project. This information, along with a regularly updated construction schedule, will also be posted on the City's website.



**Vicinity Map**  
Permit Parking at City Hall  
84 Stall Configuration



**CITY OF KIRKLAND**  
**Department of Public Works**  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800  
[www.kirklandwa.gov](http://www.kirklandwa.gov)

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Aparna Khanal, P.E., Project Engineer  
David Snider, P.E., Capital Projects Manager  
Kathy Brown, Public Works Director

**Date:** May 25, 2016

**Subject:** 6<sup>TH</sup> STREET SOUTH SIDEWALK PROJECT – ACCEPT WORK

**RECOMMENDATION:**

It is recommended that the City Council accept the work on 6<sup>th</sup> Street South, as completed by Kamins Construction of Bothell, WA, thereby establishing the statutory lien period

By taking action on this memo during approval of the consent calendar, City Council is accepting the contract work completed for the 6<sup>th</sup> Street South Sidewalk Project.

**BACKGROUND DISCUSSION:**

The 6<sup>th</sup> Street South Sidewalk Project included construction of new concrete sidewalk, curb and gutter, together with ADA upgrades, signage, and drainage improvements along the west side of 6<sup>th</sup> Street South from Kirkland Avenue to the existing sidewalk in the 500 block of 6<sup>th</sup> Street South. The completion of the Project resulted in a continuous sidewalk on west side of 6<sup>th</sup> Street South, connecting the Norkirk Neighborhood to the Central Houghton Neighborhood and beyond.

The Project is funded in-part through a Transportation Improvement Board (TIB) grant, with an initial award amount of \$250,000. In addition, the subject Project is one of three projects to receive funding from a developer contribution in support of the recent Google expansion in the Everest Neighborhood; no City funds are included in the overall total Project budget for this sidewalk project.

During its meeting of September 15, 2015, City Council awarded the construction contract to Kamins Construction in the amount of \$319,339.22. There were two contract change orders issued during construction: one for increasing the length of a new site wall; a second for the relocation of an existing irrigation system and the removal of fir tree that was identified by a City arborist as unsalvageable once construction began. The total earned by the contractor for this project is \$320,112.21.

Construction began on October 5, 2015 and was physically complete on May 23, 2016. Thorough the construction phase, the Project Management Team worked closely with the TIB

Grant administrator to fully maximize all grant funding. In the end, however, a total \$29,086 in TIB funding was deemed ineligible for reimbursement, thereby reducing the grant contribution to \$220,914. With the balance of the Project funding originally coming from the developer contribution (see Table 1 below), the subject project will be closed-out with a neutral budget balance.

**Table 1 Funding Matrix: Grant/Developer Funding**

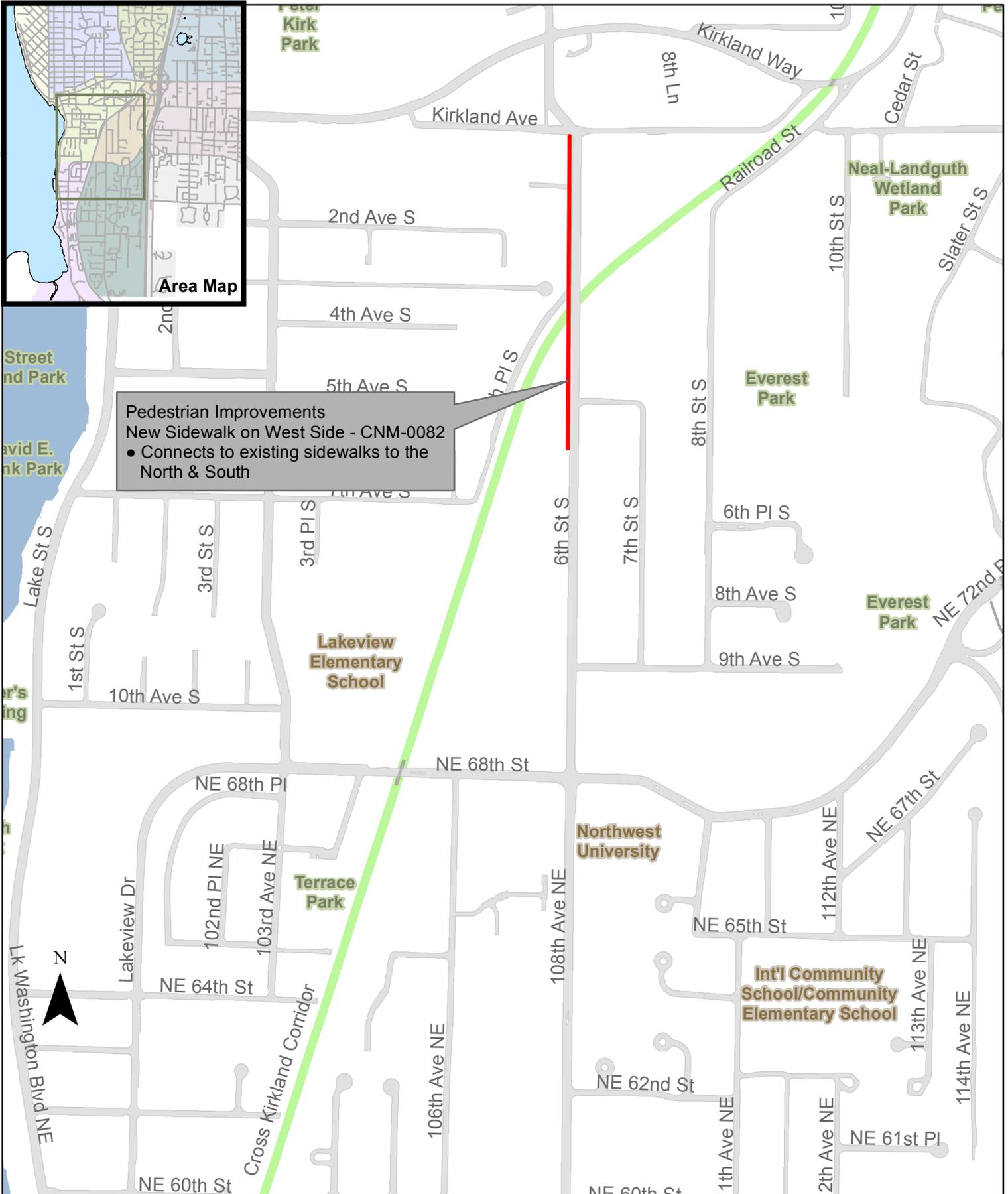
Project	TIB Grant Funding	Developer	City	Planned Budget	Current/Estimated Budget to Complete	Balance
<b>NM 0082 – 6<sup>th</sup> Street S Sidewalk</b>	<b>\$220,914*</b>	<b>\$333,100</b>	<b>\$ 0</b>	<b>\$554,014</b>	<b>\$512,418</b>	<b>\$41,596</b>
TR 0065 – 6 <sup>th</sup> St S & Kirkland Ave Signal	N/A	\$1,200,500	\$ 0	\$1,200,500	\$1,242,096	-\$41,596
TR 0115 – 6 <sup>th</sup> St S & 9 <sup>th</sup> Ave Signal	N/A	\$1,013,300	\$ 0	\$1,013,300	\$1,013,300	\$ 0
<b>TOTAL</b>	\$220,914	\$2,546,900	\$ 0	\$2,767,814	\$2,767,814	<b>\$ 0</b>

\* Reduced from original amount of \$250,000

As shown in Table 1 above, there are three projects that were part of SEPA mitigation associated with the expansion of the Google campus. In all, the developer contributed a total of \$2,546,900. With the subject Project being completed for an amount less than originally estimated, there is over \$41,000 remaining in the funding matrix above; however, after a friendly but complicated (and protracted) right-of-way negotiation phase for both signal improvement locations, there has been a comparable increase in the right-of-way costs associated with the 6<sup>th</sup> Street South and Kirkland Way Signal project (TR 0065). The current result is a net-zero for the budget at this point.

In addition to the increased right-of-way costs, the overall costs for the surface water elements of both signal locations is tracking higher than originally estimated. As a result, it may be necessary for staff to return to City Council prior to advertising for contractor bids with a request for adding City surface water funds to the budget for the remaining projects. The plans and specification for these two remaining signal projects are currently in the 90% design status and the final stages of property acquisition. The current schedule for these improvements shows staff bidding both as a combined Intersection Improvement Project in July, followed by a return to City Council with a contract award recommendation in August, 2016. If the 100% complete design shows a need for additional funding, staff will return to City Council with a request-to-advertise the Project with a summary of any projected budget shortfall, together with the recommended means to account for a budget increase, if needed.

Attachment A – Vicinity Map  
Attachment B – Project Budget Report



**Pedestrian Improvements**  
**New Sidewalk on West Side - CNM-0082**

- Connects to existing sidewalks to the North & South

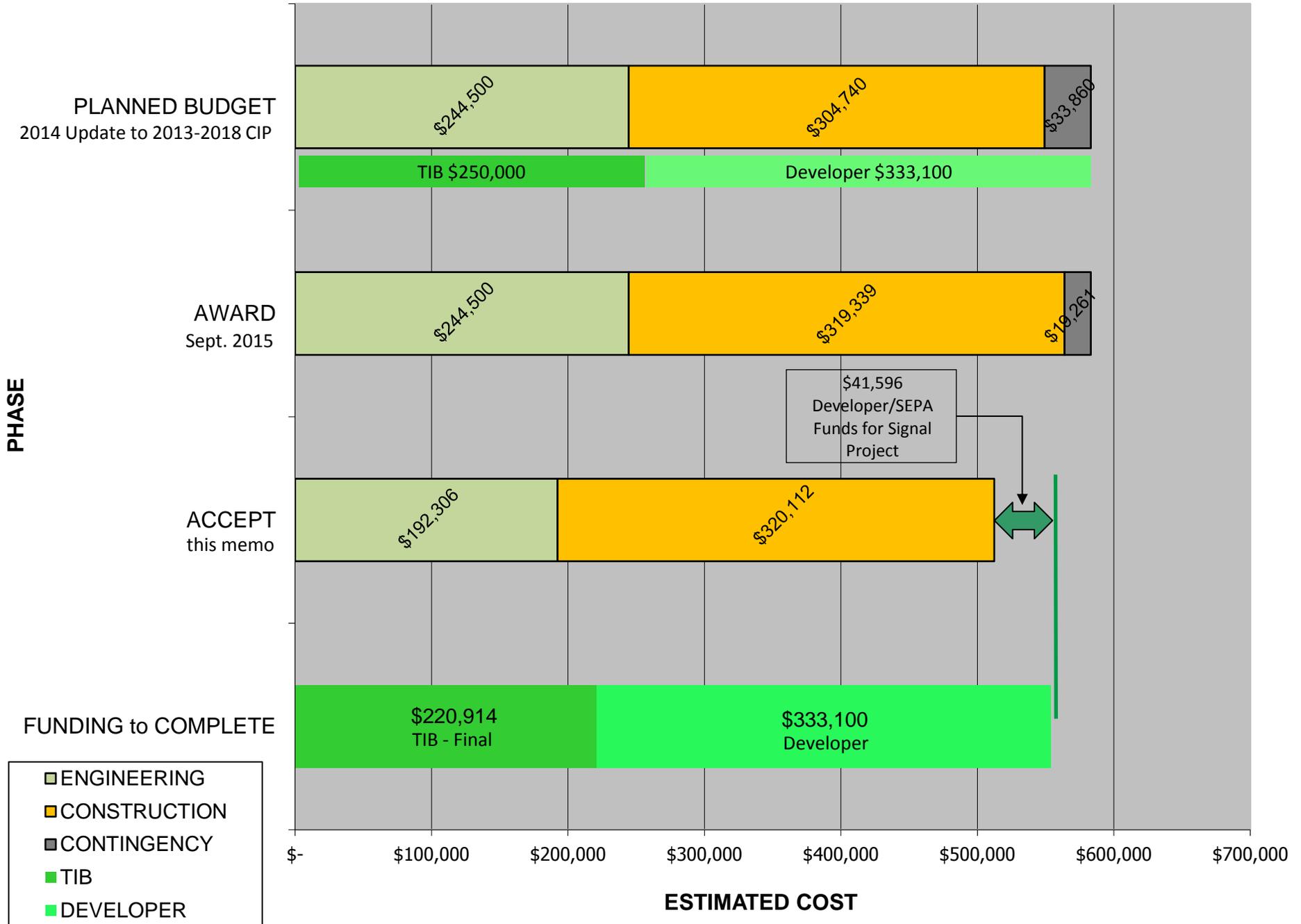


**Vicinity Map**  
 6th Street South Improvements

**6TH STREET SOUTH PEDESTRIAN IMPROVEMENT PROJECT  
(CNM - 0082)**

Attachment B

**PROJECT BUDGET REPORT**





**CITY OF KIRKLAND**  
**Human Resources Department**  
123 5<sup>th</sup> Avenue, Kirkland, WA 98033 425-587-3210  
[www.kirklandwa.gov](http://www.kirklandwa.gov)

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## **MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** James C. Lopez, Director of Human Resources & Performance Management

**Date:** June 1, 2016

**Subject:** Ratification of 2015-2017 AFSCME Local 1837 Collective Bargaining Agreement

## **RECOMMENDATION**

That the Council adopts the 2015-2017 Collective Bargaining Agreement between the City of Kirkland and the AFSCME Local 1837.

By accepting this memo during approval of the consent calendar, the Council is approving the Agreement. The attached MOUs do not require approval by the Council but are included for the Council's information.

## **BACKGROUND DISCUSSION**

The American Federation of State, County and Municipal Employees, Local 1837, Washington State Council of County and City Employees (AFSCME) is the largest bargaining unit in the City of Kirkland with 195 employees currently filling 103 job classifications. AFSCME employees play an important role in most every part of City services with participation spanning across nine of the eleven departments. AFSCME job responsibilities include but are not limited to administrative and judicial support professionals, technicians, coordinators, planners, inspectors, finance professionals, information technology professionals, engineers and analysts.

The City of Kirkland was advised that on May 27, 2016 members of the AFSCME Local 1837 approved the proposed 2015-2017 Collective Bargaining Agreement and the attached Memorandums of Understanding (MOU).

Some highlights of the agreement are:

- Three year agreement (January 1, 2015-December 31, 2017)
- Percentage based wage increases:
  - 2015 – 2%
  - 2016 – 2%
  - 2017 – 2%
- Clarifying language for Article 5.2 - Types of Employment in accordance with the Affordable Care Act (ACA)
- Clarifying language to Article 8 - Seniority and Layoff

- Language incorporating the elements of the MOU on Eligibility for High Deductible Health Plan/ Employee Health Center (effective April 1, 2015)

The attached MOUs were also approved by the members of the AFSCME Local 1837 (not subject to Council approval).

Some highlights of the MOUs are:

- One-time lump sum payment of \$500 to eligible employee HRA VEBA accounts (previously authorized by Council resolution).
- One time option for those employees currently in job classifications of Data Entry Clerk, Office Technician and City Clerk Assistant to convert their position to Office Specialist.
- Convening of a workgroup consisting of members from the City, AFSCME and other stakeholders to review the current City sick leave policy.
- Hiring of a consultant and convening a joint City and AFSCME committee to evaluate the current AFSCME job classification structure (as described below). Staff will be requesting funding to help facilitate this study from the Council in July.

Members of Negotiation Teams warrant commendation for this collaborative negotiation process.

Staff is pleased to recommend to City Council the ratification and adoption of this Agreement (or a substantially similar version if minor corrections become necessary) with the AFSCME Local 1837.

### **JOB CLASSIFICATION PROJECT OVERVIEW**

The AFSCME contract negotiations have been longer and more complex this bargaining cycle due in large part to a salary survey performed by the City in collaboration with the bargaining unit. This delay was not unexpected given it has been several years since the last survey and existing job classifications are unnecessarily specific and complex. For example there are currently 103 classifications for 195 employees. As a result, it became apparent that the parties should prioritize an enterprise wide review of AFSCME classifications to evaluate issues such as internal equity, redundancy, organizational efficiency and a more streamlined approach to find comparable job matches in the marketplace. During the collective bargaining process the parties agreed to create a joint project to review job classifications and make recommendations on areas of reform.

As part of that agreement, the parties will convene a Job Classification Review Board made up of management staff and AFSCME representatives (the "Review Board") to oversee the development and implementation of the project. This Review Board will meet at least two times each month to move this process forward. In addition, an outside consultant will be needed to assist in this work.

Current needs identified in the AFSCME MOU include:

- Determining if classification groups would be beneficial
- Evaluating the classification system and job descriptions of other cities
- Determining how salaries will be impacted from any proposed changes
- Evaluating minimum percentages between steps within a classification

- Evaluating the need to revise and consolidate job descriptions

The Review Board will determine which items can be researched internally, and which areas would benefit most from a consultant. The City plans to request bids from at least three consulting firms to provide scope of work, timelines and cost projections to complete the consultant portion of the project. Consulting firms will be provided salary schedules and departmental organizational charts, as well as, a list of requirements in order to create a scope of work catered to the Review Board's determination of need.

If and when a consulting firm is hired, the Review Board will regularly review progress to ensure that the program moves forward. The vision for this review includes interviews with department directors, managers and employees on current responsibilities, changing business needs and future planning. This work includes reviewing City of Kirkland job families, organizational job equities, classification programs and job description styles in other cities.

When work is completed, any recommendations for change will be brought to the bargaining process between the City and AFSCME. Staff will be requesting funding to help facilitate this study from the Council in July.

*Attachment: City of Kirkland and 2015-2017 AFSCME Local 1837 Collective Bargaining Agreement*

# AGREEMENT

by and between

**The City of Kirkland, Washington**

and

**LOCAL #1837**  
Washington State Council  
of County and City Employees  
of the  
American Federation of State,  
County and Municipal Employees  
AFL-CIO

January 1, 2015 through December 31, 2017

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**APPENDICES**

**A – High Deductible Health Plan**

**B – Health Reimbursement Account – HRA (VEBA)**

**C – Salary Schedules**

## PREAMBLE

THIS AGREEMENT is made by and between the CITY OF KIRKLAND, WASHINGTON, (hereinafter referred to as the “Employer”), and Local 1837, Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the “Union”).

The purpose of the Employer and the Union in entering into this Agreement is to set forth their entire agreement with regard to wages, hours, and working conditions so as to promote uninterrupted public service, efficient operations, and harmonious relations, giving full recognition to the rights and responsibilities of the Employer and the Employees.

## ARTICLE 1 – DEFINITIONS

As used herein, the following terms shall be defined as follows:

1.1 **Affected Group:** An Affected Group would be any job classification that is subject to a layoff.

**Affected Employees:** An Affected Employee would be the least senior employee(s) within an affected job classification which are subject to lay-off or reduction in force and have certain rights as a result

1.2 **Application of Seniority**

How an employee’s years of continuous service are utilized to determine their respective rights in regard to postings, promotions, transfer, layoff, or recall.

1.3 **Bargaining Unit (Union):** shall be Local 1837 Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, AFL-CIO.

**Bargaining Unit Seniority:** the total length of continuous calendar-based service with the bargaining unit and the Employer.

1.4 **Bumping;** The displacement of a less senior regular employee by another regular employee with more seniority as defined by this Article.

1.5 **Competence:** Competent shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the Employer.

Competence / Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.

1.6 **Employer Seniority:** the total length of continuous calendar-based service with the Employer. Upon successful completion of the probationary period, the Employer seniority of the Regular employee shall be established as the initial date of hire including the service during the probationary period.

1.7 Comparable Employment: “Comparable employment,” “comparable position” or vacancy shall be defined to include a position which has the same salary pay range and, additionally, the educational and experience qualifications, FTE and work-week are substantially similar.

1.8 Continuous Service: shall be uninterrupted calendar-based employment with the Employer subject to the following provisions: service is terminated by resignation, termination, retirement, layoff or failure to respond to two offers of recall to former or comparable employment or suspended during leaves without pay of thirty (30) continuous days or more.

1.9 Department Seniority: Seniority for the purpose of intra-departmental promotion and transfer shall consist of continuous calendar-based service of the employee with the department.

1.10 Employer: shall mean the City of Kirkland.

1.11 Employee: shall mean a person occupying a position and paid a salary or wage by the City of Kirkland who is a member of the bargaining unit (as defined in Article 2.1 hereof) covered by this Agreement. Employee shall not include any person retained by the Employer under a written personal services or consultant contract or agreement.

1.12 Executive, Administrative, and Professional Employees: shall mean all employees as defined in WAC 296-128-500.

1.13 Flex-time: shall mean an authorized alternative work schedule.

1.14 Immediate Family: shall mean persons related by blood, marriage, domestic partner (as defined by Employer Policy), legal adoption or guardianship in the degree of relationship of spouse/partner, child, parent, grandparent, brother, sister, grandchild, and other persons with the approval of the City Manager or designee.

1.15 Job classifications and salary steps: are listed and categorized in Appendix A of this Agreement.

1.16 Job Classification Seniority: shall be defined as the total length of continuous service in a job classification within the Bargaining Unit

1.17 Layoff –A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTE’s covered by this agreement.

1.18 Loudermill Rights: is the process of being informed in regards to disciplinary action. Loudermill Rights are the employees’ rights of due process and to not be deprived of the property rights of their positions without due process.

1.19 Members of Employee’s Household: shall mean persons who reside in the same home, who have reciprocal and natural or moral duties to and/or do provide support for one another. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or a commune.

1.20 Oral Warning: shall be consistent with Article 7.6 addressing specific performance issues and what needs to be done to correct the performance issue.

1.21 Overtime: shall mean all Employer-required work which has been performed in excess of forty hours per week.

1.22 Promotion: shall be the appointment of an employee to a higher paid classification.

1.23 Regular full-time Employee: means any salaried employee, hired for an indefinite period of time, who works forty or more hours per week on a fixed, regular schedule and is compensated and accrues benefits based on full-time employment.

1.24 Regular part-time Employee: means any salaried employee, hired for an indefinite period of time, who works less than forty hours per week on a fixed regular schedule and is compensated and accrues benefits proportionate to the number of hours worked per pay period, for the purpose of Medical Benefits the pro-rated amount will be based upon the approved FTE as referenced in section 5.2.2

1.25 Temporary Employee: shall mean an employee hired for a specific purpose or project and for a specific or definite period of time.

1.26 Transfer: shall mean the reassignment of an employee to the same classification in a different Department with different duties and responsibilities, or to a different classification in any Department, provided such different classification is equal or lower in pay than the employee's previous classification. A transfer to a lower paid classification represents a voluntary non-disciplinary demotion.

1.27 Vacation: shall mean a scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he or she does not work.

1.28 Weingarten Rights: are employees' rights to Union representation during an interview that the employee reasonably believes may lead to disciplinary action.

1.29 Working Day: shall mean for the purpose of timelines associated with grievances, appeals and policy issues, an 8-hour working day, excluding holidays.

1.30 Written Warning: shall describe both the problem and the needed correction in specific terms, and the potential consequences if it reoccurs. A Written Warning shall be part of the employee personnel file. Weingarten Rights must be upheld.

## **ARTICLE 2 – RECOGNITION**

### **2.1 RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative for all regular employees of the City of Kirkland as noted in the classifications identified in Addendum A – Salary Schedules, excluding supervisory and confidential employees.

2.1.1 The Employer also recognizes the Union as the exclusive bargaining representative for all temporary employees, as defined in Article 5.2.3, working in those job classifications except interns and work study students. The Union agrees that representation of temporaries shall not include input into decisions regarding the tenure of temporary employees. With respect to new job classifications, see Article 2.2.

2.1.2 The Employer also recognizes the Union as the exclusive bargaining representative for those Seasonal or On-Call employees working in represented job classifications, who attain benefits eligibility, consistent with Articles 5.2.4 and 5.2.5,

2.1.3 Both the Employer and the Union recognize the benefit of utilizing volunteers from the local community. Volunteers shall be limited to performing tasks enumerated in mutually agreed to job descriptions which shall include work that is supportive of work performed by regular bargaining unit employees.

## **2.2 NEW CLASSIFICATIONS**

When new regular or temporary positions are created within the departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action ten (10) working days prior to the date that the position is first posted or advertised.

When existing classifications are substantially modified within the departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action within ten (10) working days of the date that the position is first posted / advertised or the proposed effective date of the action that would change the status of the classification.

It is mutually agreed that it is the intent of the parties to meet, upon request by either party, in order to include or exclude new or modified positions in the bargaining unit consistent with the duties, responsibilities, and organizational level of the classification.

The parties agree that new classification(s) designated and approved by the Employer to be within the non-represented pay plans shall be excluded from the bargaining unit, absent a request to meet within thirty (30) calendar days. Existing bargaining unit classifications shall remain within the bargaining unit absent a mutual agreement by the parties or a decision by the Public Employment Relations Commission (PERC).

If either party disagrees with the pay plan designation for a new or reclassified position, the parties recognize the determination of whether the position is included within the bargaining unit may be reviewed by PERC upon petition by either party or jointly. Should PERC determine the classification to be included in the bargaining unit, the position shall be placed within the Union salary schedule at the appropriate rate of pay and at a step arrived at either by mutual agreement / negotiation or PERC ruling.

## **ARTICLE 3 – UNION SECURITY**

### **3.1 MEMBERSHIP**

Subject to the provisions of this Article, all employees in the bargaining unit who are members of the Union as of the signature date of this agreement shall remain members in good standing for the term of the agreement.

3.1.1 As of the signing of this agreement, grandfathered employees that have elected not to become Union members are not obligated to pay any monies to the Union under the terms of this agreement, except as provided in Article 3.1.2

3.1.2 When a grandfathered employee voluntarily changes departments, to fill a represented position, they will be responsible for paying Union dues or a service fee in accordance with Article 3.2.

### **3.2 DUES DEDUCTION**

Any employee hired to a position represented by the bargaining unit shall, within thirty (30) days of employment, become and remain a member of the Union; provided that in the event any employee wishes to withdraw from the Union or does not wish to become a member of the Union, the employee shall pay each month an amount equivalent to the Union dues as a service fee toward the cost of the negotiations and administration of this agreement. Such service fee shall not exceed the dues attributable to being a member of the Union.

Dues and service fees levied above shall be deducted by the Employer and provided to the Union upon written authorization from the employee as a condition of employment. Dues and service fee deductions shall not be modified more than once per year. Rights of non-association, dues deductions and any service fee shall be administered consistent with applicable state and federal law.

If any employee does not have a check coming to him or her, or the check is not large enough to satisfy the deduction, no deduction shall be made from that employee for that month. The Union agrees to refund to the Employer any amounts paid to it in error upon presentation of proper evidence.

The Union shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union.

The Employer recognizes that employees of the City of Kirkland may, at their discretion, pay a service fee in lieu of union membership dues. The Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

### **3.3 BARGAINING UNIT ROSTER**

The Employer shall provide the Union with a roster of employees covered by this Agreement on an annual basis or as needed pursuant to Article 8. The roster shall include name, address, salary, classification, department, hire date and termination date.

The Union agrees to supply Human Resources with current lists of officers and stewards. The Employer will recognize the officers and stewards as soon as the list is received, in writing, by Human Resources.

### **3.4 NONDISCRIMINATION – UNION ACTIVITY**

Neither party shall discriminate against any employee because of membership in or non-membership in or activity on behalf of the Union. No employee shall be discharged or discriminated against for upholding Union principles, fulfilling duties as an officer in the Union or serving on a Union committee.

## **ARTICLE 4 – UNION / EMPLOYER RELATIONS**

### **4.1 UNION ACCESS**

The Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

### **4.2 FACILITY USE**

The conduct of Union business on Employer time and premises shall be subject to the limitations set forth in this Article and with the understanding that no Union member or officer shall use Employer's equipment in the conduct of Union business.

The Union shall be permitted to use designated premises of the Employer for Union meetings, with or without Union staff present, provided it is not disruptive to operations and space is available. Use of Employer's premises for meetings shall be limited to the hours of 5pm to 8am and 12pm to 1pm, unless otherwise approved by the Employer.

### **4.3 STEWARDS**

The Union shall provide the Human Resources Department with a current list of all stewards and officers. With notice to the Employer, stewards and/or the officers shall be allowed reasonable time during working hours to investigate and process grievances, as defined in Article 4.8, 4.9 and 19.4. Employees shall attend Union meetings on their own time.

The Employer recognizes that the Union is entitled to at least one steward in each department in which bargaining unit members are employed.

### **4.4 ORIENTATION**

During the new employee orientation process, the Employer will notify the employee of the requirements of Article 3.1, as appropriate to the respective classification, and Union contact information.

### **4.5 BULLETIN BOARDS**

The Employer will provide a bulletin board for Union use. No materials shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions, similar Union notices, letters, and memoranda. All material shall be signed by an officer of the Union. Union will limit the posting of any material on the Employers' premises to its bulletin board.

### **4.6 CONTRACT DISTRIBUTION**

The Union will provide access to a copy of this Agreement to each new and current employee in the unit.

#### **4.7 NEGOTIATIONS RELEASE TIME**

The Employer will make a good faith effort to assist in providing release time for Union negotiating team members participating in contract negotiations if negotiations take place on work time, provided that coverage can be arranged.

#### **4.8 GRIEVANCE RELEASE TIME**

Prior to any proposed investigation of a grievance, stewards or officers provide notice to their and the grievant's supervisor, which will be granted unless the steward, officer or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time. When it is necessary for stewards or officers to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the Employer for such steward activities outside the employee's work shift, without express pre-authorization by the steward's Department Director or Human Resources.

#### **4.9 UNION BUSINESS**

Compensable Union business shall be defined as meeting with an authorized Employer representative who schedules a meeting during normal business hours when it is necessary for a duly authorized officer of the Union (who is also a member of the bargaining unit) to attend for the purpose of resolving a grievance filed by a member of the bargaining unit, or other issues that require the presence of a Union official. When reasonably possible, the Union representative will notify their Supervisor or designee when they are requested to attend a Union meeting during regular business hours. Consistent with Articles 4.3, 4.8 and 19.4, stewards and/or the officers shall be afforded reasonable time for the investigation of grievance and compliance issues dealing with this Agreement. Other Union business will not be conducted on Employer time.

Any concerns by the Employer which indicate that a Union officer or steward is spending an unreasonable amount of time performing Union duties shall be referred to Human Resources for discussion and resolution with the Staff Representative of the Union or their designee.

The Union and the Employer have the right to communicate on matters of concern using e-mail, written correspondence, and telephonic communications. The Parties agree to ensure that all stakeholders are notified and copied appropriately. The parties agree to respond to written and e-mail correspondence within 10 working days and telephonic messages as soon as reasonably possible.

### **ARTICLE 5 – EMPLOYMENT**

#### **5.1 PROBATIONARY PERIODS**

Probation - A new employee shall work under the terms of this Agreement, but shall be subject to the normal six (6) month probation period, during which time the employee may be discharged without recourse from the employee or the Union.

The Employer may extend the six month probationary period for new employees up to an additional six months. The Employer shall provide a written notice to the Union no less than fourteen (14) calendar days prior to the probationary period's expiration of his or her intent to extend a probationary period. The Union may request reconsideration of the decision within fourteen (14) calendar days of the date of the notice. The employee will remain on probation until such time as a resolution has been determined.

When temporary employees are hired into a regular position, the duration of the probationary period completed during the temporary assignment will be applied to the probationary period of the regular position utilizing the following criteria:

- There is no change in Classification when moving from the temporary to the regular position.
- There is no change in Department when moving from the temporary to the regular position.
- There is no change in Supervisor when moving from the temporary to the regular position.
- The employee has demonstrated full performance of the job during the temporary assignment.
- The employee has not had performance issues during the temporary assignment.

The Union will be notified if a probationary period is extended or restarted at the time of hire into the regular position.

Trial Service Period - Employees who are transferred or promoted to another position and/or classification in the bargaining unit shall serve a trial service period for six (6) months of work, consistent with Article 7.3.

## **5.2 TYPES OF EMPLOYMENT**

### **5.2.1 Regular Full-Time Employees:**

A regular full-time employee is scheduled to work forty (40) hours per week in a regularly budgeted, on-going position. Regular full-time employees are eligible to receive the standard benefit package.

### **5.2.2 Regular Part-Time Employees:**

A regular part-time employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. Regular part-time employees are eligible to receive the standard benefit package, prorated to match the FTE percentage and adjusted by actual hours worked for vacation accruals, sick leave, and holiday pay. For medical and dental premiums the monthly premium will be prorated by their FTE plus an additional 10% of their FTE. For example a .8 FTE's benefits premiums will be prorated by .88%. Vision benefits will be paid at 100%.

### **5.2.3 Temporary Employees:**

A temporary employee is hired for a specific assignment that has a duration of employment and schedule that is anticipated to work one thousand and forty (1,040) hours or more in a twelve (12) month period.

A temporary employee is eligible for the standard benefits package and will be applied based on the definitions in 5.2.1 and 5.2.2 based on their anticipated work schedule.

If a regular employee accepts an assignment of a temporary position, that employee will be eligible for return rights to their former position upon completion of the specific assignment or term of the temporary employment or upon twenty (20) calendar days' notice from the Employer or 30 calendar days' notice from the employee, whichever is earlier. The regular employee shall continue to earn seniority as to their former position during the period of the temporary position assignment. Any new-hire employee who is hired to fill the vacancy, which was created by the regular employee accepting a temporary position, will also be hired as a temporary employee and that employee will cease to have employment rights upon the return of the regular employee to the former position.

Union membership will be required per Article 3 for represented classifications, per the terms of the Agreement. Regular employees moving to a temporary position, as above, will become or remain Union members, per the Agreement representing the temporary position.

After a temporary position is filled longer than three (3) years, the Employer will provide notice and meet and discuss the status of the position with the Union, upon request. If or when the position is fully funded, a temporary employee may apply for that position. The Union may, however, request discussion of the status or term of a temporary position at any point during the temporary position.

Employees in temporary positions serve an anticipated but not guaranteed term. While a term of employment is anticipated, the assignment / project may be terminated at any time for any reason, with or without notice.

#### 5.2.4 Seasonal Employees:

A seasonal employee works for a specific amount of time and is not anticipated to work more than six (6) months. A seasonal employee is not eligible to receive the benefits package.

#### 5.2.5 On-Call / Extra Help Employees (Variable Hour Employees):

A variable hour employee works in a limited, but on-going capacity. They do not have a specific end date. Their schedule may consist of an intermittent or varying schedule per week on an as needed basis, and are anticipated to work fewer than one thousand and forty (1,040) hours within a twelve (12) month period. They are not eligible for the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point and applied based on Article 5.2.2 above. Union membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.

### 5.3 Contractors

The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement. "Contractors" who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work.

#### 5.4 Students / Interns

Student and Internship programs may be created by the employer provided such does not take work away from budgeted classifications represented by the Union, the Union is provided notice and, upon request by the Union, the Employer meets with the Union to discuss the impacts and benefits of the program.

## **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

### **6.1 WORKDAY / WORKWEEK**

A regular full-time workweek shall consist of forty (40) hours of time actually worked or compensated within a seven (7) day period (typically Sunday 12:00 a.m. through Saturday 11:59 p.m.). Changes in work schedule, which may include changes in the schedule or total hours, shall be consistent with Article 6.2.

### **6.2 WORK SCHEDULES**

The normal work schedule for full-time employees shall be Monday – Friday, 8am to 5pm. The employer may change the work schedule at any time. If the Employer makes a non-emergency change in the employee's work schedule, the employee shall be given at least ten (10) working days' notice prior to the new schedule going into effect.

6.2.1. If the Employer makes a change in a non-exempt employee's normal work schedule with less than 48 hours' notice, the employee shall be paid a ten percent (10%) premium based on the employee's regular straight time hourly rate of pay for the remainder of work week hours the employee is assigned to work outside his or her regular schedule.

6.2.2 Employees shall be permitted to maintain other employment to the extent that it does not impair the employee's ability to perform his or her normal work duties and/or responsibilities with the City of Kirkland, nor create a conflict of interest as defined by the Employer's Personnel policies.

Flex Time - Employees may work flex time with written approval of the Department Director. Approved flex time shall constitute an employee's normal work schedule and must represent forty (40) hours per work week for full-time employees and such schedule shall comply with the Fair Labor Standards Act and WAC 296.128-500.

### **6.3 REST / MEAL BREAKS**

All employees shall receive a fifteen (15) minute break for each four (4) hours worked, in addition to their lunch break. Lunch break shall be on the employees' own time. Employees working three or more hours longer than a normal work day schedule shall be allowed at least one (1) thirty (30) minute unpaid meal period prior to or during the additional work period. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest breaks are not required. Missed rest breaks are not

compensable as overtime. Breaks may not be collected or not taken in order to shorten the work day or work week.

Employees who because of the nature of their work or by specific direction of their supervisor are required to eat their lunch at their work station shall be provided a paid meal period. Employees whose meal period is normally unpaid may be paid overtime (per Article 6.4) for the time worked or have the day or workweek adjusted.

## **6.4 OVERTIME**

### **Overtime Eligible**

Employees listed in the salary schedule as “overtime eligible” are entitled to overtime compensation. Overtime shall be compensated at one and one half (1 ½) times the employee’s normal hourly rate of pay or time off at that rate for all time worked over forty (40) hours per week. Overtime shall be paid in fifteen (15) minute increments. Employees subject to emergency callback and not in a standby mode shall have holiday hours included in the calculation of hours worked for the purpose of calculating overtime.

6.4.1 For purposes of computing overtime, all contractual holidays, comp time, sick leave and vacation time shall be considered as time worked.

6.4.2 While overtime is not paid for working over a regular scheduled shift, unless such results in over forty (40) hours compensated for the workweek, either the employee or the Employer may propose an “adjusted work-week” (i.e. flexing hours within that same work week). The adjusted work week must also be approved in advance by the employee’s immediate supervisor and should be established at the time of authorizing the hours worked over a regular shift. The adjusted work week must be by mutual agreement.

6.4.3 Non-pyramiding - Premium or overtime pay shall not be duplicated or pyramided. Except in emergent / emergency situations, all overtime must be approved in advance by the employee’s immediate supervisor.

### **Overtime Exempt**

Employees listed in Appendix A as “overtime exempt” are considered to be executive, administrative, or professional employees and are not entitled to overtime compensation. These employees are responsible for scheduling and performing their duties consistent with their job requirements and the needs of their department. In so doing, these employees occasionally may be required to work extra time beyond their normal work schedule and will be allowed to take discretionary time off with pay, provided that it does not interfere with the functions of their department. Greater variation in work schedules may be necessary for some employees depending on their job requirements. It is not required that extra time worked and discretionary time off be balanced hour for hour. The payment of the basic salary and benefits is not affected by extra time worked or discretionary time away from the job.

When scheduling use of discretionary time, employees will consult with their immediate supervisor prior to taking the time.

## **6.5 COMPENSATORY TIME**

Generally, overtime shall be paid rather than compensatory time granted. Overtime shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay. Compensatory time shall be awarded by mutual agreement between the employee and the supervisor at the time of authorizing the overtime.

Compensatory time, accrued in lieu of cash compensation for overtime hours worked, shall be paid out on an annual basis, on the first pay day following November 1<sup>st</sup>, for all hours earned through October 31<sup>st</sup>, provided however, with written notice submitted to the payroll preparer prior to October 31<sup>st</sup>, the employee may elect to carry over up to forty (40) hours of compensatory time into the next cycle year.

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement. Premium or overtime pay shall not be duplicated or pyramided unless required by the Fair Labor Standards Act, in which case premium or overtime pay shall be based on the employee's regular rate of pay.

## **ARTICLE 7 – EMPLOYMENT PRACTICES**

### **7.1 NONDISCRIMINATION**

The Employer and Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with Federal or State law governing employment discrimination. Administration and application that is not in contravention of Federal or State law shall not be construed to be discrimination under this Article.

The Union and the Employer agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the Employer nor the Union shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

### **7.2 JOB POSTING**

When a job opening or vacancy in the bargaining unit occurs, notice of such position shall be posted by the Human Resources department for a period of no less than five (5) working days before the position is filled. Job openings shall always be posted internally (“internal posting”) and may also be posted externally. Except as limited by Article 7.3, the Employer may consider applicants from within the Employer or may advertise and solicit applicants simultaneously from outside the City. The posting shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, the department to whom the position will report and the application process. Union positions will be identified as such.

### **7.3 PROMOTIONS**

When a new position is created or a vacancy occurs, the Employer shall select the most qualified candidate to fill the position. The Union recognizes the Employer's obligation to comply with State and Federal statutes regarding Affirmative Action. At the discretion of the Employer, outside

recruitment and selection may take place. It shall be the goal of the Employer to promote insofar as possible from the ranks of the employees. When an employee applies and is not selected for a vacancy, he/she will receive notification.

Promotions to a higher job classification shall be according to ability and seniority; ability determined to be equal, seniority shall prevail. There shall be a six (6) month trial service period, or less at the Employer's option, for such promotions, in order for the employees to acquire skills and demonstrate their qualifications, during which time the employee shall be compensated at the higher rate of pay. At any time during the trial service period the Employer may assign the promoted employee back to their previous position to help with workload or training.

During the trial service period, an employee promoted to a regular position may return to the former position by their choice. The employee may also be returned to their former position upon an evaluation of unsatisfactory performance by the employer during the six (6) months trial service period. Upon returning to the former position, the employee shall retain their seniority and be placed in the salary schedule and step in which they would have been had they not been promoted. The employee may voluntarily waive their return rights in writing, with a copy to the Union, at any point after the promotion has occurred.

Employees who are transferred or promoted to another position and/or classification in the bargaining unit shall serve a trial service period for six (6) months of work. The employer shall not be required to hold the positions open from which the employees were transferred or promoted. If the position is eliminated or filled, the trial service period and any associated return rights will end. If the previous position is filled, the right to assign the promoted employee back to the previous position to assist with workload or training shall continue. During the trial service period, the employees may be reassigned to their previous positions and/or classifications at the sole discretion of the Employer. However, the discharge or discipline (as defined in Article 7.6) of a transferred or promoted employee shall be subject to the grievance procedure.

#### **7.4 PERSONNEL FILE / POLICIES**

Unless otherwise provided by the terms of this Agreement, the City of Kirkland Administrative and Personnel Policies shall apply to members of this bargaining unit. Employees shall also refer to Employer policies to resolve matters not covered by this Agreement or for clarification of matters covered by this Agreement. However, where there is a conflict between Employer policies and any provisions of this Agreement, the provision(s) of this Agreement shall govern.

Employees shall have access to their personnel file with reasonable frequency. Upon request to the Human Resources department, access shall be provided within a maximum of four (4) working days. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The Employer's failure to abide by this section pertaining to personnel file access shall not affect the Employer's ability to proceed with the merits of discipline or discharge but may be a separate Union grievable matter and any grievance time-lines will be correspondingly extended.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. Upon approval of the Human Resources

Department, employees may add additional documents to their personnel file including, but not limited to, certifications, degrees, and commendations.

## **7.5 EVALUATIONS**

The purpose of an evaluation is to help an employee be successful in performance and to understand the standards and goals of their position and their department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

Evaluation may occur in two forms:

7.5.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

7.5.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 7.6.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable, however, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

## **7.6 DISCIPLINE / CORRECTIVE ACTION**

The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

No employee shall be discharged except for just cause. The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral warnings, which will be documented;
- written warnings – which may also include work performance improvement or corrective action plans for poor work performance or misconduct;
- suspension without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. Upon request, they shall be afforded a Union representative. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral warning). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation if requested by the employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary employee was for just cause. Just cause shall be established if the following has been shown by the Employer:

- 7.6.1 That the Employer did forewarn employee of possible consequences of conduct;
- 7.6.2 That the Employer policy, rule, or order involved reasonably related to the orderly, efficient, or safe operation of the Employer;
- 7.6.3 That before administering discipline, the Employer did make an effort to discover whether employee did, in fact, violate or disobey an Employer policy or rule;
- 7.6.4 That the Employer conducted its investigation objectively;

7.6.5 That, in the investigation, the Employer did obtain evidence or proof that the employee violated such Employer policy or rule;

7.6.6 That the Employer applied its rules, orders, and penalties without discrimination under the circumstances; and

7.6.7 That the degree of discipline was reasonably related to the seriousness of the offense and/or the employee's record.

## **ARTICLE 8 – SENIORITY- (Section 8.1-8.4)-LAYOFF (Section 8.5-8.15)**

### **8.1 ESTABLISHMENT OF SENIORITY**

Seniority shall be established upon appointment to a regular full-time or part-time, budgeted position within the bargaining unit. No seniority shall be established while an employee is employed in a Temporary, Seasonal or On-Call position. Time in service in a Temporary or benefitted Seasonal / On-Call position shall count for leave accrual or step movement purposes only. A Temporary employee or a Regular employee in a Temporary position who is hired without a break in service directly into a Regular position in the same classification shall be credited for classification seniority from the date of hire into that classification.

Including vacation and sick leave however, seniority shall not be accrued while on a leave of absence without pay in excess of thirty (30) continuous calendar days. The appointment date shall be adjusted for leaves of absence without pay except when such leaves are the result of federal or state legally protected leaves.

### **8.2 APPLICATION OF SENIORITY**

In the event of transfer, layoff, postings/promotions, bumping or recall, bargaining unit seniority shall be the determining factor where employees are equally qualified to do the job.

Seniority shall be applied in the following manner:

#### **8.2.1 Postings / promotions/ transfer**

In regard to job postings, promotion, and transfer, “qualifications” and/or “ability” will be the primary consideration, with seniority determinative where employees are equally qualified, consistent with Article 7. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the department.

#### **8.2.2 Bumping**

As to bumping, the employee's “competence” and the ability, as defined in Section 1.5, to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with bargaining unit seniority.

#### **8.2.3 Recall**

Seniority shall be determinative in the identification of which employee is to be recalled when there are more than one who is qualified and/or have previously performed a position. In the event that an employee is being recalled to a new position, the employee's

qualification and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with bargaining unit seniority, consistent with Section 8.2.2.

### **8.3 LOSS OF SENIORITY**

An employee will lose seniority rights by and/or upon:

8.3.1 Resignation.

8.3.2 Discharge.

8.3.3 Retirement.

8.3.4 Layoff / Recall list of more than fourteen (14) consecutive months.

8.3.5 Failure to respond to two offers of recall to former or comparable employment.

Employees who are re-employed following the loss of their seniority, shall be deemed a newly-hired employee for all purposes under this Agreement, except as provided in the following: if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months (or fourteen (14) months in the event of recall), the employee will, upon successful completion of the probationary period, regain the seniority that they had as of the effective date that the employee resigned.

### **8.4 SENIORITY LIST**

The Employer shall update the seniority list and provide it to the Union annually or upon request, consistent with Article 3.3. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted in the affected department.

### **8.5 LAYOFFS**

A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

For purposes of this article, layoff is further identified as any reduction in hours which results in a regular position being less than their budgeted FTE.

### **8.6 AFFECTED GROUP**

The following procedure shall apply to any layoff:

8.6.1 Affected employees

The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. The employee(s) holding such FTEs, which are subject to layoff, shall be the "affected employee(s)."

The least senior employee within the affected job classification shall be selected for layoff, consistent with Section 1.17. The exception would be only when the Employer determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position, which would then become an overriding factor.

## **8.7 NOTICE**

The Union shall be provided written notice of all proposed layoffs and of positions to which laid off employees may be eligible to bump and a current seniority list.

Employees affected /being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days. If the employer does not provide ten (10) working days written notice, the employer shall compensate the employee at his or her normal rate of pay for the time between the last day of work and ten (10) working days from the date the employee receives the notice of layoff, in addition to any other compensation due the employee.

The employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of their intention to exercise bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the employee least senior or the employee choosing not to bump shall be the person laid off. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.

An employee desiring to exercise bumping rights must do so by delivering written notice to the Employer within five (5) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped and contain a statement of the employee's qualifications for that position. Within five (5) working days of receipt of the employee's notice to exercise the bumping rights, the Employer shall communicate the decision to the employee as to whether the employee meets the qualifications for the position the employee has chosen to bump.

### **8.7.1 Volunteers**

Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by bargaining unit seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

If there are no or insufficient volunteers within the affected job classification, the remaining affected employees who have received notice must choose promptly (within five (5) full working days of receipt of the Notice) among the layoff options set forth in Section 8.10.

### **8.7.2 Probationary Employees**

If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and are ineligible to select among layoff options.

### **8.8 Meeting with Union**

After receiving notice and upon the Union's request, the Employer and the Union shall meet promptly during the first two (2) weeks of the notice period identified in Article 8.6 to discuss/negotiate the reasons and the time-lines for the layoff and to review any suggestions concerning possible alternatives to layoff. Union concerns shall be considered by the Employer prior to implementation of any reduction in hours.

### **8.9 Order of Layoff**

The least senior employee (by classification seniority) within the affected job classification and affected department shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the department is employed on a probationary, extra help or temporary basis, unless specialized skills are required to fill the position that are not possessed by the regular staff member. This provision shall apply only to the classification where the initial layoff occurs and not to the classification into which laid off employees have bumped. In the event of two employees having the same classification seniority, bargaining unit seniority shall be determinative. In the event of two employees having the same bargaining unit seniority, Employer seniority shall be determinative.

### **8.10 Layoff Options**

Affected employees who have completed their probationary period shall have the following options:

#### **8.10.1 Assume a Vacant Position**

On a bargaining unit seniority basis, to assume a vacant position in the same department and bargaining unit, for which they are qualified. On a bargaining unit seniority basis, the employee shall also be considered for available job openings within the Employer for which the employee is qualified.

When a regular full-time or part-time employee is being laid off the Employer may offer a temporary position if one is available and the employee has the ability to perform the work. Laid off employees who accept these assignments will be provided the benefits and provisions of the temporary assignment. Employee(s) accepting these assignments will be subject to recall.

#### **8.10.2 Bump**

Laid off employees, including bumped employees, shall be allowed to bump less senior employees (by bargaining unit seniority) within their department in lower classifications or in classifications which the employees previously held and are still competent to perform the work of the classification. The employee may bump to other departments only within their current classification or if they previously held the position and are still competent to perform the duties.

Part-time regular employees shall have the option of remaining in the reduced position (if above the 20 hour threshold) or bumping to a lower classification, if competent.

An employee who has bumped shall move to the highest step of the new range that does not exceed their current salary.

If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The employee who is bumped by the affected employee shall have the same rights under this Article.

#### 8.10.3 Recall

If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Article 8.12.

### **8.11 REDUCTION HOURS/FTE**

An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, may bump and/or may elect to be placed on recall in accordance with Section 8.10 and 8.12. If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the employee shall have the right to bump or recall list.

### **8.12 RECALL**

An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of their layoff. If a vacancy occurs in the employee(s) classification, employee(s) on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resource Department. The vacancy will be filled, in accordance with classification seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept two (2) offers to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

As long as any employee remains on the recall list the Employer shall not newly employ by hiring persons into the affected bargaining unit classification(s), within their department, until all qualified employees holding recall rights to that affected classification have been offered recall.

In other represented departments, as long as any employee remains on the recall list the Employer shall first post internally a vacancy of the affected employee's same classification to assure that the affected employee, together with other current employees are given opportunity for consideration for the vacancy. The employer then reserves the right to post externally if, at the sole discretion of the employer, a current employee does not best fit the needs of the vacancy.

It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number.

A copy of the recall list shall be provided to the Union, upon request.

A person on the recall list who is re-employed in a regular position with the Employer shall serve a probationary period of three (3) months. The probationary period may be extended up to an additional three (3) months if the Employer states reasons in writing to the employee at the end of the first three (3) months. An employee who does not successfully complete the probationary period shall return to the recall list and shall remain on the recall list for the portion of their fourteen (14) months remaining at the time of re-hire.

There shall be no probationary requirement for persons returning to their former position if the initial probationary period has been completed.

Employees shall not lose seniority as a result of layoff for a period of up to fourteen (14) months, per Section 8.3; provided, however, that no benefits shall be accrued during the period of layoff.

Nothing contained in this layoff section shall be construed to require the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

Salary placement rules shall apply to recall to regular positions and to employees who have bumped. Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step. The salary for non-regular positions not represented by the bargaining unit shall be determined by the Employer.

### **8.13 VACANT POSITIONS**

Positions will be filled in accordance with Section 8.2 and other sections of this Article.

Within the bargaining unit and the department, affected employees and employees on the recall list shall be given first opportunity for vacant bargaining unit positions for which they are qualified prior to outside hiring by the Employer, consistent with Section 8.10.1. Within other departments affected employees will be given consideration for vacant positions for which they are qualified.

If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Section 8.12.

### **8.14 VACATION & LEAVE CASH OUTS / PAY**

Any regular employee who is laid off or terminated shall be cashed out for any unused vacation benefits or comp time with their final paycheck, to the extent of established maximums (per other Articles of this Agreement).

Sick leave balances at the date of layoff shall be restored upon recall with the Employer if the person is recalled into a regular position from the recall list. No sick leave shall accrue during the period of layoff. If a person on the recall list is employed in a temporary position employment, the person may accrue sick leave at the same rate that would apply if it were a regular position. Only sick leave accrued during temporary employment may be used during temporary employment. Sick leave accrued during temporary employment may be added to any existing sick leave balance if the person is hired into a regular position from the recall list.

### **8.15 UNEMPLOYMENT CLAIMS**

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

## **ARTICLE 9 – WAGES**

### **9.1 WAGE SCHEDULE**

The monthly salaries for employees and classifications covered by this Agreement are located in Appendix C. The parties recognize that the information used to compile the data for the salary survey needs to be reviewed and updated due to a number of circumstances. Some of these elements include increased population of Kirkland, changes in job descriptions due to layoffs and the re-distribution of work, and the re-use of aged information. The parties agree that before conducting a new salary survey these items, or other related issues, will be discussed and reviewed for possible changes and updates. This provision creates no commitment by either party to act on any survey results.

Should it become necessary to establish a new job classification within the bargaining unit during the life of this Agreement, the Employer may designate a job classification title and salary for the classification. The salary for any new classification within the bargaining unit shall be subject to negotiations, consistent with Article 2.2.

#### **9.1.1 Wage Adjustments**

9.1.1.a Effective January 1, 2015, the monthly rates of pay shall be increased by two percent (2%) through December 31, 2015.

9.1.1.b Effective January 1, 2016, the monthly rates of pay shall be increased by two percent (2%) through December 31, 2016.

9.1.1.c Effective January 1, 2017, the monthly rates of pay shall be increased by two percent (2%) through December 31, 2017.

For all retroactive amounts, the Employer shall, within thirty days of signature of this Agreement, make all appropriate salary adjustments for the next regular pay period.

### **9.2 HIRE-IN RATES**

New regular employees shall normally be placed at Step A of the appropriate salary range or placed consistent with current personnel rules.

## **ARTICLE 10 – OTHER COMPENSATION**

### **10.1 STANDBY PAY**

Employees assigned to emergency standby duty during their time off shall be paid 15 percent of their regular straight-time hourly rate for each hour of standby. Employees assigned to standby on

paid holidays specified in Article 11 shall be paid 25 percent of their regular straight-time hourly rate for each hour of standby.

Employees not on standby shall receive a minimum of two (2) hours of pay when called back to work by the employee's supervisor to handle a matter that requires immediate attention. Employees on standby shall also receive a minimum of two (2) hours of pay when required to physically return to the worksite to handle a matter that requires immediate attention. Employees on standby that are required to provide telephonic or computer remote services shall receive the greater of a minimum of one (1) hour of pay or the time actually worked. Other hours actually worked during the standby period are tracked in 15 minute increments. Employees will not receive the minimum of one (1) hour of pay for time worked that is considered de minimus (less than 7.5 minutes).

### **10.2 CALL-BACK PAY**

All employees will respond to emergency call-outs unless extenuating circumstances such as illness or other incapacitation prevent the employee from responding.

Full-time employees who are called back to work after leaving the job site shall receive a minimum of two (2) hours pay at the overtime rate. When an employee is called out between shifts, the time worked between shifts shall be paid at the rate of one and one-half (1½) times the regular rate. After working the call out shift, the employee may have the option of working the next regularly scheduled shift, provided the supervisor and the employee feel the employee can carry out the duties of the position safely. When the employee does continue working, the time worked on the next regularly scheduled shift shall be compensated at the normal straight time rate.

During periods of emergency, changes of shift can be made with eight (8) hours' notice, provided the employee has eight (8) hours off between the two (2) shifts.

This provision shall apply to employees who are required to attend Employer scheduled meetings on their regularly scheduled day(s) off.

Part time employees who are called back to work after leaving the job site shall receive a minimum of two (2) hours' pay at the appropriate rate of pay.

### **10.3 WORK IN A HIGHER CLASSIFICATION**

Employees assigned by their Department Director or the City Manager to assume the full range of responsibilities of a higher level position in a temporary capacity for at least 10 continuous working days shall receive Temporary Assignment Pay commencing from the first such day worked. Pay shall be at the "A" step of the higher pay range, or at the lowest step which gives the employee a 5 percent pay increase, whichever is greater.

Out of Class Pay shall be awarded due to a position vacancy created by separation from Employer employment, extended illness, injury, or maternity leave of the incumbent. Management retains the right to determine whether or not to fill vacant positions with temporary appointments.

### **10.4 MILEAGE REIMBURSEMENT**

All bargaining unit employees who are required to use their own vehicles for Employer business shall be reimbursed at the mileage rate set by the current policy for all miles driven on such business.

### **10.5 FOOTWEAR ALLOWANCE**

The Employer shall distribute to each benefitted employee who is exposed to the hazards set forth in WAC 296-800-16060 a footwear allowance, for ANSI approved work footwear. The footwear allowance shall be in amount of two hundred dollars (\$200.00) distributed on first payday of September each year the employee is eligible:

Footwear Allowance Eligibility Schedule:

Level One: Encounters foot hazards as defined by the WAC at least 3x per month (minimum of 36 times per year) = eligible for footwear allowance every year

Level Two: Encounters foot hazards as defined by the WAC at least 2x per month (minimum 24 times per year) = eligible for footwear allowance every two years

Level Three: Encounters foot hazards as defined by the WAC occasionally (minimum of/or less than 23 times per year) = eligible for footwear allowance every three years

An eligible employee may choose to waive their footwear allowance. If an employee waives their footwear allowance they will not be considered for another allowance until their next eligibility period. If an employee who waived their allowance would like to receive a footwear allowance in between eligibility periods they must submit a request to the Safety and Risk Analyst. Once they use their allowance the eligibility period for the next footwear allowance is set forth from that date.

New employees will be required to wear footwear but will not receive footwear allowance until they have completed their probation period. Once their probationary period is complete they will be added to the eligibility list per the eligibility schedule to receive a footwear allowance the following September.

Employee uniforms purchased through an advance or reimbursement that can be worn as street clothing shall be taxable income to the employee in accordance with the Internal Revenue Service rules.

### **10.6 LONGEVITY**

All employees who have completed nine (9) continuous years of service to the Employer will receive a flat rate per month and will not be affected by the COLA.

For the term of this Agreement:

\$ 70.00 total per month at the start of the 10<sup>th</sup> year of service  
\$120.00 total per month at the start of the 15<sup>th</sup> year of service  
\$170.00 total per month at the start of the 20<sup>th</sup> year of service

## **ARTICLE 11 - HOLIDAYS**

## 11.1 HOLIDAYS

Benefitted full-time employees shall be granted the following holidays and such other days as the City Council may fix without a reduction in pay:

Holiday	Observed
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving Day	Friday following the 4 <sup>th</sup> Thursday in November
½ Day Christmas Eve	Last regular work day before Christmas Day
Christmas Day	December 25th
½ Day New Year's Eve	Last regular work day before New Year's Day
Floating Holiday	Employee's Choice
Community Service Day	Employee's Choice

11.1.1 In selecting the Floating Holiday, the employee's choice will be granted, provided that prior approval is given by the immediate supervisor or Department Director, and provided that the particular day off selected by the employee does not prevent a department or division thereof from providing efficient public service. The Floating Holiday must be taken during the calendar year or entitlement to the day will be forfeited.

11.1.2 An employee must be employed in a regular or temporary position for six (6) consecutive months in order to be eligible for his or her floating holiday.

11.1.3 Utilization of the Community Service Day shall be for purposes of participation and volunteering for legitimate non-profit organizations, community service organizations or public agencies. Authorization and scheduling shall be in accordance with the same procedures as a Floating Holiday.

## 11.2 RELIGIOUS HOLIDAYS

Employees may also take other religious holidays off with their supervisor's approval, with or without pay, through utilization of vacation or comp time or by making alternative work schedule arrangements. Such requests shall not be unreasonably denied.

## 11.3 HOLIDAY OBSERVANCE

Any regular holiday which falls on a Saturday shall be observed on the preceding Friday and any regular holiday which falls on a Sunday shall be observed on the following Monday.

For those employees on a 4/10 work schedule or other alternate schedule, when one of the listed holidays falls on one of the employee's regularly scheduled days off, the holiday shall be observed on a day mutually agreeable to the employee and the Employer within the same workweek.

The holidays listed above represent specific events as indicated. Should the dates for any such holiday be changed by the Legislature or the Governor or the State of Washington, said holiday shall be observed on the date established by the change and not the date set forth above.

**11.4 HOLIDAY ON DAY OFF**

Benefitted employees shall receive eight (8) hours' holiday benefit pay and time-off for each holiday listed in Article 11.1 – Holidays, pro-rated to their FTE.

**11.5 HOLIDAY COMPENSATION**

Benefitted employees shall be paid no more than eight (8) hours of holiday benefit pay for that day regardless of their work individual schedule.

Should any work be performed by an employee on a holiday at the approval and/or direction of their supervisor they shall be paid for time worked and overtime may result if, consistent with Article 6.4, it results in over forty (40) hours worked for the workweek. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

**ARTICLE 12 – VACATION**

**12.1 VACATION ACCRUAL**

Full-time employees shall accrue vacation leave at the rate of one twelfth of annual vacation per month of service, based on the first pay period beginning the following schedule:

<u>Years of Employment</u>	<u>Annual Vacation</u>
1 <sup>st</sup> - 4 <sup>th</sup> years	104 hours
5 <sup>th</sup> -7 <sup>th</sup> years	128 hours
8 <sup>th</sup> -10 <sup>th</sup> years	136 hours
11 <sup>th</sup> -13 <sup>th</sup> years	144 hours
14 <sup>th</sup> - 16 <sup>th</sup> years	160 hours
17 <sup>th</sup> - 19 <sup>th</sup> years	176 hours
20 <sup>th</sup> - 24 <sup>th</sup> years	192 hours
25 <sup>th</sup> year and thereafter	200 hours

Accrual of vacation shall commence on the first pay period after hire date unless the hire date is on the first working day of the month; then accrual begins on that date of hire. Vacation leave shall not accrue during any leave without pay.

Vacation leave shall not be accumulated in excess of two hundred eighty (280) hours within a calendar year without the express prior written authorization of the City Manager or his or her designee. No more than two hundred and forty (240) hours may be carried over from one calendar year to the next, except as provided in Article 12.1.1.

12.1.1 Requests to the City Manager or designee for exceptions shall be for a specific number of hours to be used for a specific purpose and to be taken by a specific date. Generally, the basis for requesting an exception would be that the employee requested to utilize the leave and their service and work requirements precluded the Employer from granting the leave at that time. Accrued unused vacation leave shall not, under any circumstance, exceed three hundred twenty (320) hours.

12.1.2 Any vacation leave accrued in excess of the above referenced maximums shall be forfeited and shall not form the basis of any severance pay or additional compensation. Upon termination of employment, no payment for vacation accumulation shall exceed two hundred forty (240) hours.

Earned vacation leave may be taken at any time during a period of illness after expiration of sick leave. Taking leave without pay in any month shall result in pro-ratio of vacation accruals for that month, calculated upon actual hours worked as a percentage of the total hours of the pay period.

## **12.2 VACATION SCHEDULING**

Upon completion of six (6) months' continuous service in a regular position, as defined in Section 1.11, an employee shall be eligible for paid vacation. An employee's request for vacation leave will be granted, provided that prior approval is given by the employer and provided that leave requested does not prevent a department or division thereof, from providing efficient public service.

Employees shall have the option of using compensatory time or vacation leave for approved paid time off.

## **12.3 VACATION PAY**

Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.

If an authorized holiday occurs within an employee's vacation period, that day will be paid as a holiday and not deducted from the employee's vacation accruals. Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

## **12.4 VACATION UPON TERMINATION**

Upon separation from employment, employees who have six (6) or more consecutive months of employment shall receive pay in lieu of unused earned vacation leave, except as established in Section 8.5 of this Agreement. In no case shall an employee receive pay in lieu of unused vacation leave prior to separation from Employer employment, unless approved by City Manager or his or her designee.

Employees shall provide at least ten (10) working days written notice of their effective resignation date. The time limit of the resignation may be waived at the discretion of the Director. Pay in lieu of unused vacation shall be forfeited if ten (10) working days written notice is not provided or waived.

## **ARTICLE 13 - SICK LEAVE**

### **13.1 SICK LEAVE ACCRUAL**

Full-time employees' sick leave with pay shall accrue at the rate of eight (8) hours of leave for each full calendar month of the employee's service. Accrual of sick leave shall commence on the first pay period after hire date unless the hire date is on the first working day of the month; then accrual begins on that date of hire. Any such leave accrued in any one year shall be accumulative for succeeding years to a maximum of nine hundred sixty (960) working hours.

Unused sick leave may be accumulated from year to year to a maximum of nine hundred and sixty (960) hours, but may not be taken or used for any reason other than those specified in Article 13.2.1 of this Agreement. The Employer shall not compensate any employee upon termination or at any other time for unused accrued sick leave by payment of money or compensating time off, except as provided in this section.

Taking leave without pay in any pay period shall result in pro-ration of sick leave accruals for that pay period, calculated upon actual hours worked as a percentage of the total hours of the pay period.

### **13.2 SICK LEAVE USAGE**

Employees are expected to be on the job unless excused by Supervisor or Department Director because of illness. The Employer may make periodic reviews of individual attendance records. Excessive absenteeism or use of sick leave for purposes other than those provided for in this Agreement may result in disciplinary action or termination of the employee.

Sick leave shall be available to benefitted employees after they have worked for a minimum of thirty (30) consecutive calendar days after their most recent date of hire.

13.2.1 Sick leave shall be granted for the following reasons: Personal illness or physical incapacity which renders the employee unable to perform the duties of his or her position, care for or serious illness of immediate family, medical or dental appointments or as otherwise required by law or this agreement.

13.2.2 Employees who appear to be using excessive amount of sick leave may be required to submit a statement from a professional health care provider certifying the illness. A statement from the health care provider may also be required for certifying the date on which the employee is able to return to work and his or her ability to perform the required duties.

13.2.3 Use of accrued sick leave is contingent upon the employee or someone on his or her behalf notifying his or her immediate supervisor of the reason for absence prior to or within one hour of the regular start time each day. In cases of hospitalization or extended illness, daily notice is not required, provided that the employee's supervisor is kept informed of the expected duration of absence and the date of return. For scheduled medical appointments or when sick leave use can be anticipated, the employee will give advance notice of not less than one week to his or her immediate supervisor, unless there are extenuating circumstances.

### **13.3 SHARED LEAVE**

The Employer may permit an employee to receive donation of vacation or comp time consistent with the then current Shared Leave policy.

#### **13.4 COORDINATION - WORKER'S COMPENSATION**

In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Worker's Compensation Act or similar legislation by the State of Washington or other governmental unit, the Employer shall pay to the employee only the difference between the benefits and payments received under such insurance or act by such employee and the regular rate of compensation that he/she would have received from the Employer if able to work. In such event, the number of hours deducted from the employee's total accrued sick leave shall be the hourly equivalent of the Employer's payment. The foregoing payment or contribution by the employer shall be limited to the period of time that such employee has accumulated sick leave credits as herein above specified.

#### **13.5 FAMILY MEMBER**

Sick leave may be utilized as referenced above in this article for immediate family requiring the employee's attendance.

### **ARTICLE 14 – LEAVES OF ABSENCE**

#### **14.1 IN GENERAL**

Leaves of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave, unless otherwise provided for in this Agreement.

Leave does not accrue nor may it be used until the first day of the following pay period in which it is earned (no "negative" leave use during the period in which it is earned).

#### **14.2 JURY DUTY / COURT**

An employee, who is required to serve on a jury or as a result of official Employer duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such duty.

#### **14.3 MILITARY LEAVE**

All regular employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for twenty-one (21) working days of military leave per year (October 1 through September 30).

#### **14.4 BEREAVEMENT**

Upon notification, a Department Director will grant an employee bereavement leave with pay in the event of death in the immediate family of the employee. The maximum number of working days leave shall be five (5) per year. This leave is not cumulative from year to year.

#### **14.5 MAINTENANCE OF SENIORITY**

The Employer shall adjust the employee's anniversary date to reflect any period of leave without pay in excess of thirty (30) continuous calendar days. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

#### **14.6 LEAVE WITHOUT PAY**

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave.

If authorized by the Employer or for periods required by law, regular employees may take up to six (6) months leave without pay. Leaves of thirty (30) calendar days or less can be authorized by the Department Director. Leaves in excess of thirty (30) calendar days require authorization by the City Manager or designee. Such leaves shall not constitute a break in service but no benefits shall accrue during the leave. Upon expiration of the leave, the employee shall be reinstated in the position held at the time the leave was granted and shall resume accrual of benefits at the same rate at which he/she accrued them prior to the leave.

#### **14.7 FAMILY LEAVE – FMLA**

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. For purposes of this Article, the definition of "immediate family" will be found in Article 1.

The Employer shall maintain the employee's health benefits during this leave. If the employee fails to return from leave for any reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. The Employee may elect to retain up to forty (40) hours of sick leave and up to forty (40) hours of vacation (prorated by their FTE) for use upon return to work, consistent with the process identified in the personnel policy. Upon the employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

The Employer will grant leave consistent with state and federal law. Family leave shall be consistent with the FMLA and the adopted conditions and provisions of the state and federal law and are not intended to expand upon the rights thus set forth.

#### **14.8 MATERNITY LEAVE**

Consistent with WAC 162-30-020, the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

This leave provides female employees with the right to a leave of absence equivalent to the disability phase of pregnancy and childbirth. There is no eligibility requirement, however the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the employer's expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay as provided by law. Employees must use their accrued vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time, consistent with the retention provision as provided in Article 14.7. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

#### **14.9 INCLEMENT WEATHER**

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the current Inclement Weather Policy of the Employer. The goal shall be to continue to provide essential Employer services, consistent with public and employee safety and emergency operations priorities.

### **ARTICLE 15 – HEALTH & WELFARE**

#### **15.1 MAINTENANCE OF BENEFITS**

Medical and Dental Insurance - The Employer will offer a self-insured High Deductible Health Plan (HDHP) administered by First Choice (or its equivalent) with coverages illustrated in Appendix A. The Employer will also offer a fully-insured HMO option through Group Health (or its equivalent). During the duration of this agreement the Employer shall make every effort to maintain substantially equivalent benefits at a reasonable cost. The Employer recognizes its responsibility to bargain with the union the impact of those decisions.

The Union shall take part in and have an appointed representative on the Health and Welfare Benefits Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs. The Benefit Committee representative shall have no authority to negotiate on behalf of the Union any changes to be scheduled or content of benefit plans, any such changes shall be governed in accordance with Article 15.1 of this Agreement.

Participation in benefits shall be consistent with Article 5.2 of this Agreement and the trusts and Plans described below.

#### **15.2 HEALTH AND LIFE INSURANCE**

Medical Insurance - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one hundred percent (100%) of the

premium necessary for the purchase of dependent coverage for each employee of the bargaining unit.

Changes in insurance carrier shall be subject to Article 15.1.

Dental and Vision - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage.

Life Insurance - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee term life insurance coverage that has a policy value of two (2) times the annual base rate of pay of the employee, up to a guaranteed issue amount of \$250,000. The employee is responsible for any taxes associated with this benefit.

15.2.1 Part-time regular employees shall receive medical, dental and vision benefits, in accordance with Article 5.2.2.

15.2.2 The employee shall pay, by way of payroll deduction, any and all premiums above the maximum paid by the Employer.

15.2.3 If an employee is on leave without pay in excess of eight (8) hours in a calendar month, the health insurance benefits for the employee and his or her dependents shall be pro-rated.

### **15.3 FLEXIBLE SPENDING ACCOUNT - FSA**

The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer makes no contribution, makes no assurance of ongoing participation and assumes no liability for claims or benefits. The City and the Union agree to reevaluate this benefit pending Cadillac Tax liability in the future.

### **15.4 RETIREMENT**

Pensions for employees and contributions to pension funds will be governed by the Washington State statutes in relation thereto in existence during the contract period.

### **15.5 HEALTH REIMBURSEMENT ACCOUNT – HRA (VEBA)**

The Employer will make contributions to a HRA (VEBA) in the amount of \$1200/year for employee only coverage or \$2400/year for family coverage if the employee enrolls in the City of Kirkland HDHP. If the Employee is enrolled in either First Choice or Group Health and satisfies the Wellness incentive criteria, as described in Appendix B, the Employer will contribute up to an additional \$600/year into the HRA (VEBA). Contributions to the HRA (VEBA) will be made by the Employer and are subject to the rules and limitations contained within the Internal Revenue Code.

15.5.1 Part-time employees shall receive the full HRA (VEBA) contribution, however premiums for the medical, dental, and vision benefits will be prorated according to Article 5.2.2.

15.5.2 If an employee's hours drop below 20 hours per week or 80 hours per month, the employee will be subject to the underwriting rules of the medical, dental, vision and other plans. In such cases the employee will be removed from the active plan and provided COBRA coverage.

### **15.6 EMPLOYEE HEALTH CENTER**

The Employer will contract with a vendor selected by the Employer to open and operate an Employee Health Center. The Health Center will be open to employees, their spouses/domestic partners and children over two years of age who are covered under the Employer's First Choice HDHP or Group Health Plan. Services provided at the Health Center, per the contract with the vendor, will be at no cost to the employee. The Employer has full discretion to negotiate with the vendor on services provided, hours of operation, staffing, covered participants, covered prescriptions, location, and all other stipulations in the contract with the vendor. The Employer reserves the right to terminate the contract with the vendor and discontinue offering this benefit to employees and their dependents at any time. If, during the term of the Agreement such termination should take place, either party may re-open the Agreement for bargaining.

### **15.7 PROFESSIONAL HEALTH SERVICES**

The Employer will contract with a vendor of their choosing to provide Professional Health Services. The Professional Health Services vendor will be open to Employees, their spouses/domestic partners and children who are covered under the Employer's First Choice HDHP. Services provided by Professional Health Services, per the contract with the vendor, will be at no cost to the Employee. The Employer has full discretion to negotiate with the vendor on services provided and all other stipulations in the contract with the vendor. The Employer reserves the right to terminate the contract with the vendor and discontinue offering this benefit to Employees and their dependents at any time.

## **ARTICLE 16 - TRAINING**

### **16.1 TRAINING**

Approval for attendance at training, the hours intended to be compensated and the reimbursement for travel and expenses shall be established by the supervisor prior to the training, consistent with the current policy.

### **16.2 TRAINING REIMBURSEMENT**

Compensation associated with training or representation of the Employer on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA) and WAC 296-128-500.

## **ARTICLE 17 – LABOR / MANAGEMENT COMMITTEES**

### **17.1 PURPOSE OF COMMITTEE**

The Employer and the Union agree that a need exists for closer cooperation between labor and management, and that from time to time suggestions and issues of a general nature affecting the Union and the Employer need consideration.

The Labor / Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

Upon request by either party, the parties have agreed to participate in quarterly labor-management meetings to discuss matters of mutual concern. It is expected that, unless otherwise agreed, such meetings will occur during normal business hours. Not less than one (1) week before a meeting is scheduled, each party will advise the other of matters which the party wishes to discuss. Unless otherwise agreed, the agenda will be limited to such matters.

The above provision does not preclude and in fact encourages the parties to also meet informally and expeditiously on an as needed basis on matters of mutual concern.

Policy Work Groups - The Union will be given an opportunity to designate participants to Policy Work Groups related to employment policies. Policy Work Groups will be chaired by Human Resources. Policy Work Group participants will not negotiate on behalf of the Union regarding employment policies that would impact wages, hours and working conditions.

#### **17.2 COMPOSITION OF COMMITTEE**

The Labor Management Committee meetings will include a minimum of three (3) representatives of the employer and a minimum of three (3) representatives appointed by Local #1837, unless otherwise mutually agreed upon. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

#### **17.3 COMPENSATION**

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

### **ARTICLE 18 – HEALTH & SAFETY**

#### **18.1 SAFE WORKPLACE**

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a determination with regard to safety. Upon the supervisor's review and liability, the employee will perform the work but may refer the matter to the safety committee or risk management.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

#### **18.2 HEALTH & SAFETY PLAN**

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site specific safety and security plans in conformance with state and federal laws.

### **18.3 DRUG FREE WORKPLACE**

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that employers will provide a drug free workplace. This policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

Fitness For Duty – If a supervisor or manager reasonably suspects, through observation, that an employee may be under any influence of, or impaired by, a substance, the employee shall be removed from duty immediately and undergo substance testing for the suspected substance. Except in emergency situations, the supervisor or manager shall consult with another supervisor, manager or representative of Human Resources to ensure that adequate grounds for reasonable suspicion exist. The consulted supervisor, manager or representative of Human Resources shall also personally observe the employee before the employee is required to test for the presence of that substance. At this time the employee will also be notified of his or her Weingarten rights.

Employees removed from duty under such circumstances who test positive shall be required to meet with the Employer's Substance Abuse Professional (SAP) and shall only be allowed to return to work, if at all, in accordance with the return to work provisions of the Employer's substance abuse policy.

### **18.4 WORK PLACE VIOLENCE**

The Employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a City employee, will not be tolerated and should be immediately reported whether or not physical injury occurs.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

### **19.1 GRIEVANCE DEFINED**

A "Grievance" means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. All grievance time frames shall be held in abeyance when the parties have mutually agreed. Mediation may be considered at any step in the grievance procedure.

### **19.2 GRIEVANCE PROCEDURE**

In the event of a grievance, the following procedure shall be used:

Step 1 – An employee and the Union representing the employee must present a grievance in writing within ten (10) working days of its alleged occurrence to the employee's Department Director for which the infraction applies, with a copy to Human Resources. The Department Director shall respond in writing to the grievance within ten (10) working days after it is presented to him or her. The grievance must be signed by the employee and must state the issue, the section of this Agreement violated, facts giving rise to the grievance and the remedy sought.

If a grievance is not presented within the time limits set forth above, it shall be considered waived.

Step 2 - If the employee is not satisfied with the solution of the Department Director, the grievance, in writing, together with all pertinent materials may be presented to the City Manager, or designee by the employee and the Union representing the employee within five (5) working days after receiving the Department Director's response. The City Manager or designee shall consult with the Union to try to resolve the grievance and shall respond in writing within twenty (20) working days after it is presented to him or her.

Fact Finding - If requested by either party during step 1 or step 2, the Human Resources Director or designee shall schedule a fact-finding meeting with the parties to the grievance in order to clarify, between the parties, facts related to the grievance. Fact finding shall be completed within twenty (20) working days of the request. The respondent time period shall begin upon conclusion of fact finding. If grievance proceeds to the next step, the "finding of fact report" shall be forwarded to the City Manager or designee.

Step 3 – If the grievance is not satisfactorily resolved by the City Manager or designee and the Union, the Human Resources Director and the Union Staff Representative will meet for purposes of resolution of the grievance or to acknowledge that mutually agreeable resolution is not possible. If so, within ten (10) working days following the response and acknowledgement, the grievance may be referred to an arbitrator. Employee grievances must first have approval by the Union officers prior to being referred to an arbiter.

Step 4 / Arbitration – If agreement cannot be reached as to the arbiter, the parties shall jointly request the Public Employment Relations Commission to provide a panel of seven arbitrators from which the parties may select one. The representatives of the Employer and the Union shall alternately eliminate the name of one person from the list until only one name remains. The person whose name is not eliminated shall be the arbiter. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render his or her decision based on the alleged violation of the provision(s) of this Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon both parties to the agreements, provided the decision does not involve action by either party which is beyond its jurisdiction. The expenses of the arbiter shall be shared equally by the Employer and the Union. Each party shall be responsible for compensating its own witnesses and representatives, not to include witnesses that are members of the bargaining unit. The arbitrator shall consider and decide upon only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

When agreed upon by both parties, outside consultant services shall not be utilized during arbitration meetings.

### **19.3 UNION / EMPLOYER GRIEVANCE**

Either the Union or the Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the Employer / employees became aware or reasonably should have known that the grievance existed. The Employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives

believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

The Union may initiate a Grievance at Step 2 anytime that it involves a group of employees from different departments. Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

#### **19.4 SCHEDULE OF MEETINGS**

Upon request, and without unnecessary delay, a steward's immediate supervisor or designee shall allow the steward during normal work hours without loss of pay, reasonable time to:

19.4.1 Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.

19.4.2 Attend meetings with the Director or other Employer representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.

19.4.3 Confer with a staff representative of the Union and/or employees on Employer premises, at such time and places as may be authorized by the Director or designee in advance of the intended meetings.

For the purposes of this Article and Article 4.3, obtaining coverage to insure minimum staffing levels shall not be considered an unnecessary delay. The Employer shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

### **ARTICLE 20 - NO STRIKE / NO LOCKOUT**

#### **20.1 NO STRIKE / NO LOCKOUT**

The Union agrees that there shall be no strikes, slow-downs, or stoppage of work, or any interference with the efficient operation of the department. Any such action shall be subject to disciplinary action, including termination and replacement of the involved employees. The Employer shall not lockout any employee during the life of this Agreement.

### **ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

#### **21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the Employer possesses.

The Employer has the authority to adopt rules for the operation of the department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement, or with applicable law. The Union shall be given an appropriate amount of time to review and request bargaining, as they determine needed, on proposed rules and policies, which are mandatory subjects of bargaining.

The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirement of municipal employment and the public interest.

The Employer has the right to assign work and determine the duties of employees; to schedule hours of work, to determine the number of personnel to be assigned at any time, to determine new work methods, to contract out bargaining unit work, for goods and services (provided that the Employer agrees to meet and confer with the Union regarding the impact of the decision), to perform all other functions not expressly limited by this Agreement.

Incidental duties connected with responsibilities enumerated in the job descriptions are not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

The Employer reserves the right to discipline or discharge in good faith for cause.

The Employer reserves the right to lay-off or reduce normal work hours on a temporary or permanent basis for lack of work, funds, or other legitimate reasons including the occurrence of conditions beyond the control of the Employer or where such continuation of work is determined by the Employer to be wasteful and unproductive.

## **ARTICLE 22 - GENERAL PROVISIONS**

### **22.1 SAVINGS CLAUSE**

If any provision of this Agreement shall be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance or enforcement of any provision shall be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. Upon the request of one party to the other, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

Any and all prior agreements, practices, policies, rules, and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.

## **ARTICLE 23 – ENTIRE AGREEMENT**

### **23.1 DURATION CLAUSE**

The Agreement shall become effective on January 1, 2015, and remain in full force and effect through December 31, 2017.

Upon mutual written agreement of the parties, the provisions of this Agreement may be modified from time to time by written supplemental agreement. In the event either party wishes to pursue such modification, that party shall give notice of the offer to negotiate a modification. The other party is free to accept or reject the offer to negotiate a modification at its discretion no later than

five (5) working days after receipt of the offer, which time period may be extended upon mutual written agreement of the parties. If the parties are agreeable to negotiations, they will meet within ten (10) workings days to discuss ground rules, time frames and interests. Negotiations shall be concluded within the time frame agreed upon by both parties unless extended by mutual agreement. Otherwise, the proposed modification shall be deemed rejected.

If either party wishes to amend or extend the Agreement upon its expiration, notice of such intent must be given no earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration of the Agreement. The Employer will maintain the status

quo with respect to the matters covered by this Agreement during negotiations for a new agreement, following the procedures and time-lines of RCW 41.56.

**23.2 ENTIRE AGREEMENT**

The agreement expressed herein in writing constitutes the entire agreement between the parties, and there shall be no amendments except in writing and with agreement of both parties.

**SIGNATURES**

CITY OF KIRKLAND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

By: \_\_\_\_\_  
Kurt Triplett, City Manager

By: \_\_\_\_\_  
Bill Keenan, Council 2

Approved as to Form:

By: \_\_\_\_\_  
William Evans, Assistant City Attorney

By: \_\_\_\_\_  
Leslie Miller, President, Local # 1837

# AGREEMENT

by and between

**The City of Kirkland, Washington**

and

**LOCAL #1837**  
Washington State Council  
of County and City Employees  
of the  
American Federation of State,  
County and Municipal Employees  
AFL-CIO

January 1, ~~2012~~ 2015 through December 31, ~~2014~~2017

City “What If” Proposal - October 16, 2015  
(The City reserves the right to add to or modify this proposal at any time)

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- B – Health Reimbursement Account – HRA (VEBA)**
- C – Salary Schedules**

## PREAMBLE

THIS AGREEMENT is made by and between the CITY OF KIRKLAND, WASHINGTON, (hereinafter referred to as the “Employer”), and Local 1837, Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the “Union”).

The purpose of the Employer and the Union in entering into this Agreement is to set forth their entire agreement with regard to wages, hours, and working conditions so as to promote uninterrupted public service, efficient operations, and harmonious relations, giving full recognition to the rights and responsibilities of the Employer and the Employees.

## ARTICLE 1 – DEFINITIONS

~~As used herein, the following terms shall be defined as follows:~~

~~1.1 — Bargaining Unit (Union) shall be Local 1837 Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, AFL-CIO.~~

~~1.2 — Employer Seniority shall mean the period of continuous service, consistent with Article 8.~~

~~1.3 — Continuous Service shall be uninterrupted employment with the Employer and is suspended during leaves without pay of thirty (30) continuous days or more.~~

~~1.4 — Employer shall mean the City of Kirkland.~~

~~1.5 — Employee shall mean a person occupying a position and paid a salary or wage by the City of Kirkland who is a member of the bargaining unit (as defined in Article 2.1 hereof) covered by this Agreement. Employee shall not include any person retained by the Employer under a written personal services or consultant contract or agreement.~~

~~1.6 — Executive, Administrative, and Professional Employees shall mean all employees as defined in WAC 296-128-500.~~

~~1.7 — Flex time shall mean an authorized alternative work schedule.~~

~~1.8 — Job classifications and salary steps are listed and categorized in Appendix A of this Agreement.~~

~~1.9 — Immediate Family shall mean persons related by blood, marriage, domestic partner (as defined by Employer Policy), legal adoption or guardianship in the degree of relationship of spouse/partner, child, parent, grandparent, brother, sister, grandchild, and other persons with the approval of the City Manager or designee.~~

~~1.10 — Job Classification Seniority shall be defined as the total length of continuous service in a position title within the Bargaining Unit.~~

~~1.11—Loudermill Rights is the process of being informed in regards to disciplinary action. Loudermill Rights are the employees’ rights of due process and to not be deprived of the property rights of their positions without due process.~~

~~1.12—Members of Employee’s Household shall mean persons who reside in the same home, who have reciprocal and natural or moral duties to and/or do provide support for one another. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or a commune.~~

~~1.13—Oral Warning shall be consistent with Article 7.6 addressing specific performance issues and what needs to be done to correct the performance issue.~~

~~1.14—Overtime shall mean all Employer required work which has been performed in excess of forty hours per week.~~

~~1.15—Promotion shall be the appointment of an employee to a higher paid classification.~~

~~1.16—Regular full time Employee means any salaried employee, hired for an indefinite period of time, who works forty or more hours per week on a fixed, regular schedule and is compensated and accrues benefits based on full-time employment.~~

~~1.17—Regular part time Employee means any salaried employee, hired for an indefinite period of time, who works less than forty hours per week on a fixed regular schedule and is compensated and accrues benefits proportionate to the number of hours worked per pay period.~~

~~1.18—Temporary Employee shall mean an employee hired for a specific purpose or project and for a specific or definite period of time.~~

~~1.19—Transfer shall mean the reassignment of an employee to the same classification in a different Department with different duties and responsibilities, or to a different classification in any Department, provided such different classification is equal or lower in pay than the employee’s previous classification. A transfer to a lower paid classification represents a voluntary non-disciplinary demotion.~~

~~1.20—Vacation shall mean a scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he or she does not work.~~

~~1.21—Weingarten Rights are employees’ rights to Union representation during an interview that the employee reasonably believes may lead to disciplinary action.~~

~~1.22—Working Day shall mean for the purpose of timelines associated with grievances, appeals and policy issues, an 8 hour working day, excluding holidays.~~

~~1.23—Written Warning shall describe both the problem and the needed correction in specific terms, and the potential consequences if it reoccurs. A Written Warning shall be part of the employee personnel file. Weingarten Rights must be upheld.~~

As used herein, the following terms shall be defined as follows:

1.1 Affected Group: An Affected Group would be any job classification that is subject to a layoff.

Affected Employees: An Affected Employee would be the least senior employee(s) within an affected job classification which are subject to lay-off or reduction in force and have certain rights as a result

1.2 Application of Seniority

How an employee's years of continuous service are utilized to determine their respective rights in regard to postings, promotions, transfer, layoff, or recall.

1.3 Bargaining Unit (Union): shall be Local 1837 Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, AFL-CIO.

Bargaining Unit Seniority: the total length of continuous calendar-based service with the bargaining unit and the Employer.

1.4 Bumping; The displacement of a less senior regular employee by another regular employee with more seniority as defined by this Article.

1.5 Competence: Competent shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the Employer.

Competence / Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.

1.6 Employer Seniority: the total length of continuous calendar-based service with the Employer. Upon successful completion of the probationary period, the Employer seniority of the Regular employee shall be established as the initial date of hire including the service during the probationary period.

1.7 COMPARABLE EMPLOYMENT: "Comparable employment," "comparable position" or vacancy shall be defined to include a position which has the same salary pay range and, additionally, the educational and experience qualifications, FTE and work-week are substantially similar.

1.8 Continuous Service: shall be uninterrupted calendar-based employment with the Employer subject to the following provisions: service is terminated by resignation, termination, retirement, layoff or failure to respond to two offers of recall to former or comparable employment or suspended during leaves without pay of thirty (30) continuous days or more.

1.9 Department Seniority: Seniority for the purpose of intra-departmental promotion and transfer shall consist of continuous calendar-based service of the employee with the department.

1.10 Employer: shall mean the City of Kirkland.

1.11 Employee: shall mean a person occupying a position and paid a salary or wage by the City of Kirkland who is a member of the bargaining unit (as defined in Article 2.1 hereof) covered by this Agreement. Employee shall not include any person retained by the Employer under a written personal services or consultant contract or agreement.

1.12 Executive, Administrative, and Professional Employees: shall mean all employees as defined in WAC 296-128-500.

1.13 Flex-time: shall mean an authorized alternative work schedule.

1.14 Immediate Family: shall mean persons related by blood, marriage, domestic partner (as defined by Employer Policy), legal adoption or guardianship in the degree of relationship of spouse/partner, child, parent, grandparent, brother, sister, grandchild, and other persons with the approval of the City Manager or designee.

1.15 Job classifications and salary steps: are listed and categorized in Appendix A of this Agreement.

1.16 Job Classification Seniority: shall be defined as the total length of continuous service in a job classification ~~and employment type~~ within the Bargaining Unit

~~1.17 Layoff – a reduction in force in classification for reasons of lack of funds, lack of work, efficiency or reorganization. Replace with section 8.5 A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTE's within the Employer or within a job classification covered by this agreement.~~

1.18 Loudermill Rights: is the process of being informed in regards to disciplinary action. Loudermill Rights are the employees' rights of due process and to not be deprived of the property rights of their positions without due process.

1.19 Members of Employee's Household: shall mean persons who reside in the same home, who have reciprocal and natural or moral duties to and/or do provide support for one another. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or a commune.

1.20 Oral Warning: shall be consistent with Article 7.6 addressing specific performance issues and what needs to be done to correct the performance issue.

1.21 Overtime: shall mean all Employer-required work which has been performed in excess of forty hours per week.

1.22 Promotion: shall be the appointment of an employee to a higher paid classification.

1.23 Regular full-time Employee: means any salaried employee, hired for an indefinite period of time, who works forty or more hours per week on a fixed, regular schedule and is compensated and accrues benefits based on full-time employment.

1.24 Regular part-time Employee: means any salaried employee, hired for an indefinite period of time, who works less than forty hours per week on a fixed regular schedule and is compensated and accrues benefits proportionate to the number of hours worked per pay period, for the purpose of Medical Benefits the pro-rated amount will be based upon the approved FTE as referenced in section 5.2.2

1.25 Temporary Employee: shall mean an employee hired for a specific purpose or project and for a specific or definite period of time.

1.26 Transfer: shall mean the reassignment of an employee to the same classification in a different Department with different duties and responsibilities, or to a different classification in any Department, provided such different classification is equal or lower in pay than the employee's previous classification. A transfer to a lower paid classification represents a voluntary non-disciplinary demotion.

1.27 Vacation: shall mean a scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he or she does not work.

1.28 Weingarten Rights: are employees' rights to Union representation during an interview that the employee reasonably believes may lead to disciplinary action.

1.29 Working Day: shall mean for the purpose of timelines associated with grievances, appeals and policy issues, an 8-hour working day, excluding holidays.

1.30 Written Warning: shall describe both the problem and the needed correction in specific terms, and the potential consequences if it reoccurs. A Written Warning shall be part of the employee personnel file. Weingarten Rights must be upheld.

## **ARTICLE 2 – RECOGNITION**

### **2.1 RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative for all regular employees of the City of Kirkland as noted in the classifications identified in Addendum A – Salary Schedules, excluding supervisory and confidential employees.

2.1.1 The Employer also recognizes the Union as the exclusive bargaining representative for all temporary employees, as defined in Article 5.2.3, working in those job classifications except interns and work study students. The Union agrees that representation of temporaries shall not include input into decisions regarding the tenure of temporary employees. With respect to new job classifications, see Article 2.2.

2.1.2 The Employer also recognizes the Union as the exclusive bargaining representative for those Seasonal or On-Call employees working in represented job classifications, who attain benefits eligibility, consistent with Articles 5.2.4 and 5.2.5,

2.1.3 Both the Employer and the Union recognize the benefit of utilizing volunteers from the local community. Volunteers shall be limited to performing tasks enumerated in mutually agreed to job descriptions which shall include work that is supportive of work performed by regular bargaining unit employees.

## **2.2 NEW CLASSIFICATIONS**

When new regular or temporary positions are created within the departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action ten (10) working days prior to the date that the position is first posted or advertised.

When existing classifications are substantially modified within the departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action within ten (10) working days of the date that the position is first posted / advertised or the proposed effective date of the action that would change the status of the classification.

It is mutually agreed that it is the intent of the parties to meet, upon request by either party, in order to include or exclude new or modified positions in the bargaining unit consistent with the duties, responsibilities, and organizational level of the classification.

The parties agree that new classification(s) designated and approved by the Employer to be within the non-represented pay plans shall be excluded from the bargaining unit, absent a request to meet within thirty (30) calendar days. Existing bargaining unit classifications shall remain within the bargaining unit absent a mutual agreement by the parties or a decision by the Public Employment Relations Commission (PERC).

If either party disagrees with the pay plan designation for a new or reclassified position, the parties recognize the determination of whether the position is included within the bargaining unit may be reviewed by PERC upon petition by either party or jointly. Should PERC determine the classification to be included in the bargaining unit, the position shall be placed within the Union salary schedule at the appropriate rate of pay and at a step arrived at either by mutual agreement / negotiation or PERC ruling.

## **ARTICLE 3 –UNION SECURITY**

### **3.1 MEMBERSHIP**

Subject to the provisions of this Article, all employees in the bargaining unit who are members of the Union as of the signature date of this agreement shall remain members in good standing for the term of the agreement.

3.1.1 As of the signing of this agreement, grandfathered employees that have elected not to become Union members are not obligated to pay any monies to the Union under the terms of this agreement, except as provided in Article 3.1.2

3.1.2 When a grandfathered employee voluntarily changes departments, to fill a represented position, they will be responsible for paying Union dues or a service fee in accordance with Article 3.2.

### **3.2 DUES DEDUCTION**

Any employee hired to a position represented by the bargaining unit shall, within thirty (30) days of employment, become and remain a member of the Union; provided that in the event any employee wishes to withdraw from the Union or does not wish to become a member of the Union, the employee shall pay each month an amount equivalent to the Union dues as a service fee toward the cost of the negotiations and administration of this agreement. Such service fee shall not exceed the dues attributable to being a member of the Union.

Dues and service fees levied above shall be deducted by the Employer and provided to the Union upon written authorization from the employee as a condition of employment. Dues and service fee deductions shall not be modified more than once per year. Rights of non-association, dues deductions and any service fee shall be administered consistent with applicable state and federal law.

If any employee does not have a check coming to him or her or the check is not large enough to satisfy the deduction, no deduction shall be made from that employee for that month. The Union agrees to refund to the Employer any amounts paid to it in error upon presentation of proper evidence.

The Union shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union.

The Employer recognizes that employees of the City of Kirkland may, at their discretion, pay a service fee in lieu of union membership dues. The Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

### **3.3 BARGAINING UNIT ROSTER**

The Employer shall provide the Union with a roster of employees covered by this Agreement on an annual basis or as needed pursuant to Article 8. The roster shall include name, address, salary, classification, department, hire date and termination date.

The Union agrees to supply Human Resources with current lists of officers and stewards. The Employer will recognize the officers and stewards as soon as the list is received, in writing, by Human Resources.

### **3.4 NONDISCRIMINATION – UNION ACTIVITY**

Neither party shall discriminate against any employee because of membership in or non-membership in or activity on behalf of the Union. No employee shall be discharged or discriminated against for upholding Union principles, fulfilling duties as an officer in the Union or serving on a Union committee.

## **ARTICLE 4 – UNION / EMPLOYER RELATIONS**

### **4.1 UNION ACCESS**

The Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be

unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

#### **4.2 FACILITY USE**

The conduct of Union business on Employer time and premises shall be subject to the limitations set forth in this Article and with the understanding that no Union member or officer shall use Employer's equipment in the conduct of Union business.

The Union shall be permitted to use designated premises of the Employer for Union meetings, with or without Union staff present, provided it is not disruptive to operations and space is available. Use of Employer's premises for meetings shall be limited to the hours of 5pm to 8am and 12pm to 1pm, unless otherwise approved by the Employer.

#### **4.3 STEWARDS**

The Union shall provide the Human Resources Department with a current list of all stewards and officers. With notice to the Employer, stewards and/or the officers shall be allowed reasonable time during working hours to investigate and process grievances, as defined in Article 4.8, 4.9 and 19.4. Employees shall attend Union meetings on their own time.

The Employer recognizes that the Union is entitled to at least one steward in each department in which bargaining unit members are employed.

#### **4.4 ORIENTATION**

During the new employee orientation process, the Employer will notify the employee of the requirements of Article 3.1, as appropriate to the respective classification, and Union contact information.

#### **4.5 BULLETIN BOARDS**

The Employer will provide a bulletin board for Union use. No materials shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions, similar Union notices, letters, and memoranda. All material shall be signed by an officer of the Union. Union will limit the posting of any material on the Employers' premises to its bulletin board.

#### **4.6 CONTRACT DISTRIBUTION**

The Union will provide access to a copy of this Agreement to each new and current employee in the unit.

#### **4.7 NEGOTIATIONS RELEASE TIME**

The Employer will make a good faith effort to assist in providing release time for Union negotiating team members participating in contract negotiations if negotiations take place on work time, provided that coverage can be arranged.

#### **4.8 GRIEVANCE RELEASE TIME**

Prior to any proposed investigation of a grievance, stewards or officers provide notice to their and the grievant's supervisor, which will be granted unless the steward, officer or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible

time. When it is necessary for stewards or officers to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the Employer for such steward activities outside the employee's work shift, without express pre-authorization by the steward's Department Director or Human Resources.

#### **4.9 UNION BUSINESS**

Compensable Union business shall be defined as meeting with an authorized Employer representative who schedules a meeting during normal business hours when it is necessary for a duly authorized officer of the Union (who is also a member of the bargaining unit) to attend for the purpose of resolving a grievance filed by a member of the bargaining unit, or other issues that require the presence of a Union official. When reasonably possible, the Union representative will notify their Supervisor or designee when they are requested to attend a Union meeting during regular business hours. Consistent with Articles 4.3, 4.8 and 19.4, stewards and/or the officers shall be afforded reasonable time for the investigation of grievance and compliance issues dealing with this Agreement. Other Union business will not be conducted on Employer time.

Any concerns by the Employer which indicate that a Union officer or steward is spending an unreasonable amount of time performing Union duties shall be referred to Human Resources for discussion and resolution with the Staff Representative of the Union or their designee.

The Union and the Employer have the right to communicate on matters of concern using e-mail, written correspondence, and telephonic communications. The Parties agree to ensure that all stakeholders are notified and copied appropriately. The parties agree to respond to written and e-mail correspondence within 10 working days and telephonic messages as soon as reasonably possible.

### **ARTICLE 5 – EMPLOYMENT**

#### **5.1 PROBATIONARY PERIODS**

Probation - A new employee shall work under the terms of this Agreement, but shall be subject to the normal six (6) month probation period, during which time the employee may be discharged without recourse from the employee or the Union.

The Employer may extend the six month probationary period for new employees up to an additional six months. The Employer shall provide a written notice to the Union no less than fourteen (14) calendar days prior to the probationary period's expiration of his or her intent to extend a probationary period. The Union may request reconsideration of the decision within fourteen (14) calendar days of the date of the notice. The employee will remain on probation until such time as a resolution has been determined.

When temporary employees are hired into a regular position, the duration of the probationary period completed during the temporary assignment will be applied to the probationary period of the regular position utilizing the following criteria:

- There is no change in Classification when moving from the temporary to the regular position.

- There is no change in Department when moving from the temporary to the regular position.
- There is no change in Supervisor when moving from the temporary to the regular position.
- The employee has demonstrated full performance of the job during the temporary assignment.
- The employee has not had performance issues during the temporary assignment.

The Union will be notified if a probationary period is extended or restarted at the time of hire into the regular position.

Trial Service Period - Employees who are transferred or promoted to another position and/or classification in the bargaining unit shall serve a trial service period for six (6) months of work, consistent with Article 7.3.

## 5.2 TYPES OF EMPLOYMENT

### ~~5.2.1—REGULAR FULL-TIME EMPLOYEES:~~

~~A regular fulltime employee is scheduled to work forty (40) hours per week in a regularly budgeted, on-going position. Regular full-time employees are eligible to receive the standard benefit package.~~

### ~~5.2.2—REGULAR PART-TIME EMPLOYEES:~~

~~A regular part time employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. Regular part time employees are eligible to receive the standard benefit package, prorated to match the FTE percentage and adjusted by actual hours worked.~~

### ~~5.2.3—TEMPORARY EMPLOYEES:~~

~~A temporary employee is hired for a specific assignment that has a duration of employment and schedule that is anticipated to work one thousand and forty (1,040) hours or more in a twelve (12) month period.~~

~~A temporary employee is eligible for the standard benefits package, prorated to match the anticipated FTE percentage and adjusted by actual hours worked.~~

~~If a regular employee accepts an assignment of a temporary position, that employee will be eligible for return rights to their former position upon completion of the specific assignment or term of the temporary employment or upon twenty (20) calendar days' notice from the Employer or 30 calendar days' notice from the employee, whichever is earlier. The regular employee shall continue to earn seniority as to their former position during the period of the temporary position assignment. Any new hire employee who is hired to fill the vacancy, which was created by the regular employee accepting a temporary position, will also be hired as a temporary employee and that employee will cease to have employment rights upon the return of the regular employee to the former position.~~

~~Union membership will be required per Article 3 for represented classifications, per the terms of the Agreement. Regular employees moving to a temporary position, as above, will become or remain Union members, per the Agreement representing the temporary position.~~

~~After a temporary position is filled longer than three (3) years, the Employer will provide notice and meet and discuss the status of the position with the Union, upon request. If or when the position is fully funded, a temporary employee may apply for that position. The Union may, however, request discussion of the status or term of a temporary position at any point during the temporary position.~~

~~Employees in temporary positions serve an anticipated but not guaranteed term. While a term of employment is anticipated, the assignment / project may be terminated at any time for any reason, with or without notice.~~

#### ~~5.2.4 — SEASONAL EMPLOYEES:~~

~~A seasonal employee works for a specific amount of time and is not anticipated to meet or exceed one thousand and forty (1,040) accumulated hours in a twelve (12) month period. A seasonal employee is not eligible to receive the benefits package.~~

~~If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point, and adjusted by actual hours worked. Union membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.~~

#### ~~5.2.5 — ON-CALL / EXTRA HELP EMPLOYEES:-~~

~~An on-call / extra help employee works in a limited, but on-going capacity. They do not have a specific end date. Their schedule may consist of an intermittent or varying schedule per week on an as needed basis, and are anticipated to work fewer than one thousand and forty (1,040) hours within a twelve (12) month period. They are not eligible for the benefits package.~~

~~If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point, and adjusted by actual hours worked. Union membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.~~

### ~~5.3 — CONTRACTORS~~

~~The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement. “Contractors” who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work.~~

### ~~5.4 — STUDENTS / INTERNS~~

~~Student and Internship programs may be created by the employer provided such does not take work away from budgeted classifications represented by the Union, the Union is provided notice and, upon request by the Union, the Employer meets with the Union to discuss the impacts and benefits of the program.~~

**5.2.1 REGULAR FULL-TIME EMPLOYEES:**

A regular full-time employee is scheduled to work forty (40) hours per week in a regularly budgeted, on-going position. Regular full-time employees are eligible to receive the standard benefit package.

**5.2.2 REGULAR PART-TIME EMPLOYEES:**

A regular part-time employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. Regular part-time employees are eligible to receive the standard benefit package, prorated to match the FTE percentage and adjusted by actual hours worked **for vacation accruals, sick leave, and holiday pay. For medical and dental premiums the monthly premium will be prorated by their FTE plus an additional 10% of their FTE. For example a .8 FTE's benefits premiums will be prorated by .88%. Vision benefits will be paid at 100%.**

**5.2.3 TEMPORARY EMPLOYEES:**

A temporary employee is hired for a specific assignment that has a duration of employment and schedule that is anticipated to work one thousand and forty (1,040) hours or more in a twelve (12) month period.

A temporary employee is eligible for the standard benefits package, ~~prorated to match the anticipated FTE percentage and adjusted by actual hours worked.~~ **and will be applied based on the definitions in 5.2.1 and 5.2.2 based on their anticipated work schedule.**

If a regular employee accepts an assignment of a temporary position, that employee will be eligible for return rights to their former position upon completion of the specific assignment or term of the temporary employment or upon twenty (20) calendar days' notice from the Employer or 30 calendar days' notice from the employee, whichever is earlier. The regular employee shall continue to earn seniority as to their former position during the period of the temporary position assignment. Any new-hire employee who is hired to fill the vacancy, which was created by the regular employee accepting a temporary position, will also be hired as a temporary employee and that employee will cease to have employment rights upon the return of the regular employee to the former position.

Union membership will be required per Article 3 for represented classifications, per the terms of the Agreement. Regular employees moving to a temporary position, as above, will become or remain Union members, per the Agreement representing the temporary position.

After a temporary position is filled longer than three (3) years, the Employer will provide notice and meet and discuss the status of the position with the Union, upon request. If or when the position is fully funded, a temporary employee may apply for that position. The Union may, however, request discussion of the status or term of a temporary position at any point during the temporary position.

Employees in temporary positions serve an anticipated but not guaranteed term. While a term of employment is anticipated, the assignment / project may be terminated at any time for any reason, with or without notice.

#### **5.2.4 SEASONAL EMPLOYEES:**

A seasonal employee works for a specific amount of time and is not anticipated to ~~meet or exceed one thousand and forty (1,040) accumulated hours in a twelve (12) month period.~~ **work more than six (6) months.** A seasonal employee is not eligible to receive the benefits package.

If ~~one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period,~~ the employee will become eligible for the standard benefits package, consistent with current personnel rules. ~~Benefits shall be prorated to match the FTE percentage, as determined by service to that point, and adjusted by actual hours worked.~~ Union membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.

#### **5.2.5 ON-CALL / EXTRA HELP EMPLOYEES (VARIABLE HOUR EMPLOYEES):**

An ~~on-call / extra help~~ A **variable hour** employee works in a limited, but on-going capacity. They do not have a specific end date. Their schedule may consist of an intermittent or varying schedule per week on an as needed basis, and are anticipated to work fewer than one thousand and forty (1,040) hours within a twelve (12) month period. They are not eligible for the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point **and applied based on Article 5.2.2 above.** ~~, and adjusted by actual hours worked.~~ Union membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.

### **5.3 CONTRACTORS**

The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement. “Contractors” who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work.

### **5.4 STUDENTS / INTERNS**

Student and Internship programs may be created by the employer provided such does not take work away from budgeted classifications represented by the Union, the Union is provided notice and, upon request by the Union, the Employer meets with the Union to discuss the impacts and benefits of the program.

## **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

### **6.1 WORKDAY / WORKWEEK**

A regular full-time workweek shall consist of forty (40) hours of time actually worked or compensated within a seven (7) day period (typically Sunday 12:00 a.m. through Saturday 11:59

p.m.). Changes in work schedule, which may include changes in the schedule or total hours, shall be consistent with Article 6.2.

## **6.2 WORK SCHEDULES**

The normal work schedule for full-time employees shall be Monday – Friday, 8am to 5pm. The employer may change the work schedule at any time. If the Employer makes a non-emergency change in the employee’s work schedule, the employee shall be given at least ten (10) working days’ notice prior to the new schedule going into effect.

6.2.1. If the Employer makes a change in a non-exempt employee’s normal work schedule with less than 48 hours’ notice, the employee shall be paid a ten percent (10%) premium based on the employee’s regular straight time hourly rate of pay for the remainder of work week hours the employee is assigned to work outside his or her regular schedule.

6.2.2 Employees shall be permitted to maintain other employment to the extent that it does not impair the employee’s ability to perform his or her normal work duties and/or responsibilities with the City of Kirkland, nor create a conflict of interest as defined by the Employer’s Personnel policies.

Flex Time - Employees may work flex time with written approval of the Department Director. Approved flex time shall constitute an employee’s normal work schedule and must represent forty (40) hours per work week for full-time employees and such schedule shall comply with the Fair Labor Standards Act and WAC 296.128-500.

## **6.3 REST / MEAL BREAKS**

All employees shall receive a fifteen (15) minute break for each four (4) hours worked, in addition to their lunch break. Lunch break shall be on the employees’ own time. Employees working three or more hours longer than a normal work day schedule shall be allowed at least one (1) thirty (30) minute unpaid meal period prior to or during the additional work period. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest breaks are not required. Missed rest breaks are not compensable as overtime. Breaks may not be collected or not taken in order to shorten the work day or work week.

Employees who because of the nature of their work or by specific direction of their supervisor are required to eat their lunch at their work station shall be provided a paid meal period. Employees whose meal period is normally unpaid may be paid overtime (per Article 6.4) for the time worked or have the day or workweek adjusted.

## **6.4 OVERTIME**

### **Overtime Eligible**

Employees listed in the salary schedule as “overtime eligible” are entitled to overtime compensation. Overtime shall be compensated at one and one half (1 ½) times the employee’s normal hourly rate of pay or time off at that rate for all time worked over forty (40) hours per week. Overtime shall be paid in fifteen (15) minute increments. Employees subject to emergency callback and not in a standby mode shall have holiday hours included in the calculation of hours worked for the purpose of calculating overtime.

6.4.1 For purposes of computing overtime, all contractual holidays, comp time, sick leave and vacation time shall be considered as time worked.

6.4.2 While overtime is not paid for working over a regular scheduled shift, unless such results in over forty (40) hours compensated for the workweek, either the employee or the Employer may propose an “adjusted work-week” (i.e. flexing hours within that same work week). The adjusted work week must also be approved in advance by the employee’s immediate supervisor and should be established at the time of authorizing the hours worked over a regular shift. The adjusted work week must be by mutual agreement.

6.4.3 Non-pyramiding - Premium or overtime pay shall not be duplicated or pyramided. Except in emergent / emergency situations, all overtime must be approved in advance by the employee’s immediate supervisor.

#### Overtime Exempt

Employees listed in Appendix A as “overtime exempt” are considered to be executive, administrative, or professional employees and are not entitled to overtime compensation. These employees are responsible for scheduling and performing their duties consistent with their job requirements and the needs of their department. In so doing, these employees occasionally may be required to work extra time beyond their normal work schedule and will be allowed to take discretionary time off with pay, provided that it does not interfere with the functions of their department. Greater variation in work schedules may be necessary for some employees depending on their job requirements. It is not required that extra time worked and discretionary time off be balanced hour for hour. The payment of the basic salary and benefits is not affected by extra time worked or discretionary time away from the job.

When scheduling use of discretionary time, employees will consult with their immediate supervisor prior to taking the time.

#### **6.5 COMPENSATORY TIME**

Generally, overtime shall be paid rather than compensatory time granted. Overtime shall be compensated at the rate of one and one-half (1½) times the employee’s regular rate of pay. Compensatory time shall be awarded by mutual agreement between the employee and the supervisor at the time of authorizing the overtime.

Compensatory time, accrued in lieu of cash compensation for overtime hours worked, shall be paid out on an annual basis, on the first pay day following November 1<sup>st</sup>, for all hours earned through October 31<sup>st</sup>, provided however, with written notice submitted to the payroll preparer prior to October 31<sup>st</sup>, the employee may elect to carry over up to forty (40) hours of compensatory time into the next cycle year.

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement. Premium or overtime pay shall not be duplicated or pyramided unless required by the Fair Labor Standards Act, in which case premium or overtime pay shall be based on the employee’s regular rate of pay.

### **ARTICLE 7 – EMPLOYMENT PRACTICES**

### **7.1 NONDISCRIMINATION**

The Employer and Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with Federal or State law governing employment discrimination. Administration and application that is not in contravention of Federal or State law shall not be construed to be discrimination under this Article.

The Union and the Employer agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the Employer nor the Union shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

### **7.2 JOB POSTING**

When a job opening or vacancy in the bargaining unit occurs, notice of such position shall be posted by the Human Resources department for a period of no less than five (5) working days before the position is filled. Job openings shall always be posted internally (“internal posting”) and may also be posted externally. Except as limited by Article 7.3, the Employer may consider applicants from within the Employer or may advertise and solicit applicants simultaneously from outside the City. The posting shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, the department to whom the position will report and the application process. Union positions will be identified as such.

### **7.3 PROMOTIONS**

When a new position is created or a vacancy occurs, the Employer shall select the most qualified candidate to fill the position. The Union recognizes the Employer’s obligation to comply with State and Federal statutes regarding Affirmative Action. At the discretion of the Employer, outside recruitment and selection may take place. It shall be the goal of the Employer to promote insofar as possible from the ranks of the employees. When an employee applies and is not selected for a vacancy, he/she will receive notification.

Promotions to a higher job classification shall be according to ability and seniority; ability determined to be equal, seniority shall prevail. There shall be a six (6) month trial service period, or less at the Employer's option, for such promotions, in order for the employees to acquire skills and demonstrate their qualifications, during which time the employee shall be compensated at the higher rate of pay. At any time during the trial service period the Employer may assign the promoted employee back to their previous position to help with workload or training.

During the trial service period, an employee promoted to a regular position may return to the former position by their choice. The employee may also be returned to their former position upon an evaluation of unsatisfactory performance by the employer during the six (6) months trial service period. Upon returning to the former position, the employee shall retain their seniority and be placed in the salary schedule and step in which they would have been had they not been promoted. The employee may voluntarily waive their return rights in writing, with a copy to the Union, at any point after the promotion has occurred.

Employees who are transferred or promoted to another position and/or classification in the bargaining unit shall serve a trial service period for six (6) months of work. The employer shall not be required to hold the positions open from which the employees were transferred or promoted. If the position is eliminated or filled, the trial service period and any associated return rights will end. If the previous position is filled, the right to assign the promoted employee back to the previous position to assist with workload or training shall continue. During the trial service period, the employees may be reassigned to their previous positions and/or classifications at the sole discretion of the Employer. However, the discharge or discipline (as defined in Article 7.6) of a transferred or promoted employee shall be subject to the grievance procedure.

#### **7.4 PERSONNEL FILE / POLICIES**

Unless otherwise provided by the terms of this Agreement, the City of Kirkland Administrative and Personnel Policies shall apply to members of this bargaining unit. Employees shall also refer to Employer policies to resolve matters not covered by this Agreement or for clarification of matters covered by this Agreement. However, where there is a conflict between Employer policies and any provisions of this Agreement, the provision(s) of this Agreement shall govern.

Employees shall have access to their personnel file with reasonable frequency. Upon request to the Human Resources department, access shall be provided within a maximum of four (4) working days. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The Employer's failure to abide by this section pertaining to personnel file access shall not affect the Employer's ability to proceed with the merits of discipline or discharge but may be a separate Union grievable matter and any grievance time-lines will be correspondingly extended.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. Upon approval of the Human Resources Department, employees may add additional documents to their personnel file including, but not limited to, certifications, degrees, and commendations.

#### **7.5 EVALUATIONS**

The purpose of an evaluation is to help an employee be successful in performance and to understand the standards and goals of their position and their department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

Evaluation may occur in two forms:

7.5.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

7.5.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 7.6.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable, however, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

#### **7.6 DISCIPLINE / CORRECTIVE ACTION**

The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

No employee shall be discharged except for just cause. The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral warnings, which will be documented;
- written warnings – which may also include work performance improvement or corrective action plans for poor work performance or misconduct;
- suspension without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. Upon request, they shall be afforded a Union representative.

The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral warning). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation if requested by the employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary employee was for just cause. Just cause shall be established if the following has been shown by the Employer:

7.6.1 That the Employer did forewarn employee of possible consequences of conduct;

7.6.2 That the Employer policy, rule, or order involved reasonably related to the orderly, efficient, or safe operation of the Employer;

7.6.3 That before administering discipline, the Employer did make an effort to discover whether employee did, in fact, violate or disobey an Employer policy or rule;

7.6.4 That the Employer conducted its investigation objectively;

7.6.5 That, in the investigation, the Employer did obtain evidence or proof that the employee violated such Employer policy or rule;

7.6.6 That the Employer applied its rules, orders, and penalties without discrimination under the circumstances; and

7.6.7 That the degree of discipline was reasonably related to the seriousness of the offense and/or the employee's record.

## **ARTICLE 8 – SENIORITY- (Section 8.1-8.4)-LAYOFF (Section 8.5-8.15)**

### **~~8.1—DEFINITIONS~~**

~~Bargaining Unit Seniority: the total length of continuous calendar-based service with the Employer and in the bargaining unit.~~

~~Employer Seniority: the total length of continuous calendar-based service with the Employer.~~

~~Classification Seniority: the total length of continuous calendar-based service within a position and employment type represented by the bargaining unit.~~

~~Department Seniority: Seniority for the purpose of intra-departmental promotion and transfer shall consist of continuous calendar based service of the employee with the Department.~~

~~Seniority shall be established upon appointment to a regular full-time or part-time, budgeted position within the bargaining unit. No seniority shall be established while an employee is employed in a Temporary, Seasonal or On-Call position. Time in service in a Temporary or benefitted Seasonal / On-Call position shall count for leave accrual or step movement purposes only. A Temporary employee or a Regular employee in a Temporary position who is hired without a break in service directly into a Regular position in the same classification shall be credited for classification seniority from the date of hire into that classification.~~

~~Including vacation and sick leave however, seniority shall not be accrued while on a leave of absence without pay in excess of thirty (30) continuous calendar days. The appointment date shall be adjusted for leaves of absence without pay except when such leaves are the result of federal or state legally protected leaves.~~

#### ~~Other Definitions:~~

##### ~~8.1.1—Application of Seniority~~

~~How an employee's years of continuous service are utilized to determine their respective rights in regard to postings, promotions, reassignment, transfer, layoff, or recall.~~

##### ~~8.1.2—Continuous Service~~

~~Means uninterrupted employment with the Employer subject to the following provisions:~~

- ~~1. Continuous calendar based service shall include uninterrupted employment.~~
- ~~2. Continuous service is terminated by resignation, termination, retirement, layoff or failure to respond to two offers of recall to former or comparable employment.~~

##### ~~8.1.3—Layoff~~

~~A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs within the Employer or within a job classification covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.~~

##### ~~8.1.4—Affected Group / Employees~~

~~An Affected Group would be any job classification that is subject to a layoff. An Affected Employee would be the least senior employee(s) within an affected job classification which are subject to lay-off or reduction in force and have certain rights as a result.~~

##### ~~8.1.5—Layoff Alternatives~~

~~A number of alternatives exist for affected employees including:~~

- ~~1. Assume a vacant position —per Article 8.13.1~~
- ~~2. Bump—displacing a less senior employee~~
- ~~3. Recall—accepting unemployment and the option of future recall~~

#### ~~8.1.6—Bumping~~

~~The displacement of a less senior regular employee by another regular employee with more seniority as defined by this Article.~~

### ~~8.2—APPLICATION OF SENIORITY~~

~~In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor where employees are equally qualified to do the job.~~

~~Seniority shall be applied in the following manner:~~

#### ~~8.2.1—Postings / promotions~~

~~In regard to job postings, promotion and reassignment, “qualifications” and/or “ability” will be the primary consideration, with seniority determinative where employees are equally qualified, consistent with Article 7. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the department.~~

#### ~~8.2.2—Layoffs~~

~~Total classification seniority shall determine who is to be laid off within the selected classification (affected group). The least senior regular employee(s) within the classification shall be the affected employee(s). In the event of two employees having the same classification seniority, bargaining unit seniority shall be determinative. In the event of two employees having the same bargaining unit seniority, Employer seniority shall be determinative.~~

#### ~~8.2.3—Bumping~~

~~As to bumping, the employee’s “competence” and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority. Competence / Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.~~

#### ~~8.2.4—Recall~~

~~Seniority shall be determinative in the identification of which employee is to be recalled, when there are more than one who is qualified and/or have previously performed a position. In the event that an employee is being recalled to a new position, the employee’s qualification and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority, consistent with Article 8.2.3.~~

### ~~8.3—PROBATIONARY PERIOD~~

~~Upon successful completion of the probationary period, the Employer seniority of the Regular employee shall be established as the initial date of hire including the service during the~~

~~probationary period. Department seniority shall then be based on continuous service with the department.~~

#### ~~8.4—LOSS OF SENIORITY~~

~~An employee will lose seniority rights by and/or upon:~~

~~8.4.1 Resignation.~~

~~8.4.2 Discharge.~~

~~8.4.3 Retirement.~~

~~8.4.4 Layoff / Recall list of more than fourteen (14) consecutive months.~~

~~8.4.5 Failure to respond to two offers of recall to former or comparable employment.~~

~~Employees who are re-employed following the loss of their seniority, shall be deemed a newly-hired employee for all purposes under this Agreement, except as provided in the following: if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months (or fourteen (14) months in the event of recall), the employee will, upon successful completion of the probationary period, regain the seniority that they had as of the effective date that the employee resigned.~~

#### ~~8.5—LAYOFFS~~

~~A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs within the Employer or within a job classification covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.~~

~~Total Classification seniority shall determine who is to be laid off within the selected classification. Bumping rights are determined by bargaining unit seniority, consistent with Article 8.2.~~

~~For purposes of this article, layoff is further identified as any reduction in hours which results in a regular position being less than their budgeted FTE.~~

#### ~~8.6—NOTICE~~

~~The Union shall be notified of all proposed layoffs and of positions to which laid-off employees may be eligible to bump through the attachment of a current seniority list.~~

~~Employees affected / being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days. If the employer does not provide ten (10) working days written notice, the Employer shall compensate the employee at his or her normal rate of pay for the time between the last day of work and ten (10) working days from the date the employee receives the notice of layoff, in addition to any other compensation due the employee.~~

~~The employee shall inform the Employer within ten (10) working days of the receipt of the notice of layoff of their intention to exercise bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the employee least senior or the employee choosing not to bump shall be the person laid off. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.~~

~~An employee desiring to exercise bumping rights must do so by delivering written notice to the Employer within ten (10) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped and contain a statement of the employee's qualifications for that position. Within ten (10) working days of receipt of the employee's notice to exercise the bumping rights, the Employer shall communicate the decision to the employee as to whether the employee meets the qualifications for the position the employee has chosen to bump.~~

### ~~8.7—MEETING WITH UNION~~

~~The Union shall also be notified in writing of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction.~~

~~Upon the Union's request, the Employer and the Union shall meet promptly during the first two (2) weeks of the notice period identified in Article 8.6 to discuss the reasons and the time lines for the layoff and to review any suggestions concerning possible alternatives to layoff. Union concerns shall be considered by the Employer prior to implementation of any reduction in hours. This procedure shall not preclude the Employer from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Union of the proposed request.~~

### ~~8.8—AFFECTED GROUP~~

~~The following procedure shall apply to any layoff:~~

#### ~~8.8.1—Affected employees~~

~~The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. The employee(s) holding such FTEs, which are subject to layoff, shall be the "affected employee(s)."~~

~~The least senior employee within the affected job classification shall be selected for layoff, consistent with Article 8.2.2. The exception would be only when the Employer determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position, which would then become an overriding factor.~~

~~In cases where seniority within a job classification is equal, bargaining unit seniority will be the determining factor. In the event this is also equal, Employer seniority will control. If all of the seniorities are equal, then Management shall make the final decision based on performance and job skills.~~

#### ~~8.8.2—Volunteers~~

~~Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as~~

~~the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by bargaining unit seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.~~

~~If there are no or insufficient volunteers within the affected job classification, the remaining affected employees who have received notice must choose promptly (within five (5) full working days of receipt of the Notice) among the layoff options set forth in Article 8.13.~~

#### ~~8.8.3—Probationary Employees~~

~~If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and are ineligible to select among layoff options.~~

### ~~8.9—VACANT POSITIONS~~

~~Positions will be filled in accordance with Article 8.2 and other sections of this Article.~~

~~Within the bargaining unit and the department, affected employees and employees on the recall list shall be given first opportunity for vacant bargaining unit positions for which they are qualified prior to outside hiring by the Employer, consistent with Article 8.13.1. Within other departments affected employees will be given consideration for vacant positions for which they are qualified.~~

### ~~8.10—SENIORITY LIST~~

~~The Employer shall update the seniority list and provide it to the Union annually or upon request, consistent with Article 3.3. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted in the affected department.—~~

### ~~8.11—ORDER OF LAYOFF~~

~~The least senior employee (by classification seniority) within the affected job classification and affected department shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the department is employed on a probationary, extra help or temporary basis, unless specialized skills are required to fill the position that are not possessed by the regular staff member. This provision shall apply only to the classification where the initial layoff occurs and not to the classification into which laid off employees have bumped.~~

### ~~8.12—COMPARABLE EMPLOYMENT~~

~~For purposes of this Article, “comparable employment,” “comparable position” or vacancy shall be defined to include a position which has the same salary pay range and, additionally, the educational and experience qualifications, FTE and work week are substantially similar.~~

### ~~8.13—LAYOFF OPTIONS~~

~~Affected employees who have completed their probationary period shall have the following options:~~

#### ~~8.13.1 Assume a Vacant Position~~

~~On a bargaining unit seniority basis, to assume a vacant position in the same department and bargaining unit, for which they are qualified. On a bargaining unit seniority basis, the~~

~~employee shall also be considered for available job openings within the Employer for which the employee is qualified.~~

~~When a regular full-time or part-time employee is being laid off the Employer may offer a temporary position if one is available and the employee has the ability to perform the work. Laid-off employees who accept these assignments will be provided the benefits and provisions of the temporary assignment. Employee(s) accepting these assignments will be subject to recall.~~

#### ~~8.13.2 Bump~~

~~Laid-off employees, including bumped employees, shall be allowed to bump less senior employees (by bargaining unit seniority) within their department in lower classifications or in classifications which the employees previously held and are still competent to perform the work of the classification. The employee may bump to other departments only within their current classification or if they previously held the position and are still competent to perform the duties.~~

~~Part-time regular employees shall have the option of remaining in the reduced position (if above the 20-hour threshold) or bumping to a lower classification, if competent as defined in Article 8.2.3. Competent shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the Employer.~~

~~An employee who has bumped shall move to the highest step of the new range that does not exceed their current salary.~~

~~If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.~~

~~The employee who is bumped by the affected employee shall have the same rights under this Article.~~

#### ~~8.13.3 Recall~~

~~If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Article 8.15.~~

~~Nothing contained in this layoff section shall be construed to require the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.~~

~~Salary placement rules shall apply to recall to regular positions and to employees who have bumped. Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step. The salary for non-regular positions not represented by the bargaining unit shall be determined by the Employer.~~

**8.14—REDUCTION HOURS / FTE**

~~An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, may bump and/or may elect to be placed on recall in accordance with Article 8.13. If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the employee shall have the right to bump or recall list.~~

**8.15—RECALL**

~~An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of their layoff. If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resource Department. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept two (2) offers to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.~~

~~As long as any employee remains on the recall list the Employer shall not newly employ by hiring persons into the affected bargaining unit classification(s), within their department, until all qualified employees holding recall rights to that affected classification have been offered recall.~~

~~In other represented departments, as long as any employee remains on the recall list the Employer shall first post internally a vacancy of the affected employee's same classification to assure that the affected employee, together with other current employees are given opportunity for consideration for the vacancy. The employer then reserves the right to post externally if, at the sole discretion of the Employer, a current employee does not best fit the needs of the vacancy.~~

~~It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number.~~

~~A copy of the recall list shall be provided to the Union, upon request.~~

~~A person on the recall list who is re-employed in a regular position with the Employer shall serve a probationary period of three (3) months. The probationary period may be extended up to an additional three (3) months if the Employer states reasons in writing to the employee at the end of the first three (3) months. An employee who does not successfully complete the probationary period shall return to the recall list and shall remain on the recall list for the portion of their fourteen (14) months remaining at the time of re-hire.~~

~~There shall be no probationary requirement for persons returning to their former position if the initial probationary period has been completed.~~

~~Employees shall not lose seniority as a result of layoff for a period of up to fourteen (14) months, per Article 8.4.4; provided, however, that no benefits shall be accrued during the period of layoff.~~

~~**8.16—VACATION & LEAVE CASH OUTS / PAY**~~

~~Any regular employee who is laid off or terminated shall be cashed out for any unused vacation benefits or comp time with their final paycheck, to the extent of established maximums (per other Articles of this Agreement).~~

~~Sick leave balances at the date of layoff shall be restored upon recall with the Employer if the person is recalled into a regular position from the recall list. No sick leave shall accrue during the period of layoff. If a person on the recall list is employed in a temporary position employment, the person may accrue sick leave at the same rate that would apply if it were a regular position. Only sick leave accrued during temporary employment may be used during temporary employment. Sick leave accrued during temporary employment may be added to any existing sick leave balance if the person is hired into a regular position from the recall list.~~

~~**8.17—UNEMPLOYMENT CLAIMS**~~

~~If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.~~

**8.1 ESTABLISHMENT OF SENIORITY**

Seniority shall be established upon appointment to a regular full-time or part-time, budgeted position within the bargaining unit. No seniority shall be established while an employee is employed in a Temporary, Seasonal or On-Call position. Time in service in a Temporary or benefitted Seasonal / On-Call position shall count for leave accrual or step movement purposes only. A Temporary employee or a Regular employee in a Temporary position who is hired without a break in service directly into a Regular position in the same classification shall be credited for classification seniority from the date of hire into that classification.

Including vacation and sick leave however, seniority shall not be accrued while on a leave of absence without pay in excess of thirty (30) continuous calendar days. The appointment date shall be adjusted for leaves of absence without pay except when such leaves are the result of federal or state legally protected leaves.

**8.2 APPLICATION OF SENIORITY**

In the event of transfer, layoff, postings/promotions, bumping or recall, bargaining unit seniority shall be the determining factor where employees are equally qualified to do the job.

Seniority shall be applied in the following manner:

**8.2.1 Postings / promotions/ transfer**

In regard to job postings, promotion, and transfer, “qualifications” and/or “ability” will be the primary consideration, with seniority determinative where employees are equally qualified, consistent with Article 7. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the department.

**8.2.2 Bumping**

As to bumping, the employee’s “competence” and the ability, as defined in Section 1.5, to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with bargaining unit seniority.

### 8.2.3 Recall

Seniority shall be determinative in the identification of which employee is to be recalled when there are more than one who is qualified and/or have previously performed a position. In the event that an employee is being recalled to a new position, the employee's qualification and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with bargaining unit seniority, consistent with ~~Article~~ Section 8.2.2.

## 8.3 LOSS OF SENIORITY

An employee will lose seniority rights by and/or upon:

8.3.1 Resignation.

8.3.2 Discharge.

8.3.3 Retirement.

8.3.4 Layoff / Recall list of more than fourteen (14) consecutive months.

8.3.5 Failure to respond to two offers of recall to former or comparable employment.

Employees who are re-employed following the loss of their seniority, shall be deemed a newly-hired employee for all purposes under this Agreement, except as provided in the following: if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months (or fourteen (14) months in the event of recall), the employee will, upon successful completion of the probationary period, regain the seniority that they had as of the effective date that the employee resigned.

## 8.4 SENIORITY LIST

The Employer shall update the seniority list and provide it to the Union annually or upon request, consistent with Article 3.3. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted in the affected department.

## 8.5 LAYOFFS

A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs ~~within the Employer or within a job classification~~ covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

For purposes of this article, layoff is further identified as any reduction in hours which results in a regular position being less than their budgeted FTE.

## 8.6 AFFECTED GROUP

The following procedure shall apply to any layoff:

#### 8.6.1 Affected employees

The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. The employee(s) holding such FTEs, which are subject to layoff, shall be the “affected employee(s).”

The least senior employee within the affected job classification shall be selected for layoff, consistent with ~~Article Section 1.16~~ **Section 1.17**. The exception would be only when the Employer determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position, which would then become an overriding factor.

### 8.7 NOTICE

The Union shall be provided written notice of all proposed layoffs and of positions to which laid off employees may be eligible to bump and a current seniority list.

Employees affected /being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days. If the employer does not provide ten (10) working days written notice, the employer shall compensate the employee at his or her normal rate of pay for the time between the last day of work and ten (10) working days from the date the employee receives the notice of layoff, in addition to any other compensation due the employee.

The employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of their intention to exercise bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the employee least senior or the employee choosing not to bump shall be the person laid off. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.

An employee desiring to exercise bumping rights must do so by delivering written notice to the Employer within five (5) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped and contain a statement of the employee's qualifications for that position. Within five (5) working days of receipt of the employee's notice to exercise the bumping rights, the Employer shall communicate the decision to the employee as to whether the employee meets the qualifications for the position the employee has chosen to bump.

#### 8.7.1 Volunteers

Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by bargaining unit seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

If there are no or insufficient volunteers within the affected job classification, the remaining affected employees who have received notice must choose promptly (within five (5) full working days of receipt of the Notice) among the layoff options set forth in **Article Section 8.10**.

### 8.7.2 Probationary Employees

If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and are ineligible to select among layoff options.

## 8.8 MEETING WITH UNION

After receiving notice and upon the Union's request, the Employer and the Union shall meet promptly during the first two (2) weeks of the notice period identified in Article 8.6 to discuss/negotiate the reasons and the time-lines for the layoff and to review any suggestions concerning possible alternatives to layoff. Union concerns shall be considered by the Employer prior to implementation of any reduction in hours.

## 8.9 ORDER OF LAYOFF

The least senior employee (by classification seniority) within the affected job classification and affected department shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the department is employed on a probationary, extra help or temporary basis, unless specialized skills are required to fill the position that are not possessed by the regular staff member. This provision shall apply only to the classification where the initial layoff occurs and not to the classification into which laid off employees have bumped. In the event of two employees having the same classification seniority, bargaining unit seniority shall be determinative. In the event of two employees having the same bargaining unit seniority, Employer seniority shall be determinative.

## 8.10 LAYOFF OPTIONS

Affected employees who have completed their probationary period shall have the following options:

### 8.10.1 Assume a Vacant Position

On a bargaining unit seniority basis, to assume a vacant position in the same department and bargaining unit, for which they are qualified. On a bargaining unit seniority basis, the employee shall also be considered for available job openings within the Employer for which the employee is qualified.

When a regular full-time or part-time employee is being laid off the Employer may offer a temporary position if one is available and the employee has the ability to perform the work. Laid off employees who accept these assignments will be provided the benefits and provisions of the temporary assignment. Employee(s) accepting these assignments will be subject to recall.

### 6.2 Layoff Alternatives

A number of alternatives exist for affected employees including:

1. Assume a vacant position per Article \_\_\_\_\_
2. Bump displacing a less senior employee
3. Recall accepting unemployment and the option of future recall

### 8.10.2 Bump

Laid off employees, including bumped employees, shall be allowed to bump less senior employees (by bargaining unit seniority) within their department in lower classifications or in classifications which the employees previously held and are still competent to perform the work of the classification. The employee may bump to other departments only within their current classification or if they previously held the position and are still competent to perform the duties.

Part-time regular employees shall have the option of remaining in the reduced position (if above the 20 hour threshold) or bumping to a lower classification, if competent, ~~as defined in Article.~~

An employee who has bumped shall move to the highest step of the new range that does not exceed their current salary.

If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The employee who is bumped by the affected employee shall have the same rights under this Article.

### **8.10.3 Recall**

**If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Article 8.12.**

## **8.11 REDUCTION HOURS / FTE**

An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, may bump and/or may elect to be placed on recall in accordance with ~~Article Section 8.10 and 8.12.~~ If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the employee shall have the right to bump or recall list.

## **8.12 RECALL**

An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of their layoff. If a vacancy occurs in the employee(s) classification, employee(s) on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resource Department. The vacancy will be filled, in accordance with classification seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept two (2) offers to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

As long as any employee remains on the recall list the Employer shall not newly employ by hiring persons into the affected bargaining unit classification(s), within their department, until all qualified employees holding recall rights to that affected classification have been offered recall.

In other represented departments, as long as any employee remains on the recall list the Employer shall first post internally a vacancy of the affected employee's same classification to assure that the affected employee, together with other current employees are given opportunity for consideration for the vacancy. The employer then reserves the right to post externally if, at the sole discretion of the employer, a current employee does not best fit the needs of the vacancy.

It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number.

A copy of the recall list shall be provided to the Union, upon request.

A person on the recall list who is re-employed in a regular position with the Employer shall serve a probationary period of three (3) months. The probationary period may be extended up to an additional three (3) months if the Employer states reasons in writing to the employee at the end of the first three (3) months. An employee who does not successfully complete the probationary period shall return to the recall list and shall remain on the recall list for the portion of their fourteen (14) months remaining at the time of re-hire.

There shall be no probationary requirement for persons returning to their former position if the initial probationary period has been completed.

Employees shall not lose seniority as a result of layoff for a period of up to fourteen (14) months, per [Article Section 8.3](#); provided, however, that no benefits shall be accrued during the period of layoff.

Nothing contained in this layoff section shall be construed to require the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

Salary placement rules shall apply to recall to regular positions and to employees who have bumped. Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step. The salary for non-regular positions not represented by the bargaining unit shall be determined by the Employer.

### **8.13 VACANT POSITIONS**

Positions will be filled in accordance with [Article Section 8.2](#) and other sections of this Article.

Within the bargaining unit and the department, affected employees and employees on the recall list shall be given first opportunity for vacant bargaining unit positions for which they are qualified prior to outside hiring by the Employer, consistent with [Article Section 8.10.1](#). Within other departments affected employees will be given consideration for vacant positions for which they are qualified.

If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or

bumped position, then that employee will be placed on the recall list and will be eligible for recall under ~~Article Section 8.12.~~

#### **8.14 VACATION & LEAVE CASH OUTS / PAY**

Any regular employee who is laid off or terminated shall be cashed out for any unused vacation benefits or comp time with their final paycheck, to the extent of established maximums (per other Articles of this Agreement).

Sick leave balances at the date of layoff shall be restored upon recall with the Employer if the person is recalled into a regular position from the recall list. No sick leave shall accrue during the period of layoff. If a person on the recall list is employed in a temporary position employment, the person may accrue sick leave at the same rate that would apply if it were a regular position. Only sick leave accrued during temporary employment may be used during temporary employment. Sick leave accrued during temporary employment may be added to any existing sick leave balance if the person is hired into a regular position from the recall list.

#### **8.15 UNEMPLOYMENT CLAIMS**

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

### **ARTICLE 9 – WAGES**

#### **9.1 WAGE SCHEDULE**

The monthly salaries for employees and classifications covered by this Agreement are located in Appendix ~~A~~C. The parties recognize that the information used to compile the data for the salary survey needs to be reviewed and updated due to a number of circumstances. Some of these elements include increased population of Kirkland, changes in job descriptions due to layoffs and the re-distribution of work, and the re-use of aged information. The parties agree that before conducting a new salary survey these items, or other related issues, will be discussed and reviewed for possible changes and updates. This provision creates no commitment by either party to act on any survey results.

Should it become necessary to establish a new job classification within the bargaining unit during the life of this Agreement, the Employer may designate a job classification title and salary for the classification. The salary for any new classification within the bargaining unit shall be subject to negotiations, consistent with Article 2.2.

##### 9.1.1 Wage Adjustments

9.1.1.a ~~Effective January 1, 2012, the monthly rates of pay shall be increased by two and five tenths percent (2.5%) through December 31, 2012. Effective January 1, 2015, the monthly rates of pay shall be increased by two percent (2%) through December 31, 2015.~~

9.1.1.b ~~Effective January 1, 2013, the monthly rates of pay shall be increased by two and five tenths percent (2.5%) through December 31, 2013. Effective January 1,~~

2016, the monthly rates of pay shall be increased by two percent (2%) through December 31, 2016.

~~9.1.1.c Effective January 1, 2014, the monthly rates of pay shall be increased by zero percent (0%) through December 31, 2014.~~ Effective January 1, 2017, the monthly rates of pay shall be increased by two percent (2%) through December 31, 2017.

For all retroactive amounts, the Employer shall, within thirty days of signature of this Agreement, make all appropriate salary adjustments for the next regular pay period.

## **9.2 HIRE-IN RATES**

New regular employees shall normally be placed at Step A of the appropriate salary range or placed consistent with current personnel rules.

## ~~9.3 SHIFT DIFFERENTIAL~~

~~Shift differential is not applicable to this bargaining unit.~~

# **ARTICLE 10 – OTHER COMPENSATION**

## **10.1 STANDBY PAY**

[Language forthcoming]

Employees assigned to emergency standby duty during their time off shall be paid 15 percent of their regular straight-time hourly rate for each hour of standby. Employees assigned to standby on paid holidays specified in Article 11 shall be paid 25 percent of their regular straight-time hourly rate for each hour of standby.

Employees not on standby shall receive a minimum of two (2) hours of pay when called back to work by the employee's supervisor to handle a matter that requires immediate attention. Employees on standby shall also receive a minimum of two (2) hours of pay when required to physically return to the worksite to handle a matter that requires immediate attention. Employees on standby that are required to provide telephonic or computer remote services shall receive the greater of a minimum of one (1) hour of pay or the time actually worked. Other hours actually worked during the standby period are tracked in 15 minute increments. Employees will not receive the minimum of one (1) hour of pay for time worked that is considered de minimus (less than 7.5 minutes).

## **10.2 CALL-BACK PAY**

All employees will respond to emergency call-outs unless extenuating circumstances such as illness or other incapacitation prevent the employee from responding.

Full-time employees who are called back to work after leaving the job site shall receive a minimum of two (2) hours pay at the overtime rate. When an employee is called out between shifts, the time worked between shifts shall be paid at the rate of one and one-half (1½) times the regular rate. After working the call out shift, the employee may have the option of working the next regularly scheduled shift, provided the supervisor and the employee feel the employee can carry

out the duties of the position safely. When the employee does continue working, the time worked on the next regularly scheduled shift shall be compensated at the normal straight time rate.

During periods of emergency, changes of shift can be made with eight (8) hours' notice, provided the employee has eight (8) hours off between the two (2) shifts.

This provision shall apply to employees who are required to attend Employer scheduled meetings on their regularly scheduled day(s) off.

Part time employees who are called back to work after leaving the job site shall receive a minimum of two (2) hours' pay at the appropriate rate of pay.

### **10.3 WORK IN A HIGHER CLASSIFICATION**

Employees assigned by their Department Director or the City Manager to assume the full range of responsibilities of a higher level position in a temporary capacity for at least 10 continuous working days shall receive Temporary Assignment Pay commencing from the first such day worked. Pay shall be at the "A" step of the higher pay range, or at the lowest step which gives the employee a 5 percent pay increase, whichever is greater.

Out of Class Pay shall be awarded due to a position vacancy created by separation from Employer employment, extended illness, injury, or maternity leave of the incumbent. Management retains the right to determine whether or not to fill vacant positions with temporary appointments.

### **10.4 MILEAGE REIMBURSEMENT**

All bargaining unit employees who are required to use their own vehicles for Employer business shall be reimbursed at the mileage rate set by the current policy for all miles driven on such business.

### **10.5 FOOTWEAR ALLOWANCE**

~~The Employer shall distribute to each benefitted employee required to wear WISHA-approved footwear (currently the classifications of Inspectors and Code Enforcement Officers), a footwear allowance in the amount of two hundred dollars (\$200.00) per year to be received on the first payday of September of each year. New employees shall not be eligible for receipt of this benefit until completion of their probation period nor shall they receive more than one (1) allowance per calendar year.~~

~~Employee uniforms purchased through an advance or reimbursement that can be worn as street clothing shall be taxable income to the employee in accordance with the Internal Revenue Service rules.~~

The Employer shall distribute to each benefitted employee who is exposed to the hazards set forth in WAC 296-800-16060 a footwear allowance, for ANSI approved work footwear. The footwear allowance shall be in amount of two hundred dollars (\$200.00) distributed on first payday of September each year the employee is eligible:

Footwear Allowance Eligibility Schedule:

Level One: Encounters foot hazards as defined by the WAC at least 3x per month (minimum of 36 times per year) = eligible for footwear allowance every year

Level Two: Encounters foot hazards as defined by the WAC at least 2x per month (minimum 24 times per year) = eligible for footwear allowance every two years

Level Three: Encounters foot hazards as defined by the WAC occasionally (minimum of/or less than 23 times per year) = eligible for footwear allowance every three years

An eligible employee may choose to waive their footwear allowance. If an employee waives their footwear allowance they will not be considered for another allowance until their next eligibility period. If an employee who waived their allowance would like to receive a footwear allowance in between eligibility periods they must submit a request to the Safety and Risk Analyst. Once they use their allowance the eligibility period for the next footwear allowance is set forth from that date.

New employees will be required to wear footwear but will not receive footwear allowance until they have completed their probation period. Once their probationary period is complete they will be added to the eligibility list per the eligibility schedule to receive a footwear allowance the following September.

Employee uniforms purchased through an advance or reimbursement that can be worn as street clothing shall be taxable income to the employee in accordance with the Internal Revenue Service rules.

## **10.6 LONGEVITY**

All employees who have completed nine (9) continuous years of service to the Employer will receive a flat rate per month and will not be affected by the COLA.

Effective upon ratification of the Agreement to recognize long term service, longevity will be given to all employees who have completed continuous years of service based on the chart below:

For the years 2012-2013:

\$ 50.00 total per month at the start of the 10<sup>th</sup> year of service

\$100.00 total per month at the start of the 15<sup>th</sup> year of service

\$150.00 total per month at the start of the 20<sup>th</sup> year of service

For the year 2014: term of this Agreement.

\$ 70.00 total per month at the start of the 10<sup>th</sup> year of service

\$120.00 total per month at the start of the 15<sup>th</sup> year of service

\$170.00 total per month at the start of the 20<sup>th</sup> year of service

## **ARTICLE 11 - HOLIDAYS**

### **11.1 HOLIDAYS**

Benefitted full-time employees shall be granted the following holidays and such other days as the City Council may fix without a reduction in pay:

Holiday	Observed
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving Day	Friday following the 4 <sup>th</sup> Thursday in November
½ Day Christmas Eve	Last regular work day before Christmas Day
Christmas Day	December 25th
½ Day New Year's Eve	Last regular work day before New Year's Day
Floating Holiday	Employee's Choice
Community Service Day	Employee's Choice

11.1.1 In selecting the Floating Holiday, the employee's choice will be granted, provided that prior approval is given by the immediate supervisor or Department Director, and provided that the particular day off selected by the employee does not prevent a department or division thereof from providing efficient public service. The Floating Holiday must be taken during the calendar year or entitlement to the day will be forfeited.

11.1.2 An employee must be employed in a regular or temporary position for six (6) consecutive months in order to be eligible for his or her floating holiday.

11.1.3 Utilization of the Community Service Day shall be for purposes of participation and volunteering for legitimate non-profit organizations, community service organizations or public agencies. Authorization and scheduling shall be in accordance with the same procedures as a Floating Holiday.

## **11.2 RELIGIOUS HOLIDAYS**

Employees may also take other religious holidays off with their supervisor's approval, with or without pay, through utilization of vacation or comp time or by making alternative work schedule arrangements. Such requests shall not be unreasonably denied.

## **11.3 HOLIDAY OBSERVANCE**

Any regular holiday which falls on a Saturday shall be observed on the preceding Friday and any regular holiday which falls on a Sunday shall be observed on the following Monday.

For those employees on a 4/10 work schedule or other alternate schedule, when one of the listed holidays falls on one of the employee's regularly scheduled days off, the holiday shall be observed on a day mutually agreeable to the employee and the Employer within the same workweek.

The holidays listed above represent specific events as indicated. Should the dates for any such holiday be changed by the Legislature or the Governor or the State of Washington, said holiday shall be observed on the date established by the change and not the date set forth above.

#### **11.4 HOLIDAY ON DAY OFF**

Benefitted employees shall receive eight (8) hours' holiday benefit pay and time-off for each holiday listed in Article 11.1 – Holidays, pro-rated to their FTE.

#### **11.5 HOLIDAY COMPENSATION**

Benefitted employees shall be paid no more than eight (8) hours of holiday benefit pay for that day regardless of their work individual schedule.

Should any work be performed by an employee on a holiday at the approval and/or direction of their supervisor they shall be paid for time worked and overtime may result if, consistent with Article 6.4, it results in over forty (40) hours worked for the workweek. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

### **ARTICLE 12 – VACATION**

#### **12.1 VACATION ACCRUAL**

Full-time employees shall accrue vacation leave at the rate of one twelfth of annual vacation per month of service, based on the first pay period beginning the following schedule:

<u>Years of Employment</u>	<u>Annual Vacation</u>
1 <sup>st</sup> - 4 <sup>th</sup> years	104 hours
5 <sup>th</sup> - 7 <sup>th</sup> years	128 hours
8 <sup>th</sup> - 10 <sup>th</sup> years	136 hours
11 <sup>th</sup> - 13 <sup>th</sup> years	144 hours
14 <sup>th</sup> - 16 <sup>th</sup> years	160 hours
17 <sup>th</sup> - 19 <sup>th</sup> years	176 hours
20 <sup>th</sup> - 24 <sup>th</sup> years	192 hours
25 <sup>th</sup> year and thereafter	200 hours

Accrual of vacation shall commence on the first pay period after hire date unless the hire date is on the first working day of the month; then accrual begins on that date of hire. Vacation leave shall not accrue during any leave without pay.

Vacation leave shall not be accumulated in excess of two hundred eighty (280) hours within a calendar year without the express prior written authorization of the City Manager or his or her designee. No more than two hundred and forty (240) hours may be carried over from one calendar year to the next, except as provided in Article 12.1.1.

12.1.1 Requests to the City Manager or designee for exceptions shall be for a specific number of hours to be used for a specific purpose and to be taken by a specific date. Generally, the basis for requesting an exception would be that the employee requested to utilize the leave and their service and work requirements precluded the Employer from granting the leave at that time. Accrued unused vacation leave shall not, under any circumstance, exceed three hundred twenty (320) hours.

12.1.2 Any vacation leave accrued in excess of the above referenced maximums shall be forfeited and shall not form the basis of any severance pay or additional compensation. Upon termination of employment, no payment for vacation accumulation shall exceed two hundred forty (240) hours.

Earned vacation leave may be taken at any time during a period of illness after expiration of sick leave. Taking leave without pay in any month shall result in pro-ratio of vacation accruals for that month, calculated upon actual hours worked as a percentage of the total hours of the pay period.

## **12.2 VACATION SCHEDULING**

Upon completion of six (6) months' continuous service in a regular position, [as defined in Section 1.11](#), an employee shall be eligible for paid vacation. An employee's request for vacation leave will be granted, provided that prior approval is given by the employer and provided that leave requested does not prevent a department or division thereof, from providing efficient public service.

Employees shall have the option of using compensatory time or vacation leave for approved paid time off.

## **12.3 VACATION PAY**

Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.

If an authorized holiday occurs within an employee's vacation period, that day will be paid as a holiday and not deducted from the employee's vacation accruals. Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

## **12.4 VACATION UPON TERMINATION**

Upon separation from [Employer](#) employment, employees who have six (6) or more consecutive months of employment shall receive pay in lieu of unused earned vacation leave, except as established in [Article Section 8.5](#) of this Agreement. In no case shall an employee receive pay in lieu of unused vacation leave prior to separation from Employer employment, unless approved by City Manager or his or her designee.

Employees shall provide at least ten (10) working days written notice of their effective resignation date. The time limit of the resignation may be waived at the discretion of the Director. Pay in lieu of unused vacation shall be forfeited if ten (10) working days written notice is not provided or waived.

## **ARTICLE 13 - SICK LEAVE**

### **13.1 SICK LEAVE ACCRUAL**

Full-time employees' sick leave with pay shall accrue at the rate of eight (8) hours of leave for each full calendar month of the employee's service. Accrual of sick leave shall commence on the first pay period after hire date unless the hire date is on the first working day of the month; then accrual begins on that date of hire. Any such leave accrued in any one year shall be accumulative for succeeding years to a maximum of nine hundred sixty (960) working hours.

Unused sick leave may be accumulated from year to year to a maximum of nine hundred and sixty (960) hours, but may not be taken or used for any reason other than those specified in Article 13.2.1 of this Agreement. The Employer shall not compensate any employee upon termination or at any other time for unused accrued sick leave by payment of money or compensating time off, except as provided in this section.

Taking leave without pay in any pay period shall result in pro-ration of sick leave accruals for that pay period, calculated upon actual hours worked as a percentage of the total hours of the pay period.

### **13.2 SICK LEAVE USAGE**

Employees are expected to be on the job unless excused by Supervisor or Department Director because of illness. The Employer may make periodic reviews of individual attendance records. Excessive absenteeism or use of sick leave for purposes other than those provided for in this Agreement may result in disciplinary action or termination of the employee.

Sick leave shall be available to benefitted employees after they have worked for a minimum of thirty (30) consecutive calendar days after their most recent date of hire.

13.2.1 Sick leave shall be granted for the following reasons: Personal illness or physical incapacity which renders the employee unable to perform the duties of his or her position, care for or serious illness of immediate family, medical or dental appointments or as otherwise required by law or this agreement.

13.2.2 Employees who appear to be using excessive amount of sick leave may be required to submit a statement from a professional health care provider certifying the illness. A statement from the health care provider may also be required for certifying the date on which the employee is able to return to work and his or her ability to perform the required duties.

13.2.3 Use of accrued sick leave is contingent upon the employee or someone on his or her behalf notifying his or her immediate supervisor of the reason for absence prior to or within one hour of the regular start time each day. In cases of hospitalization or extended illness, daily notice is not required, provided that the employee's supervisor is kept informed of the expected duration of absence and the date of return. For scheduled medical appointments or when sick leave use can be anticipated, the employee will give advance notice of not less than one week to his or her immediate supervisor, unless there are extenuating circumstances.

### **13.3 SHARED LEAVE**

The Employer may permit an employee to receive donation of vacation or comp time consistent with the then current Shared Leave policy.

#### **13.4 COORDINATION - WORKER'S COMPENSATION**

In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Worker's Compensation Act or similar legislation by the State of Washington or other governmental unit, the Employer shall pay to the employee only the difference between the benefits and payments received under such insurance or act by such employee and the regular rate of compensation that he/she would have received from the Employer if able to work. In such event, the number of hours deducted from the employee's total accrued sick leave shall be the hourly equivalent of the Employer's payment. The foregoing payment or contribution by the employer shall be limited to the period of time that such employee has accumulated sick leave credits as herein above specified.

#### **13.5 FAMILY MEMBER**

Sick leave may be utilized as referenced above in this article for immediate family requiring the employee's attendance.

### **ARTICLE 14 – LEAVES OF ABSENCE**

#### **14.1 IN GENERAL**

Leaves of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave, unless otherwise provided for in this Agreement.

Leave does not accrue nor may it be used until the first day of the following pay period in which it is earned (no "negative" leave use during the period in which it is earned).

#### **14.2 JURY DUTY / COURT**

An employee, who is required to serve on a jury or as a result of official Employer duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such duty.

#### **14.3 MILITARY LEAVE**

All regular employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for twenty-one (21) working days of military leave per year (October 1 through September 30).

#### **14.4 BEREAVEMENT**

Upon notification, a Department Director will grant an employee bereavement leave with pay in the event of death in the immediate family of the employee. The maximum number of working days leave shall be five (5) per year. This leave is not cumulative from year to year.

#### **14.5 MAINTENANCE OF SENIORITY**

The Employer shall adjust the employee's anniversary date to reflect any period of ~~unpaid leave~~ leave without pay in excess of thirty (30) continuous calendar days. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

#### **14.6 LEAVE WITHOUT PAY**

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave.

If authorized by the Employer or for periods required by law, regular employees may take up to six (6) months leave without pay. Leaves of thirty (30) calendar days or less can be authorized by the Department Director. Leaves in excess of thirty (30) calendar days require authorization by the City Manager or designee. Such leaves shall not constitute a break in service but no benefits shall accrue during the leave. Upon expiration of the leave, the employee shall be reinstated in the position held at the time the leave was granted and shall resume accrual of benefits at the same rate at which he/she accrued them prior to the leave.

#### **14.7 FAMILY LEAVE – FMLA**

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. For purposes of this Article, the definition of "immediate family" will be found in Article 1.

The Employer shall maintain the employee's health benefits during this leave. If the employee fails to return from leave for any reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. The Employee may elect to retain up to forty (40) hours of sick leave and up to forty (40) hours of vacation (prorated by their FTE) for use upon return to work, consistent with the process identified in the personnel policy. Upon the employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

The Employer will grant leave consistent with state and federal law. Family leave shall be consistent with the FMLA and the adopted conditions and provisions of the state and federal law and are not intended to expand upon the rights thus set forth.

#### **14.8 MATERNITY LEAVE**

Consistent with WAC 162-30-020, the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

This leave provides female employees with the right to a leave of absence equivalent to the disability phase of pregnancy and childbirth. There is no eligibility requirement, however the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the employer's expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay as provided by law. Employees must use their accrued vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time, consistent with the retention provision as provided in Article 14.7. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

#### **14.9 INCLEMENT WEATHER**

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the current Inclement Weather Policy of the Employer. The goal shall be to continue to provide essential Employer services, consistent with public and employee safety and emergency operations priorities.

### **ARTICLE 15 – HEALTH & WELFARE**

#### **15.1 MAINTENANCE OF BENEFITS**

Medical and Dental Insurance - ~~The Employer may self-insure medical and/or dental insurance coverage or select a new medical and/or dental insurance plan and shall make every possible effort to maintain substantially equivalent benefits. The Employer and the Union shall meet to explore alternative insurance coverage prior to selecting any new medical and/or dental insurance plan in order to~~ The Employer will offer a self-insured High Deductible Health Plan (HDHP) administered by First Choice (or its equivalent) with coverages illustrated in Appendix A. The Employer will also offer a fully-insured HMO option through Group Health (or its equivalent). During the duration of this agreement the Employer shall make every effort to maintain substantially equivalent benefits at a reasonable cost. The Employer recognizes its responsibility to bargain with the union the impact of those decisions.

The Union shall take part in and have an appointed representative on the Health and Welfare Benefits Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs. ~~Among the items to be considered would be identification of options for retiree medical participation.~~ The Benefit Committee representative shall have no authority to negotiate on behalf of the Union any changes to be scheduled or content of benefit plans, any such changes shall be governed in accordance with Article 15.1 of this Agreement.

Participation in benefits shall be consistent with Article 5.2 of this Agreement and the trusts and Plans described below.

## **15.2 HEALTH AND LIFE INSURANCE**

Medical Insurance - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage for each employee of the bargaining unit.

Changes in insurance carrier shall be subject to Article 15.1.

Dental and Vision - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage.

Life Insurance - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee term life insurance coverage that has a policy value of two (2) times the annual base rate of pay of the employee, up to a guaranteed issue amount of \$250,000. The employee is responsible for any taxes associated with this benefit.

15.2.1 Part-time regular employees shall receive medical, dental and vision benefits, in accordance with Article 5.2

15.2.2 The employee shall pay, by way of payroll deduction, any and all premiums above the maximum paid by the Employer.

15.2.3 If an employee is on leave without pay in excess of eight (8) hours in a calendar month, the health insurance benefits for the employee and his or her dependents shall be pro-rated.

## **15.3 FLEXIBLE SPENDING ACCOUNT - FSA**

The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer makes no contribution, makes no assurance of ongoing participation and assumes no liability for claims or benefits. The City and the Union agree to reevaluate this benefit pending Cadillac Tax liability in the future.

## **15.4 RETIREMENT**

Pensions for employees and contributions to pension funds will be governed by the Washington State statutes in relation thereto in existence during the contract period.

## **15.5 HEALTH REIMBURSEMENT ACCOUNT – HRA (VEBA)**

The Employer will make contributions to a HRA (VEBA) in the amount of \$1200/year for employee only coverage or \$2400/year for family coverage if the employee enrolls in the City of Kirkland HDHP. If the Employee is enrolled in either First Choice or Group Health and satisfies the Wellness incentive criteria, as described in Appendix B, the Employer will contribute up to an additional \$600/year into the HRA (VEBA). Contributions to the HRA (VEBA) will be made by

the Employer and are subject to the rules and limitations contained within the Internal Revenue Code.

15.5.1 Part-time employees shall receive the full HRA (VEBA) contribution, however premiums for the medical, dental, and vision benefits will be prorated according to Article 5.2.2.

15.5.2 If an employee's hours drop below 20 hours per week or 80 hours per month, the employee will be subject to the underwriting rules of the medical, dental, vision and other plans. In such cases the employee will be removed from the active plan and provided COBRA coverage.

## **15.6 EMPLOYEE HEALTH CENTER**

The Employer will contract with a vendor selected by the Employer to open and operate an Employee Health Center. The Health Center will be open to employees, their spouses/domestic partners and children over two years of age who are covered under the Employer's First Choice HDHP or Group Health Plan. Services provided at the Health Center, per the contract with the vendor, will be at no cost to the employee. The Employer has full discretion to negotiate with the vendor on services provided, hours of operation, staffing, covered participants, covered prescriptions, location, and all other stipulations in the contract with the vendor. The Employer reserves the right to terminate the contract with the vendor and discontinue offering this benefit to employees and their dependents at any time. If, during the term of the Agreement such termination should take place, either party may re-open the Agreement for bargaining.

## **15.7 PROFESSIONAL HEALTH SERVICES**

The Employer will contract with a vendor of their choosing to provide Professional Health Services. The Professional Health Services vendor will be open to Employees, their spouses/domestic partners and children who are covered under the Employer's First Choice HDHP. Services provided by Professional Health Services, per the contract with the vendor, will be at no cost to the Employee. The Employer has full discretion to negotiate with the vendor on services provided and all other stipulations in the contract with the vendor. The Employer reserves the right to terminate the contract with the vendor and discontinue offering this benefit to Employees and their dependents at any time.

## **ARTICLE 16 - TRAINING**

### **16.1 TRAINING**

Approval for attendance at training, the hours intended to be compensated and the reimbursement for travel and expenses shall be established by the supervisor prior to the training, consistent with the current policy.

### **16.2 TRAINING REIMBURSEMENT**

Compensation associated with training or representation of the Employer on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA) and WAC 296-128-500.

## **ARTICLE 17 – LABOR / MANAGEMENT COMMITTEES**

### **17.1 PURPOSE OF COMMITTEE**

The Employer and the Union agree that a need exists for closer cooperation between labor and management, and that from time to time suggestions and issues of a general nature affecting the Union and the Employer need consideration.

The Labor / Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

Upon request by either party, the parties have agreed to participate in quarterly labor-management meetings to discuss matters of mutual concern. It is expected that, unless otherwise agreed, such meetings will occur during normal business hours. Not less than one (1) week before a meeting is scheduled, each party will advise the other of matters which the party wishes to discuss. Unless otherwise agreed, the agenda will be limited to such matters.

The above provision does not preclude and in fact encourages the parties to also meet informally and expeditiously on an as needed basis on matters of mutual concern.

Policy Work Groups - The Union will be given an opportunity to designate participants to Policy Work Groups related to employment policies. Policy Work Groups will be chaired by Human Resources. Policy Work Group participants will not negotiate on behalf of the Union regarding employment policies that would impact wages, hours and working conditions.

### **17.2 COMPOSITION OF COMMITTEE**

The Labor Management Committee meetings will include a minimum of three (3) representatives of the employer and a minimum of three (3) representatives appointed by Local #1837, unless otherwise mutually agreed upon. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

### **17.3 COMPENSATION**

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

## **ARTICLE 18 – HEALTH & SAFETY**

### **18.1 SAFE WORKPLACE**

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a determination with regard to safety. Upon the supervisor's review and liability, the employee will perform the work but may refer the matter to the safety committee or risk management.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

### **18.2 HEALTH & SAFETY PLAN**

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site specific safety and security plans in conformance with state and federal laws.

### **18.3 DRUG FREE WORKPLACE**

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that employers will provide a drug free workplace. This policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

Fitness For Duty – If a supervisor or manager reasonably suspects, through observation, that an employee may be under any influence of, or impaired by, a substance, the employee shall be removed from duty immediately and undergo substance testing for the suspected substance. Except in emergency situations, the supervisor or manager shall consult with another supervisor, manager or representative of Human Resources to ensure that adequate grounds for reasonable suspicion exist. The consulted supervisor, manager or representative of Human Resources shall also personally observe the employee before the employee is required to test for the presence of that substance. At this time the employee will also be notified of his or her Weingarten rights.

Employees removed from duty under such circumstances who test positive shall be required to meet with the Employer's Substance Abuse Professional (SAP) and shall only be allowed to return to work, if at all, in accordance with the return to work provisions of the Employer's substance abuse policy.

### **18.4 WORK PLACE VIOLENCE**

The Employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a City employee, will not be tolerated and should be immediately reported whether or not physical injury occurs.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

### **19.1 GRIEVANCE DEFINED**

A "Grievance" means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. All grievance time frames shall be held in abeyance when the parties have mutually agreed. Mediation may be considered at any step in the grievance procedure.

### **19.2 GRIEVANCE PROCEDURE**

In the event of a grievance, the following procedure shall be used:

Step 1 – An employee and the Union representing the employee must present a grievance in writing within ten (10) working days of its alleged occurrence to the employee's Department

Director for which the infraction applies, with a copy to Human Resources. The Department Director shall respond in writing to the grievance within ten (10) working days after it is presented to him or her. The grievance must be signed by the employee and must state the issue, the section of this Agreement violated, facts giving rise to the grievance and the remedy sought.

If a grievance is not presented within the time limits set forth above, it shall be considered waived.

Step 2 - If the employee is not satisfied with the solution of the Department Director, the grievance, in writing, together with all pertinent materials may be presented to the City Manager, or designee by the employee and the Union representing the employee within five (5) working days after receiving the Department Director's response. The City Manager or designee shall consult with the Union to try to resolve the grievance and shall respond in writing within twenty (20) working days after it is presented to him or her.

Fact Finding - If requested by either party during step 1 or step 2, the Human Resources Director or designee shall schedule a fact-finding meeting with the parties to the grievance in order to clarify, between the parties, facts related to the grievance. Fact finding shall be completed within twenty (20) working days of the request. The respondent time period shall begin upon conclusion of fact finding. If grievance proceeds to the next step, the "finding of fact report" shall be forwarded to the City Manager or designee.

Step 3 – If the grievance is not satisfactorily resolved by the City Manager or designee and the Union, the Human Resources Director and the Union Staff Representative will meet for purposes of resolution of the grievance or to acknowledge that mutually agreeable resolution is not possible. If so, within ten (10) working days following the response and acknowledgement, the grievance may be referred to an arbitrator. Employee grievances must first have approval by the Union officers prior to being referred to an arbiter.

Step 4 / Arbitration – If agreement cannot be reached as to the arbiter, the parties shall jointly request the Public Employment Relations Commission to provide a panel of seven arbitrators from which the parties may select one. The representatives of the Employer and the Union shall alternately eliminate the name of one person from the list until only one name remains. The person whose name is not eliminated shall be the arbiter. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render his or her decision based on the alleged violation of the provision(s) of this Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon both parties to the agreements, provided the decision does not involve action by either party which is beyond its jurisdiction. The expenses of the arbiter shall be shared equally by the Employer and the Union. Each party shall be responsible for compensating its own witnesses and representatives, not to include witnesses that are members of the bargaining unit. The arbitrator shall consider and decide upon only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

When agreed upon by both parties, outside consultant services shall not be utilized during arbitration meetings.

### **19.3 UNION / EMPLOYER GRIEVANCE**

Either the Union or the Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the Employer / employees became aware or reasonably should have known that the grievance existed. The Employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

The Union may initiate a Grievance at Step 2 anytime that it involves a group of employees from different departments. Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

#### **19.4 SCHEDULE OF MEETINGS**

Upon request, and without unnecessary delay, a steward's immediate supervisor or designee shall allow the steward during normal work hours without loss of pay, reasonable time to:

19.4.1 Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.

19.4.2 Attend meetings with the Director or other Employer representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.

19.4.3 Confer with a staff representative of the Union and/or employees on Employer premises, at such time and places as may be authorized by the Director or designee in advance of the intended meetings.

For the purposes of this Article and Article 4.3, obtaining coverage to insure minimum staffing levels shall not be considered an unnecessary delay. The Employer shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

### **ARTICLE 20 - NO STRIKE / NO LOCKOUT**

#### **20.1 NO STRIKE / NO LOCKOUT**

The Union agrees that there shall be no strikes, slow-downs, or stoppage of work, or any interference with the efficient operation of the department. Any such action shall be subject to disciplinary action, including termination and replacement of the involved employees. The Employer shall not lockout any employee during the life of this Agreement.

### **ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

#### **21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the Employer possesses.

The Employer has the authority to adopt rules for the operation of the department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement, or with applicable law. The Union shall be given an appropriate amount of time to review and request bargaining, as they determine needed, on proposed rules and policies, which are mandatory subjects of bargaining.

The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirement of municipal employment and the public interest.

The Employer has the right to assign work and determine the duties of employees; to schedule hours of work, to determine the number of personnel to be assigned at any time, to determine new work methods, to contract out bargaining unit work, for goods and services (provided that the Employer agrees to meet and confer with the Union regarding the impact of the decision), to perform all other functions not expressly limited by this Agreement.

Incidental duties connected with responsibilities enumerated in the job descriptions are not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

The Employer reserves the right to discipline or discharge in good faith for cause.

The Employer reserves the right to lay-off or reduce normal work hours on a temporary or permanent basis for lack of work, funds, or other legitimate reasons including the occurrence of conditions beyond the control of the Employer or where such continuation of work is determined by the Employer to be wasteful and unproductive.

## **ARTICLE 22 - GENERAL PROVISIONS**

### **22.1 SAVINGS CLAUSE**

If any provision of this Agreement shall be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance or enforcement of any provision shall be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. Upon the request of one party to the other, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

Any and all prior agreements, practices, policies, rules, and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.

## **ARTICLE 23 – ENTIRE AGREEMENT**

### **23.1 DURATION CLAUSE**

~~The Agreement shall become effective on January 1, 2012, and remain in full force and effect through December 31, 2014.~~

The Agreement shall become effective on January 1, 2015, and remain in full force and effect through December 31, 2017.

Upon mutual written agreement of the parties, the provisions of this Agreement may be modified from time to time by written supplemental agreement. In the event either party wishes to pursue such modification, that party shall give notice of the offer to negotiate a modification. The other party is free to accept or reject the offer to negotiate a modification at its discretion no later than five (5) working days after receipt of the offer, which time period may be extended upon mutual written agreement of the parties. If the parties are agreeable to negotiations, they will meet within ten (10) workings days to discuss ground rules, time frames and interests. Negotiations shall be concluded within the time frame agreed upon by both parties unless extended by mutual agreement. Otherwise, the proposed modification shall be deemed rejected.

If either party wishes to amend or extend the Agreement upon its expiration, notice of such intent must be given no earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration of the Agreement. The Employer will maintain the status quo with respect to the matters covered by this Agreement during negotiations for a new agreement, following the procedures and time-lines of RCW 41.56.

**23.2 ENTIRE AGREEMENT**

The agreement expressed herein in writing constitutes the entire agreement between the parties, and there shall be no amendments except in writing and with agreement of both parties.

**SIGNATURES**

CITY OF KIRKLAND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

By: \_\_\_\_\_  
Kurt Triplett, City Manager

By: \_\_\_\_\_  
Bill Keenan, Council 2

Approved as to Form:

By: \_\_\_\_\_

By: \_\_\_\_\_

William Evans, Assistant City Attorney

Leslie Miller, President, Local # 1837

**Memorandum of Understanding  
to the Agreement by and between  
City of Kirkland  
and  
The Washington State Council of County &  
City Employees Local #1837 of the  
American Federation of State, County &  
Municipal Employees  
AFL-CIO**

**January 1, 2015 through December 31, 2017**

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This Memorandum of Understanding (MOU) is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the "Employer" and The Washington State Council of County & City Employees Local #1837 of the American Federation of State, County & Municipal Employees, AFL-CIO; hereinafter, referred to as the AFSCME.

The City wants to acknowledge that AFSCME, in good faith, moved forward with the City's health care proposal prior to current negotiations and were among the first labor groups to make the transition to the new plan. This MOU is in addition to the overall settlement of the January 1, 2015 – December 31, 2017 Agreement.

As a result, the Employer and AFSCME agree to the following terms and conditions concerning current AFSCME employees employed as of the effective date of this agreement only, as outlined below:

1. The City will make a one-time lump sum payment into each qualified employee's HRA VEBA account in the amount of \$500.00.
2. The payment will be made to employees who were enrolled in the HDHP at any time during April 1, 2015 – December 31, 2015 (qualified employees).
3. This payment will be implemented within sixty (60) days of Council approval of the MOU and take place on the 2<sup>nd</sup> pay period of the month of implementation.
4. The parties agree that nothing contained in this MOU creates a past practice and that the MOU is not precedent setting in any way.

This MOU is effective immediately upon signature by all representatives. The parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signatures below:

City of Kirkland

Local 1837 Washington State Council of County  
& City Employees of the American Federation of  
State, County & Municipal Employees, AFL-CIO

By: \_\_\_\_\_  
Kurt Triplett, City Manager

By: \_\_\_\_\_  
Bill Keenan, Director of Organizing,  
WSCCCE

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

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

\_\_\_\_\_  
APPROVED AS TO FORM  
City Attorney

\_\_\_\_\_  
LABOR RELATIONS REVIEW  
Human Resources Director



**Memorandum of Understanding  
to the Agreement by and between  
City of Kirkland  
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**January 1, 2015 through December 31, 2017**

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The City agrees to hire a consultant to assist with an overhaul of the current AFSCME classification structure. The City further agrees that the evaluation of qualifications and selection of the consultant shall be conducted in partnership with AFSCME.

The City and the Union, with the assistance of the consultant where applicable, agree to examine the current classification structure with the goal of simplifying and streamlining the classifications through the following steps:

1. Restructure current job classifications into simplified and streamlined job classification system for AFSCME employees that seeks to link jobs that have significant similarities.
2. Evaluate the classification system and job description structure of a number of cities.
3. Create a plan that includes, but not limited to a process for determining:
  - a. If a classification or group of classifications will be consolidated
  - b. How salaries will be affected
  - c. A minimum percentage between steps within a classification
  - d. The revision of job descriptions
  - e. The time for reviewing each classification

The above goals may be revised by the committee.

4. The Job Classification Review Board shall have a standing membership of three (3) representatives from Management and three (3) representatives from the Union.
  - a. Management members shall include representatives from the Human Resources Department and at least one representative from other city departments.

- b. Union members will include one Union officer and two additional Union members.
- 5. The Job Classification Review Board shall meet no less than two times per month beginning the month immediately following the ratification of the 2015-2017 AFSCME Collective Bargaining Agreement and concluding no later than December 31, 2017.
- 6. The above process will result in a recommendation from the Board. This recommendation must be negotiated by the parties.
- 7. The parties agree that this MOU is a one-time project and does not create a past practice and is not precedent setting.

This MOU is effective immediately upon signature by all representatives. The parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signatures below:

City of Kirkland

Local 1837 Washington State Council of  
County & City Employees of the American  
Federation of State, County & Municipal  
Employees, AFL-CIO

By: \_\_\_\_\_  
Kurt Triplett, City Manager

By: \_\_\_\_\_  
Bill Keenan, Director of Organizing,  
WSCCE

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

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

\_\_\_\_\_  
APPROVED AS TO FORM  
City Attorney

\_\_\_\_\_  
LABOR RELATIONS REVIEW  
Human Resources Director

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The Union and the City agree to:

1. Convene a workgroup within two (2) months following the ratification of the 2015-2017 AFSCME Collective Bargaining Agreement and concluding no later than December 31, 2017.
2. The Employer will invite representatives from other stakeholder groups, other unions, to participate in this workgroup.
3. The workgroup will research, review and develop a policy to address sick leave compensation.
4. The above process will result in a recommendation from the committee. This recommendation must be negotiated by the parties. If the recommendation is completed prior to the expiration of the Contract, the parties agree to commence bargaining on this provision.
5. The parties agree that this is a one-time project and nothing contained in this MOU creates a past practice and that the MOU is not precedent setting in any way.

This MOU is effective immediately upon signature by all representatives. The parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signatures below:

City of Kirkland

Local 1837 Washington State Council of  
County & City Employees of the American  
Federation of State, County & Municipal  
Employees, AFL-CIO

By: \_\_\_\_\_  
Kurt Triplett, City Manager

By: \_\_\_\_\_  
Bill Keenan, Director of Organizing,  
WSCCCE

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

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

\_\_\_\_\_  
APPROVED AS TO FORM  
City Attorney

\_\_\_\_\_  
LABOR RELATIONS REVIEW  
Human Resources Director



**CITY OF KIRKLAND**  
**Finance & Administration Department**  
**123 Fifth Avenue, Kirkland, WA 98033 425.587.3190**  
**www.kirklandwa.gov**

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## **MEMORANDUM**

**To:** Kurt Triplett

**From:** Kathi Anderson, City Clerk  
Michael Olson, Director of Finance and Administration

**Date:** May 31, 2016

**Subject:** Human Services Advisory Committee Resignation and Appointment

## **RECOMMENDATION**

That Council acknowledges receipt of Kayle Walls' resignation from the Kirkland Human Services Advisory Committee, approves the attached draft response thanking him for his service, and, via approval of the consent calendar, appoints selected alternate Anne Radcliff to the vacated seat for the remainder of the unexpired term, which ends March 31, 2018.

## **BACKGROUND DISCUSSION**

Mr. Walls regrettably submits his resignation, effective May 22, 2016, noting that he will no longer reside in the City of Kirkland after June, 2016.

At Council's special meeting March 29, 2016, Council interviewed and selected Ms. Radcliff as the alternate appointee should a vacancy occur on the Human Services Advisory Committee within the six month period following that meeting. Ms. Radcliff has confirmed her continued interest in the appointment. Approving the June 7, 2016 consent calendar will approve the draft response and appoint Ms. Radcliff to the Human Services Advisory Committee.

May 22, 2016

City Council, City of Kirkland  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

To Whom It May Concern:

I am writing today to formally resign from my position on the Human Services Advisory Committee with the City of Kirkland. I was greatly honored to be selected for this position and would have loved to serve my hometown through this work. However, I was just offered a position with an organization in New York to advance my career and will be relocating in June.

Thank you again for this opportunity and I apologize for not being able to fulfill my full term with the Committee. Having participated in a similar committee in another city, I can tell you that you have an incredible team and process here in Kirkland to be proud of.

Best wishes,

A handwritten signature in black ink that reads "Kayle Walls". The signature is written in a cursive, flowing style.

Kayle Walls  
11720 97<sup>th</sup> Lane NE A214  
Kirkland, WA 98034  
(425) 275-8900

**DRAFT**

June 8, 2016

Kayle Walls  
11720 97<sup>th</sup> Lane NE A214  
Kirkland, WA 98034

Dear Kayle,

We have regretfully received your resignation from the Human Services Advisory Committee.

The City Council appreciates your contribution to the Committee, and we thank you for volunteering your time and talent to serve the Kirkland community.

Best wishes in your current and future endeavors.

Sincerely,  
Kirkland City Council

By Amy Walen  
Mayor



## CITY OF KIRKLAND

Department of Finance & Administration  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100  
www.kirklandwa.gov

### MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Barry Scott, Purchasing Agent

**Date:** May 26, 2016

**Subject:** REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF June 7, 2016.

This report is provided to apprise the Council of recent and upcoming procurement activities where the cost is estimated or known to be in excess of \$50,000. The "Process" column on the table indicates the process being used to determine the award of the contract.

The City's major procurement activities initiated since the last report, dated May 5, 2016, are as follows:

	Project	Process	Estimate/Price	Status
1.	Engineering Consulting Services for 124 <sup>th</sup> Ave NE Sidewalk Improvements	A&E Roster Process	\$316,011	Contract awarded to David Evans & Associates, Inc. of Bellevue based on qualifications per RCW 39.80.
2.	Geotechnical Engineering Services for Neighborhood Roads	A&E Roster Process	\$65,136	Contract awarded to Kleinfelder of Redmond based on qualifications per RCW 39.80.
3.	3 <sup>rd</sup> & Central Way Sanitary Sewer Crossing and 1 <sup>st</sup> St. Sewer Main Replacement	A&E Roster Process	\$348,100	Contract awarded to Gray & Osborne, Inc. of Redmond based on qualifications per RCW 39.80.
4.	2016 Slurry Seal Project	Invitation for Bids	\$375,000 - \$425,000	Advertised on 5/25 with bids due on 6/8.
5.	Annual Support Agreements for Cisco Equipment for Info. Technology	Cooperative Purchasing	\$55,040.65	Order placed with CDW-G of Chicago, IL using WA State Contract.

6.	Consulting Services for ERP Procurement Process	Request for Proposals	\$70,000 - \$80,000	RFP advertised on 5/31 with proposals due on or about 6/21.
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Please contact me if you have any questions regarding this report.



**CITY OF KIRKLAND**  
Planning and Building Department  
123 Fifth Avenue, Kirkland, WA 98033  
425.587-3225 - [www.kirklandwa.gov](http://www.kirklandwa.gov)

---

## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Désirée Goble, Planner  
Eric Shields, Planning Director

**Date:** May 31, 2016

**Subject:** Bridlestone Estates Rezone and Subdivision

**QUASI-JUDICIAL**

### **RECOMMENDATION**

Staff recommends that the Council consider the quasi-judicial matter pending for the proposed Bridlestone Estates rezone, preliminary subdivision and multiple sensitive area decisions application and consider the ordinance. The ordinance could be amended on Council direction.

1. Based on the record City Council should consider one of the three alternatives to either:
  - Grant the application as recommended by the Hearing Examiner;
  - Modify and grant the application; or
  - Deny the application.
2. Alternatively, if the Council concludes that the record compiled by the Hearing Examiner is incomplete or inadequate for the Council to make a decision on the application, the Council may, by motion, remand the matter to the Hearing Examiner with directions to reopen the hearing and provide supplementary findings and conclusions on the matter or matters specified in the motion.

### **RULES FOR CITY COUNCIL CONSIDERATION**

The Council shall consider the application based on the record before the Hearing Examiner, the recommendation of the Hearing Examiner, the challenge to the recommendation, the response to the challenge to the recommendation, and the e-mails from the Challenger and Applicant identifying their concerns regarding the oral statements made to Council on May 3, 2016.

## **BACKGROUND DISCUSSION**

### **Council Meeting**

At the May 3, 2016 Council meeting, staff provided a presentation to Council regarding the Bridlestone Estate Rezone and Subdivision. The Challenger and Applicant also made presentations. The Challenger provided a handout to Council and Staff (see Enclosure 1). Following is a link to the Council memo and enclosures from the [May 3, 2016 Council Meeting \(Agenda Item 11A\)](#). Both the challenger and applicant had concerns regarding new information being introduced during their respective oral statements. Council allowed the challenger and applicant one day to provide a written summary of their concerns about the other's presentation, and each did (See Enclosure 2 and 3).

### **ENCLOSURES**

- 1) Challenger's Handout
- 2) Applicant's response to Challenger's oral statements and handouts
- 3) Challenger's response to Applicant's oral statements
- 4) Ordinance 4516
- 5) Hearing Examiner Recommendation and Exhibits
- 6) Legal Description

A PORTION OF THE W. 1/2 OF THE SW. 1/4, SEC. 16, TWP. 25 N., RGE 5 E., W.M.



**BUILDING SETBACK (BSBL) CHART**

FROM:	20'
BLAP:	17'
SIDE:	15' TOTAL BETWEEN LOTS (20' MIN.)



**triad**  
 11000 Woodbridge Professional Bldg  
 Suite 400 - Woodbridge, VA 22191  
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 WASHINGTON

**PRELIMINARY PLAT**  
**KLN CONSTRUCTION, INC.**  
**BRIDLESTONE ESTATES**  
 CITY OF KENNESAW

DATE: \_\_\_\_\_  
 SHEET NO. \_\_\_\_\_  
 TOTAL SHEETS \_\_\_\_\_

DATE OF PLAN: 07/15/14  
 PROJECT NUMBER: 13-097  
 SCALE: 1" = 50'

**PRELIMINARY**

DATE SET PLAN: 07/15/14  
 COUNTY: KENNESAW  
 JOB NO.: 13-097  
 SHEET NO.: 11-14

# Kirkland Criteria for Horse Keeping

KZC 115.20(5) provides:

(d)(1) The applicant must provide a suitable barn to house the horses setback from adjoining lots a minimum of 40 feet, and must maintain it in a clean condition. The City may permit barns to extend into the property line in common with the abutting property; provided, that:

- i) An abutting property owner files a signed and notarized statement with the City in support of the request; and
- ii) The barn complies with all other regulations pertaining to setbacks in that zone.

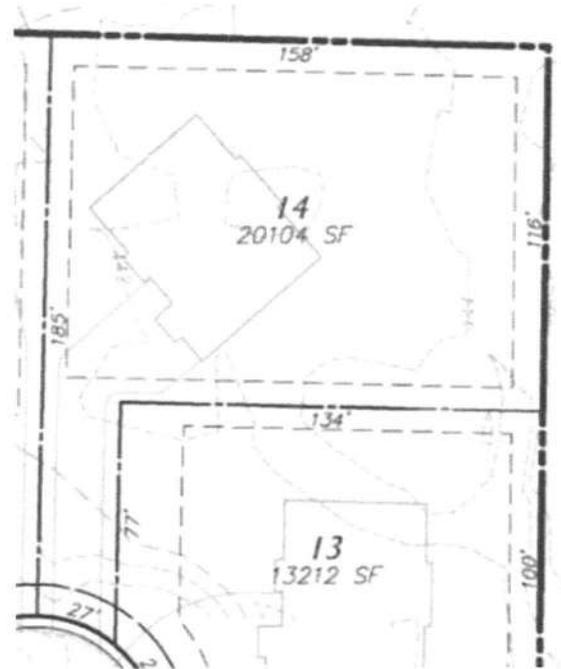
(e)(2)(a) Size – Each lot must contain an area of at least 14,500 square feet capable of being used as a horse paddock area and configured to meet the following standards:

- i) The paddock must be designed in a contiguous and usable manner to accommodate the feed storage and manure pile for two (2) horses. This area must be exclusive of any structures, including storage sheds, barns, residential units and carports.
- ii) Direct access to this area must be available for trucks to deliver feed and pick up manure from an alley, easement, or an adjacent right-of-way across a side yard of the lot.

(e)(2)(b) Setbacks – Paddocks must be a minimum of 20 feet from each property line. The City may permit horse paddocks to extend into the property line in common with the abutting property; provided, that:

- i) An abutting property owner files a signed and notarized statement with the City in support of the request; and
- ii) The paddock complies with all other regulations pertaining to setback in that zone.

## Lot #14 – 20,104 square feet



Narrow Access = 1,764 square feet

Actual usable area = 18,340 square feet

**Does not meet criteria for horse keeping (KZC 115.20(5)(d)&(e)):**

- No barn
- No adequate paddock area (min 14,500 square feet of contiguous area paddock area)
- No access to potential paddock/barn area that meets code requirements

## Lot #15 – 23,691 square feet



Narrow Access = 1,488 square feet  
Wetland Buffer = 4,809 square feet  
Actual usable area = 17,394 square feet

**Does not meet criteria for horse keeping (KZC 115.20(5)(d)&(e)):**

- No barn
- No adequate paddock area (min 14,500 square feet of contiguous area paddock area)
- No access to potential paddock/barn area that meets code requirements

## Lot #27 – 22,815 square feet



Narrow frontage = 4,701 square feet

Actual usable area = 18,114 square feet

**Does not meet criteria for horse keeping (KZC 115.20(5)(d)&(e)):**

- No barn
- No adequate paddock area (min 14,500 square feet of contiguous area paddock area)
- No access to potential paddock/barn area that meets code requirements

## Lot #28 – 21,442 square feet



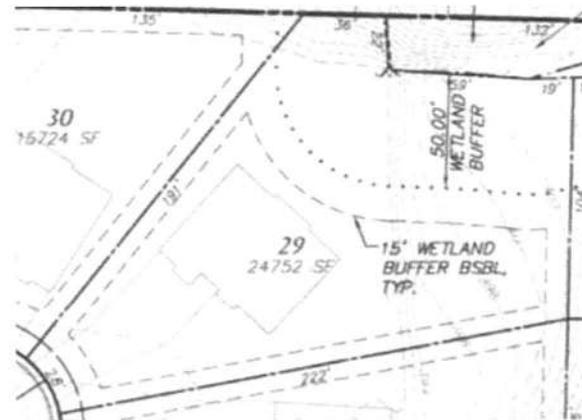
Narrow frontage (area forward of the house) = 5215 square feet

Actual usable area = 16,997

**Does not meet criteria for horse keeping (KZC 115.20(5)(d)&(e)):**

- No barn
- No adequate paddock area (min 14,500 square feet of contiguous area paddock area)
- No access to potential paddock/barn area that meets code requirements

## Lot #29 – 24,752 square feet



Wetland buffer = 6891 square feet

Narrow frontage = 4207 square feet

Actual usable area = 13,654 square feet

**Does not meet criteria for horse keeping (KZC 115.20(5)(d)&(e)):**

- No barn
- No adequate paddock area (min 14,500 square feet of contiguous area paddock area)
- No access to potential paddock/barn area that meets code requirements

## Lot #33 – 22,866 square feet



Wetland buffer = 9,167 square feet

Actual usable area = 13,699 square feet

**Does not meet criteria for horse keeping (KZC 115.20(5)(d)&(e)):**

- No barn
- No adequate paddock area (min 14,500 square feet of contiguous area paddock area)
- No access to potential paddock/barn area that meets code requirements

**Kevin Raymond**

---

**From:** Brian Holtzclaw <brian@village-life.net>  
**Sent:** Wednesday, May 04, 2016 4:36 PM  
**To:** Kevin Raymond  
**Subject:** Bridlestone Estates  
**Attachments:** SKMBT\_C552D16050409140.pdf

Mr. Raymond (and Council members),

This email is to, among other things, follow up on KLN's objection to the purported "illustrative" exhibit introduced last night by the Challengers.

KLN's objection is threefold.

First, members of the public testified generally at the public hearing before the Examiner on March 9<sup>th</sup> that lots within Bridlestone Estates could not meet the City's code requirements for horse keeping. However, no specific analysis/information to support that contention was submitted into the public record during the open record hearing. KLN pointed out to the Examiner that 6 proposed lots were over 20,000 square feet on which the City's requirements for horse keeping could potentially be met. Based on the information presented into the record, the Examiner concluded that "[a]s the subdivision is presently configured, it may be possible for a few lots to support horse keeping." HE Recommendation, C.5. at page 3. The exhibit introduced last night appears to be new substantive analysis by Challengers to refute the Examiner's findings and conclusions. The time for submitting such evidence was during the open record hearing. This exhibit is substantive, not illustrative, and therefore should be precluded from the Council's closed record consideration of this matter.

Second, the exhibit asserts that on 6 proposed lots the City's requirements cannot be met based on the house footprints shown on the preliminary plat. However, as I stated in my April 1<sup>st</sup> letter responding to the Challenge, those footprints are conceptual and do not represent what may actually be built on each lot. Accordingly, those footprints fail to demonstrate that the City's requirements for horse keeping could not be met on those lots. (Specific building plans for individual lots have not yet been identified. How a lot will be graded and how it could be laid out to support horse keeping cannot be known until building plans are selected and then reviewed by the City through the extensive building permit process. That is an entirely separate process that follows preliminary plat approval.)

Third, as I pointed out in my comments to the Council last night and in my April 1<sup>st</sup> letter, whether the City's code requirements for horse keeping can be met on any lots within Bridlestone Estates is irrelevant to determining whether the rezone criteria are satisfied because the Comprehensive Plan and Bridle Trails Neighborhood Plan (BTNP) do not require lots in this area along 116<sup>th</sup> to be of sufficient size for horse keeping (unlike other areas where this is specifically required by the BTNP, as I pointed out last night).

For these reasons, KLN respectfully renews its objection to the introduction of the Exhibit (at least pages 6-8 of the exhibit that includes Challengers' lot specific analysis) and asks that it be stricken from the Council's consideration of this matter.

Also, Ms. Lawrence interrupted my rebuttal testimony to object to my statements about the property owners' decisions to shut down their equestrian facilities previously operated on some of the parcels that are part of the Bridlestone Estates proposal. As I stated last night, the information in the record from those property owners supporting my testimony is found at Exhibits E (Declaration from Michael Crooks) and pages 16-17 of Exhibit C (March 4, 2016 email from Andrea Lorig, which I erroneously referred to in my April 1<sup>st</sup> letter as Exhibit L) from the Hearing Examiner proceeding (copies of which are attached).

Finally, I would like to make a point of clarification and additional objection for the record regarding last night's hearing. I understood from your correspondence prior to the hearing (your email dated April 12, 2016 to Ms. Lawrence and me) that the Council had decided to allow Applicant and the Challengers 10 minutes each to present argument to the Council and that Ms. Lawrence, one of the identified Challengers, was going to be speaking on behalf of the Challengers. However, the bulk of the Challengers' presentation last night was given by Andy Held. Mr. Held is not identified as one of the Challengers in the March 28, 2016 Challenge and was not identified last night as legal counsel representing the Challengers. (Mr. Held is a party of record from the Hearing Examiner proceeding but was not one of the named Challengers. The persons bringing the Challenge were Amy Supple, Jim Erckmann, Jennifer Duncan (individually and on behalf of the Lake Washington Saddle Club), Suzanne Kagen and Ms. Lawrence.) The Council stated at the outset of the meeting that the Bridlestone Estates matter was a closed record, quasi-judicial proceeding for which public testimony was not allowed. Given that Mr. Held is neither a Challenger nor legal counsel representing the Challengers, his testimony last night constituted public comment that should not have been allowed. KLN therefore objects to Mr. Held's testimony as it was public comment from a member of the public other than the identified Challengers and should have been prohibited.

Best regards,

B

**Brian L. Holtzclaw**  
General Counsel

**KLN Construction, Inc.**  
(425) 478-7453 (cell)  
(425) 778-4111 ext. 108 (office)  
[www.villagelifecommunities.com](http://www.villagelifecommunities.com)



**Desiree Goble**

---

**From:** Molly Lawrence <mol@vnf.com>  
**Sent:** Wednesday, May 04, 2016 8:48 PM  
**To:** Kevin Raymond  
**Cc:** Desiree Goble; 'brian@village-life.net'; Suzanne and Chris Kagen (kagen\_family@msn.com); jim.erckmann2@gmail.com; aksupple@hotmail.com; 'Jennifer Duncan'  
**Subject:** Bridlestone Estates Rezone and Subdivision Application, SUB 15-00572

Dear Mr. Raymond,

I am writing on behalf of the Challengers (myself, Suzanne Kagen, Jim Erchmann, Jennifer Duncan and Amy Supple) regarding the above-referenced rezone and subdivision application. During last night's City Council meeting, the Council agreed that each party could submit written comments within twenty four (24) hours regarding any objection made during the either party's presentation on the grounds that the information provided was outside the record. This email is intended as the Challengers' brief submittal.

First, we object to KLN's assertion during last night's Council meeting that the previous property owners had independently decided to close their commercial boarding facilities prior to being approached by KLN to purchase and redevelop their properties. Review of the Declaration of Michael Crooks (Exhibit E to the Hearing Examiner's Recommendation) and the comments from Andrea Lorig (Exhibit T to the Hearing Examiner's Recommendation) do not support KLN's assertion. Neither Mr. Crooks nor Ms. Lorig state that their decisions to close their commercial stable facilities were independent of KLN's offer to purchase their properties. To the contrary, Mr. Crooks states only that he shut down his facility *prior to closing the sale* of the property, which occurred on September 1, 2015. By comparison, KLN submitted the subject application on March 28, 2015, approximately six months earlier. Similarly, Ms. Lorig does not state that her decision to close her facility was independent of KLN's offer to purchase her property. Instead, her statement explains her decision to sell and personal opinion that "the cost of land and construction are such that they do not encourage equestrian use." Absent KLN's efforts to redevelop, some or all of the pre-existing commercial equestrian facilities may have remained. (Indeed, as I explained during my testimony before the Hearing Examiner, my horse and I were first required to vacate the Crooks' property at closing; until then, the Flicka Farms commercial boarding facility remained open and in operation.) We maintain that the statements of two prior property owners interested in selling their properties to KLN are not representative or reflective of the interests of the Kirkland community generally, or the Bridle Trails community more specifically.

Second, KLN objected to our providing the Council with a demonstrative exhibit including their preliminary plat plan, a summary of the relevant provisions from KZC 115.20(5), and a brief explanation of why each of the six lots that KLN asserts could be utilized for horse-keeping do not in fact meet the applicable code requirements. All of the information included on this exhibit was derived from the Applicant's subdivision layout plan together with the City Code. There is no new evidence included. This demonstrative exhibit shows plainly that none of the lots within the proposed subdivision, including the six lots larger than 20,000 sqft, have been designed in a manner that will permit horse keeping under the City's Zoning Code. As proposed, the development simply is not equestrian oriented as contemplated by the Bridle Trails Neighborhood Plan.

Thank you in advance for your consideration of these comments. Please feel free to contact me if you have any questions or comments regarding this email submittal.

Sincerely,  
Molly Lawrence  
On behalf of the Challengers

**Kevin Raymond**

---

**From:** Molly Lawrence <mol@vnf.com>  
**Sent:** Thursday, May 05, 2016 12:05 PM  
**To:** Kevin Raymond  
**Cc:** brian@village-life.net  
**Subject:** RE: Bridlestone Estates

Thank you Kevin. For purposes of the record, I believe it is important to note that the Challengers contest the Applicant's objections, particularly the new objection raised regarding Mr. Held. As Mr. Held explained, he was speaking on behalf of the Challengers. I am unaware of any restriction in the City's regulations limiting the Challenger's representative to a lawyer; we regularly use land use planners, rather than attorneys, as party representatives before local jurisdictions. Mr. Held's participation was comparable. He did not provide any new evidence not already in the record.

Obviously, we have responses to each of the applicants other objections as well, but will withhold (without waiver) those for the time being unless requested by the City.

Thank you.  
Molly Lawrence  
For the Challengers

---

**From:** Kevin Raymond [mailto:KRaymond@kirklandwa.gov]  
**Sent:** Thursday, May 05, 2016 9:03 AM  
**To:** Molly Lawrence  
**Cc:** brian@village-life.net  
**Subject:** Fwd: Bridlestone Estates

Brian, thank you for your email. Molly, this is for your information only. Brian gave me permission to forward this to you. The City Council does not require anything further from the parties at this time.

Thanks.

Kevin

Sent from my iPhone

Begin forwarded message:

**From:** Brian Holtzclaw <[brian@village-life.net](mailto:brian@village-life.net)>  
**Date:** May 4, 2016 at 4:35:49 PM PDT  
**To:** Kevin Raymond <[KRaymond@kirklandwa.gov](mailto:KRaymond@kirklandwa.gov)>  
**Subject:** **Bridlestone Estates**

Mr. Raymond (and Council members),

This email is to, among other things, follow up on KLN's objection to the purported "illustrative" exhibit introduced last night by the Challengers.

KLN's objection is threefold.

First, members of the public testified generally at the public hearing before the Examiner on March 9<sup>th</sup> that lots within Bridlestone Estates could not meet the City's code requirements for horse keeping. However, no specific analysis/information to support that contention was submitted into the public record during the open record hearing. KLN pointed out to the Examiner that 6 proposed lots were over 20,000 square feet on which the City's requirements for horse keeping could potentially be met. Based on the information presented into the record, the Examiner concluded that "[a]s the subdivision is presently configured, it may be possible for a few lots to support horse keeping." HE Recommendation, C.5. at page 3. The exhibit introduced last night appears to be new substantive analysis by Challengers to refute the Examiner's findings and conclusions. The time for submitting such evidence was during the open record hearing. This exhibit is substantive, not illustrative, and therefore should be precluded from the Council's closed record consideration of this matter.

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Third, as I pointed out in my comments to the Council last night and in my April 1<sup>st</sup> letter, whether the City's code requirements for horse keeping can be met on any lots within Bridlestone Estates is irrelevant to determining whether the rezone criteria are satisfied because the Comprehensive Plan and Bridle Trails Neighborhood Plan (BTNP) do not require lots in this area along 116<sup>th</sup> to be of sufficient size for horse keeping (unlike other areas where this is specifically required by the BTNP, as I pointed out last night).

For these reasons, KLN respectfully renews its objection to the introduction of the Exhibit (at least pages 6-8 of the exhibit that includes Challengers' lot specific analysis) and asks that it be stricken from the Council's consideration of this matter.

Also, Ms. Lawrence interrupted my rebuttal testimony to object to my statements about the property owners' decisions to shut down their equestrian facilities previously operated on some of the parcels that are part of the Bridlestone Estates proposal. As I stated last night, the information in the record from those property owners supporting my testimony is found at Exhibits E (Declaration from Michael Crooks) and pages 16-17 of Exhibit C (March 4, 2016 email from Andrea Lorig, which I erroneously referred to in my April 1<sup>st</sup> letter as Exhibit L) from the Hearing Examiner proceeding (copies of which are attached).

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allowed. Given that Mr. Held is neither a Challenger nor legal counsel representing the Challengers, his testimony last night constituted public comment that should not have been allowed. KLN therefore objects to Mr. Held's testimony as it was public comment from a member of the public other than the identified Challengers and should have been prohibited.

Best regards,

B

**Brian L. Holtzclaw**  
General Counsel

**KLN Construction, Inc.**  
(425) 478-7453 (cell)  
(425) 778-4111 ext. 108 (office)  
[www.villagelifecommunities.com](http://www.villagelifecommunities.com)

ORDINANCE O-4516

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO LAND USE AND APPROVAL OF A REZONE, PRELIMINARY SUBDIVISION, AND MULTIPLE SENSITIVE AREA DECISIONS AS APPLIED FOR BY KLN CONSTRUCTION, INC. IN DEPARTMENT OF PLANNING AND BUILDING FILE NOS. SUB15-00572, REZ15-00575, SAR15-00573, SAR15-00574, SAR15-00580 AND SETTING FORTH CONDITIONS OF APPROVAL.

1           WHEREAS, the Department of Planning and Building received  
2 an application, pursuant to Process IIB, for a Rezone ("REZ"),  
3 Preliminary Subdivision ("SUB"), and multiple Sensitive Area Decisions  
4 ("SAR") as filed by KLN Construction, Inc. ("Applicant") for a 35 lot  
5 development within a Single-Family Residential (RS/R SX) 35 zone  
6 known as Bridlestone Estates Rezone and Subdivision ("Development").  
7 The application is contained in Department of Planning and Building File  
8 Nos. SUB15-00572, REZ15-00575, SAR15-00573, SAR15-00574, and  
9 SAR15-00580 (collectively, "Application"); and

10  
11           WHEREAS, pursuant to the City of Kirkland's Concurrency  
12 Management System, Kirkland Municipal Code Title 25, a concurrency  
13 application was submitted to the City of Kirkland ("City"), reviewed by  
14 the responsible Public Works official, the concurrency test applied for  
15 and successfully passed, and a concurrency test notice issued; and

16  
17           WHEREAS, pursuant to the State Environmental Policy Act,  
18 chapter 43.21C RCW, and the Administrative Guidelines and local  
19 ordinance adopted to implement it, an environmental checklist was  
20 submitted to the City, reviewed by the responsible official of the City,  
21 and a determination of non-significance was issued; and

22  
23           WHEREAS, the environmental checklist and determination have  
24 been available and have accompanied the Application through the entire  
25 review process; and

26  
27           WHEREAS, the Application was submitted to the Kirkland  
28 Hearing Examiner who held a hearing on March 9, 2016; and

29  
30           WHEREAS, the Kirkland Hearing Examiner after her public  
31 hearing and consideration of the recommendations of the Department  
32 of Planning and Building adopted Findings, Conclusions and  
33 Recommendation dated March 16, 2016 ("Recommendation")  
34 recommending approval of the Application and issuance of a Process IIB  
35 Permit subject to the specific conditions set forth in the  
36 Recommendation; and

37  
38           WHEREAS, the City Council, in a regular meeting, considered  
39 the environmental documents received from the responsible official of  
40 the City, together with the Recommendation of the Hearing Examiner  
41 and the record developed in connection with the March 9, 2016 hearing;  
42 and

43 WHEREAS, the Section 130.45 of the Kirkland Zoning Ordinance  
44 requires approval of the application for a rezone to be made by  
45 ordinance,  
46

47 NOW, THEREFORE, the City Council of the City of Kirkland do  
48 ordain as follows:  
49

50 Section 1. The Findings, Conclusions, and Recommendation of the  
51 Kirkland Hearing Examiner dated March 16, 2016 and filed in Department of  
52 Planning and Building File Nos. REZ15-00575, SUB15-00572, SAR15-  
53 00573, SAR15-00574, and SAR15-00580, a copy of which is attached to  
54 this ordinance as Exhibit A and incorporated herein by this reference,  
55 are adopted by the Kirkland City Council.  
56

57 Section 2. The City Council approves the Application for a rezone  
58 preliminary subdivision, and multiple sensitive area decisions subject to  
59 the conditions set forth in the Findings, Conclusions, and  
60 Recommendation referenced in Section 1 of this ordinance.  
61

62 Section 3. The Process IIB Permit shall be issued to the Applicant  
63 subject to the conditions set forth in the Findings, Conclusions, and  
64 Recommendations adopted by the City Council in Section 1 of this  
65 ordinance.  
66

67 Section 4. The real property within the city of Kirkland and  
68 described in more detail in Exhibit B to this ordinance is rezoned from  
69 RS 35 and RSX 35 to RS 12.5. Exhibit B is incorporated herein by this  
70 reference.  
71

72 Section 5. The Director of the Planning and Building Department  
73 is directed to amend the official Kirkland Zoning Map, Ordinance No.  
74 2699, as amended, to conform with this ordinance, indicating thereon  
75 the date of ordinance adoption. Copies of this ordinance shall be filed  
76 with the Planning and Building Department and the office of the City  
77 Clerk.  
78

79 Section 6. Nothing in this ordinance shall be construed as excusing  
80 the Applicant from compliance with any federal, state or local statutes,  
81 ordinances or regulations applicable to this Application, other than  
82 expressly set forth in this ordinance.  
83

84 Section 7. Failure on the part of the Applicant as the holder of the  
85 Process IIB Permit issued hereby to meet and maintain strict compliance  
86 with the standards and conditions to which the Process IIB Permit is  
87 subject shall be grounds for revocation in accordance with Ordinance  
88 No. 3719, as amended, the Kirkland Zoning Ordinance.  
89

90 Section 8. This ordinance shall be in full force and effect five (5)  
91 days from and after its passage by the City Council and publication  
92 pursuant to Kirkland Municipal Code 1.08.017, in the summary form  
93 attached to the original of this ordinance and by this reference approved  
94 by the City Council as required by law.  
95

96 Section 9. A complete copy of this ordinance, including the  
97 Findings, Conclusions and Recommendation adopted by reference, shall

96 be certified by the City Clerk, who shall then forward a certified copy  
97 thereof to the King County Department of Assessments.

98  
99 Section 10. A certified copy of this ordinance, together with the  
100 Findings, Conclusions, and Recommendation adopted by reference,  
101 shall be attached to and become a part of the Process IIB Permit  
102 provided to the Applicant as permittee.

103  
104 Passed by majority vote of the Kirkland City Council in open  
105 meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

106  
107 Signed in authentication thereof this \_\_\_\_\_ day of  
108 \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

RECEIVED  
MAR 18 2016  
AM PM  
PLANNING DEPARTMENT  
BY \_\_\_\_\_

**CITY OF KIRKLAND  
HEARING EXAMINER FINDINGS,  
CONCLUSIONS AND RECOMMENDATION**

**APPLICANT:** Cher Anderson, KLN Construction, Inc.

**FILE NO:** SUB15-00572

**APPLICATION:**

1. Site Location: 4600 – 4646 116<sup>th</sup> Avenue NE
  
2. Requests: The applicant requests approval of a rezone and preliminary subdivision as follows:
  - a. Rezone the 17.59 acre subject property from RS/RSX 35 (single-family residential, minimum lot size of 35,000 square feet (s.f.)) to RS 12.5 (single-family residential, minimum lot size of 12,500 s.f.).
  - b. Subdivide the property into 35 lots for construction of single-family homes. Access to the lots will be provided via a new public access road off of 116th Avenue NE.
  - c. Fill and “paper fill” a portion of a wetland to provide vehicular access that meets City requirements. Proposed compensatory mitigation includes wetland creation, restoration, and enhancement.
  - d. Reduce the wetland buffer only where necessary to provide access to the remainder of the property. Mitigation is proposed through enhancement.
  - e. Install a stream culvert to create vehicular access and install utilities that comply with the City’s requirements.
  - f. Discharge stormwater using a piped outfall to the wetland buffer.
  - g. Install a bioswale along the south side of the new access road to treat stormwater runoff prior to water reaching stream/wetlands or their associated buffers.
  
3. Review Process: Process IIB, the Hearing Examiner conducts a public hearing and makes a recommendation to the City Council, which makes a final decision.
  
4. Key Issues:
  - Compliance with rezone criteria
  - Compliance with subdivision criteria
  - Compliance with various sensitive area criteria

Hearing Examiner Recommendation  
File: SUB15-00572  
Page 2 of 11

- Equestrian and pedestrian access to Bridle Trails State Park

### **SUMMARY OF RECOMMENDATIONS:**

Department	Approve with conditions
Hearing Examiner	Approve with conditions

### **PUBLIC HEARING:**

The Hearing Examiner held a public hearing on the applications on March 9, 2016, at 7:00 p.m. in the Peter Kirk Room, City Hall, 123 Fifth Avenue, Kirkland, Washington. A verbatim recording of the hearing is available at the City Clerk's office. The minutes of the hearing and the exhibits are available for public inspection in the Planning and Building Department. The Examiner visited the site in advance of the hearing.

### **TESTIMONY AND PUBLIC COMMENT:**

A list of those who testified at the public hearing, and a list of the exhibits offered at the hearing are included at the end of this Recommendation. The testimony is summarized in the hearing minutes.

For purposes of this recommendation, all section numbers refer to the Kirkland Zoning Code ("KZC") or Kirkland Municipal Code ("KMC") unless otherwise indicated.

### **FINDINGS, CONCLUSIONS AND RECOMMENDATION**

Having considered the evidence in the record and reviewed the site, the Hearing Examiner enters the following:

#### **Findings of Fact and Conclusions:**

##### **A. Site Description**

The reference to "Attachment 2, Sheet 2 of 14" on page 5 of the Staff Report (at II.A.1(4)) is corrected to read Attachment 2, Sheet 3 of 14. With that correction, the Facts and Conclusions on site development and zoning, and on neighboring development and zoning, set forth at Subsection II.A of the Staff Report are accurate and supported by the record, and therefore are adopted by reference as the Hearing Examiner's Findings and Conclusions.

##### Additional Facts:

1. The Sablewood development, located to the north of the subject property, is zoned RS 12.5 and has lot sizes ranging from 10,500 to 19,353 square feet.

2. Cor Sun Ranch Estates to the south is zoned RSX 35 and has lots sizes ranging from 28,002 to 47,502 square feet.
3. Only one of the 40 lots to the south of the subject property and within the Kirkland city limits has a paddock area.

## B. History

The Facts and Conclusion on the subject property's tax history, set forth in Subsection II.B of the Staff Report are accurate and supported by the record, and therefore are adopted by reference as the Hearing Examiner's Findings and Conclusion.

## C. Public Comment

The Facts and Conclusion on public comment set forth at Subsection II.C of the Staff Report are accurate and supported by the record, and therefore are adopted by reference as the Hearing Examiner's Findings and Conclusions.

### Additional Facts:

1. Public comments at the hearing reiterated some of the concerns expressed in the comment letters included in the record as Attachment 5 to the Staff Report, particularly those expressing opposition to the requested rezone as failing to comply with the applicable Neighborhood Plan and threatening the area's equestrian lifestyle.
2. Some members of the public emphasized that the market for "horse properties" remains strong but that such properties are in short supply in the area. They pointed out that the lots in the Cor-Sun development to the south of the subject property allow keeping of horses only with special approval of an architectural control committee. *See* Exhibit I at 3. They also stated that the Zoning Code would prohibit the keeping of horses on most of the lots in the development for the subject property.
3. The lots in the proposed subdivision range in size from 12,506 to 24,752 square feet. Six of the lots exceed 20,000 square feet.
4. KZC 115.20.5.b(3) provides that in zones other than "RS 35 and RSX 35 within the Bridle Trails neighborhood north and northeast of Bridle Trails State Park," the City may approve the keeping of up to two horses on lots less than 35,000 square feet using Process I in Chapter 145 KZC and specific setback regulations.
5. Conclusion: As the subdivision is presently configured, it may be possible for a few of the lots to support horse keeping. *See* Attachment 2 to the Staff Report, Sheet 11 of 14.

#### D. State Environmental Policy Act and Concurrency

The Facts and Conclusion on this application set forth at Subsection II.D of the Staff Report are accurate and supported by the record, and therefore are adopted by reference as the Hearing Examiner's Findings and Conclusions.

#### E. Approval Criteria

##### 1. REZONE

###### a. Facts:

- (1) Zoning Code section 130.40 states that a quasi-judicial rezone may be approved only if:
  - Conditions have substantially changed since the property was given its present zoning or the proposed rezone implements the policies of the comprehensive plan; and
  - The proposed rezone is compatible with the existing land uses in the immediate vicinity of the subject property; and
  - The proposed rezone bears a substantial relationship to the public health, safety, or welfare; and
  - The proposed rezone is in the best interest of the community of Kirkland; and
  - If the rezone is to place or remove an overlay zoning designation on the Zoning Map, the proposal meets the applicable designation criteria of chapters 70 through 80 of the Zoning Code.
- (2) Figure BT-1 on page XV.C-2 of the Neighborhood Plan designates the subject property for low density residential development, 1-3 dwelling units per acre. *See* Attachment 9 to the Staff Report. Table LU-3 in the Land Use Section of the Comprehensive Plan lists RS 35,000 as the comparable zoning classification for low density residential development "Up to 1 d/a," and RS 12,500 as the comparable zoning classification for low density residential development "Up to 3 d/a". The applicant seeks RS 12,500 zoning and proposes a development density of 2 dwelling units per acre.
- (3) Historical information regarding annexation, land use designation, and zoning on the subject and adjoining properties includes the following:
  - (a) On February 21, 1989, Ordinance 3158 was signed agreeing to the property owners' petition for annexation. The annexation included the entire subject property, Cor-Sun Ranch Estates, and the properties located on the east side of Cor-Sun Ranch Estates and west of Bridle Trails State Park. At the time of annexation the entire area was zoned RS 35.
  - (b) Sablewood, the adjoining subdivision to the north of the subject property, was originally part of the City of Houghton and zoned for approximately 12 dwelling units per acre. After the cities of Houghton and Kirkland consolidated,

the property was downzoned, but the downzone was overturned in court. A subsequent development proposal was denied pursuant to SEPA, and an appeal followed. Ultimately, a negotiated agreement led to the property being rezoned to RS 12.5 in 1985, and the Sablewood subdivision was approved in 1987.

- (c) Cor-Sun Ranch Estates, to the south of the subject property, was already developed when it was annexed into the City of Kirkland in 1989. Based on size alone, most of the lots in Cor-Sun are large enough to keep a horse without any special Zoning Code review or process although, as noted, covenants require a special approval by an architectural review committee. No horses or paddock areas are visible on the aerial maps for Sablewood or Cor-Sun Ranch Estates. *See* Attachment 8 to the Staff Report.
- (d) One residential parcel between Cor-Sun Ranch Estates and Bridle Trails State Park shows evidence of a paddock area and active horse use. In 2008 a stable and paddock area was located on the most southeasterly property between Cor-Sun Ranch Estates and Bridle Trail State Park. It has been demolished and the site is currently unimproved.

(4) Comprehensive Plan policies relevant to the rezone include the following:

- (a) Land Use Policy LU-2.2: Use land efficiently, facilitate infill development or redevelopment, and where appropriate, preserve options for future development.

This land use policy supports a rezone to a maximum of three units per acre as designated on Comprehensive Plan Figure BT-1, the Bridle Trails Land Use Map. *See* Attachment 9 to the Staff Report.

- (b) Land Use Policy LU-2.3: Ensure an adequate supply of housing units ... to meet the required growth targets through efficient use of land.

If developed to the maximum allowed development potential under the Comprehensive Plan of 3 units per acre, the property could provide 15 dwelling units more than the number that could be provided under the existing zoning designation of 1 unit per acre. *See* Section II.F.1 of the Staff Report. (As noted, the development proposal is for two dwelling units per acre.)

- (c) Land Use Policy LU 4.3: Continue to allow for new residential growth throughout the community, consistent with the basic pattern of land use in the City.
- (d) Natural Environment Policy NE-1.8: Strive to minimize human impact on habitat areas.

As discussed in Sections II.E.3 through II.E.8 of the Staff Report, if the rezone is approved, multiple existing encroachments into the critical areas and their associated buffers would be removed, and the proposed project would conform to critical areas regulations. The northern access, which bisects Wetland B, would be reestablished as wetland, and the southern access, which is between Wetlands B and C, would become wetland buffer. Additional wetland and buffer mitigation would compensate for new encroachments proposed with the development.

- (e) The introduction to the Comprehensive Plan addresses the relationship between the Citywide Elements of the Plan and the Neighborhood Plans:

The Neighborhood Plans allow a more detailed examination of issues affecting smaller geographic areas within the City and clarify how broader City goals and policies in the Citywide Elements apply to each neighborhood. It is intended that each neighborhood plan be consistent with the Citywide Elements. However, because many of the neighborhood plans were adopted prior to the 1995 Plan update, portions of some of the neighborhood plans may contain inconsistencies. Where this is the case, the conflicting portions of the Citywide Elements will prevail.

- (f) Under the vision statement for the Bridle Trails Neighborhood Plan, it is explained that the “primary policy direction for this neighborhood is to *maintain the low-density residential character with some areas containing large lots capable of keeping horses.*” Emphasis added.
- (g) The Neighborhood Plan addresses specific geographic areas, including:
- (1) an area east of I-405 with “relatively new” residential developments, where new residential development “*should be low density (up to five dwelling units per acre);*”
  - (2) the single-family area north of the State Park and south of NE 70<sup>th</sup> Street, which “contains some large lots capable of keeping horses,” and in which “[r]esidential sites ... should be designed to allow sufficient space to provide ... for horses, and to appropriately buffer development bordering equestrian areas;”
  - (3) the Bridlewood Circle, Silver Spurs Ranch, and Bridle View areas, which “should remain *at a very low density (one dwelling unit per acre)* with private stable facilities permitted;” and
  - (4) the area “southwest of Bridle Trails State Park and adjacent to 116<sup>th</sup> Avenue NE,” which includes the subject property and is described as an area that, at the time the Neighborhood Plan was adopted, “*contains low-density*

*residential development (one to three dwelling units per acre) and large stable facilities. Existing equestrian access to Bridle Trails State Park from this area should be preserved.”*

Emphasis added.

- (h) The Neighborhood Plan then addresses “[p]roblems with utilities and traffic in the area southwest of the State Park and adjacent to 116<sup>th</sup> Avenue NE. It states that the extension of water and sewer services should always be a condition of development in the area, and that “higher-density residential uses” would increase traffic volumes, noise and hazards and should not be permitted. “Based upon the above considerations, development in this area should be limited to *low-density equestrian-oriented residential (one to three dwelling units per acre)*. In addition, the existing stable facilities should be encouraged to remain ....”

Emphasis added.

- (5) As noted above, the area to the north of the subject property was developed at a density of 3 dwelling units per acre (RS 12.5 zoning), and the area to the south of the subject property was developed at a density of 1 dwelling unit per acre (RSX 35 zoning). The proposal would be developed at a density of two dwelling units per acre.
- (6) The proposal would preserve the subject property’s existing equestrian/pedestrian access to Bridle Trails State Park.
- b. Conclusions: The proposed rezone is consistent with the criteria set forth in KZC 130.40:
- (1) The proposed rezone would implement the Comprehensive Plan’s Land Use policies supporting infill housing and ensuring an adequate housing supply. It would also protect the wetlands and streams and their associated buffer to the maximum extent possible, including removing existing non-conforming wetland encroachments and bringing non-conforming wetland buffers into conformance with existing regulations, thereby implementing policies in the Plan’s Natural Environment element.
- (2) The rezone would also implement the Bridle Trails Neighborhood Plan. It is clear from the explanatory statement under the vision statement that maintenance of the low-density residential character in the area is key, and that “some areas” should continue to maintain large lots for horses. The Neighborhood Plan expressly directs that in the single family area north of the State Park and south of NE 70<sup>th</sup> Street, residential sites within areas that are equestrian-oriented should be designed to allow for keeping horses. It also expressly directs that Bridlewood Circle, Silver Spurs Ranch and Bridle View should remain at “very low” residential density, which is stated to be one dwelling unit per acre. But for the area in question, southwest of the State Park along 116<sup>th</sup> Avenue NE, both “low density development and equestrian facilities should be

permitted.” “Low density” is repeatedly explained as being from one to three dwelling units per acre.

The Neighborhood Plan’s discussion of “very low density” as one dwelling unit per acre and “low density” as one to three dwelling units per acre is consistent with the comparable zoning classifications for those densities listed in Table LU-3 of the Comprehensive Plan. Thus, the Neighborhood Plan does not conflict with the Comprehensive Plan.

- (3) The rezone would be compatible with existing land uses in the immediate vicinity of the subject property. Properties to the north and south are developed with low-density residential development and, with one exception, the lots are not used for keeping horses.
- (4) The rezone bears a substantial relationship to public health, safety, or welfare because the proposal will create infill residential development while meeting the goals and policies of the Comprehensive Plan, including the applicable Neighborhood Plan.
- (5) The proposed rezone would be in the best interest of the community of Kirkland because it would increase the housing stock, thereby assisting the City in meeting its housing targets while protecting the stream and wetlands to the maximum extent possible.
- (6) The rezone will not place or remove an overlay zoning designation on the Zoning Map.

2. PRELIMINARY PLAT
3. CRITICAL AREAS

The Facts and Conclusions concerning the proposal’s consistency with the approval criteria for a preliminary subdivision and with critical area requirements are set forth in Subsections II.E.2 through II.E.3 through II.E.8 of the Staff Report and are adopted by reference as the Hearing Examiner’s Findings and Conclusions.

## **F. Development Regulations**

The Facts and Conclusions on the proposal’s consistency with applicable development regulations are set forth at Subsection II.F of the Staff Report are accurate and supported by the record, and therefore are adopted by reference as the Hearing Examiner’s Findings and Conclusions.

## **G. Comprehensive Plan**

The proposal’s consistency with the Comprehensive Plan is addressed above in Section E.

## H. Development Standards

The Fact and Conclusion on this matter set forth at Subsection II.H of Exhibit A are accurate and supported by the record, and therefore are adopted by reference as the Hearing Examiner's Findings and Conclusions.

## I. Process IIB Decisional Criteria

As noted above, the application for the rezone, preliminary subdivision and sensitive area approvals is consistent with all applicable development regulations and, to the extent there is no applicable development regulation, with the Comprehensive Plan, and it is also consistent with the public health, safety and welfare. It therefore meets the requirement of KZC 152.70.3.

### Recommendation:

Based upon the foregoing findings of fact and conclusions, the Hearing Examiner recommends that the City Council approve the entire application subject to the conditions set forth in Section I.B of the Staff Report.

Entered this 16<sup>th</sup> day of March, 2016.

  
 Sue A. Tanner  
 Hearing Examiner

### EXHIBITS:

The following exhibits were entered into the record:

- |           |   |
|-----------|---|
| Exhibit A | Department's Advisory Report with Attachments 1 through 17  |
| Exhibit B | Department's PowerPoint presentation  |
| Exhibit C | Packet of public comments sent to the Department after release of Department recommendation   |
| Exhibit D | Illustrative Site Plan, Site Enlargements & Photos, Engineering Plans & Sections, Vicinity Map and Site Vicinity Enlargement (total 5 sheets) |
| Exhibit E | Declaration of Michael Crooks, former owner of subject property   |
| Exhibit F | Traffic data for 116 <sup>th</sup> Ave.NE/NE 60 <sup>th</sup> St. before and after start of I-405 tolling                                     |
| Exhibit G | Illustration of "paper fill" of wetland   |
| Exhibit H | Comments of Jennifer Duncan   |
| Exhibit I | Protective Covenants – Plat of Con-Sun Ranch Estates  |
| Exhibit J | Illustration re balancing development with community character  |
| Exhibit K | Enlarged aerial photos of Con-Sun Ranch Subdivision   |
| Exhibit L | Comments of Ann Shilling  |
| Exhibit M | Comments of Molly Lawrence  |
| Exhibit N | Comments of Jim Erckmann  |

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Exhibit O      Comments of Mary Decher  
Exhibit P      Comments of Deborah Giddings  
Exhibit Q      Comments of Jessica Reaves  
Exhibit R      Comments of Jana Hobbs  
Exhibit S      Comments of Klara Lukacs  
Exhibit T      Comments of Andrea Lorig, former owner of subject property

**PARTIES OF RECORD:**

Cher Anderson, KLN Construction, Inc., applicant  
Brian Holtzclaw, attorney-at-law, on behalf of applicant  
Jim Erckmann  
Jennifer Duncan  
Suzanne Kagen  
Amy Supple  
Molly Lawrence  
Mary Decher  
Rob Hemingson  
Carolyn Adams  
Jana Hobbs  
Gavin Wissler  
Andy Held  
Ann Shilling  
Lynn Erckmann  
Kay Brossard  
Mehri Kaufman  
Alice Prince  
Suki Steiner  
Amy Itkin  
Paula Munson  
Parties of Record prior to hearing  
Planning and Building Department  
Department of Public Works

**SUBSEQUENT MODIFICATIONS**

Modifications to the approval may be requested and reviewed pursuant to the applicable modification procedures and criteria in effect at the time of the requested modification.

**CHALLENGES AND JUDICIAL REVIEW**

The following is a summary of the deadlines and procedures for challenges and appeals. Any person wishing to file or respond to a challenge or appeal should contact the Planning Department for further procedural information.

**CHALLENGE**

Section 152.85 of the Zoning Code allows the Hearing Examiner's recommendation to be challenged by the applicant or any person who submitted written or oral comments or

testimony to the Hearing Examiner. A party who signed a petition may not challenge unless such party also submitted independent written comments or information. The challenge must be in writing and must be delivered, along with any fees set by ordinance, to the Planning Department by 5:00 p.m., March 28, 2016, seven (7) calendar days following distribution of the Hearing Examiner's written recommendation on the application. Within this same time period, the person making the challenge must also mail or personally deliver to the applicant and all other people who submitted comments or testimony to the Hearing Examiner, a copy of the challenge together with notice of the deadline and procedures for responding to the challenge.

Any response to the challenge must be delivered to the Planning Department within seven (7) calendar days after the challenge letter was filed with the Planning Department. Within the same time period, the person making the response must deliver a copy of the response to the applicant and all other people who submitted comments or testimony to the Hearing Examiner.

Proof of such mail or personal delivery must be made by affidavit, available from the Planning Department. The affidavit must be attached to the challenge and response letters, and delivered to the Planning Department. The challenge will be considered by the City Council at the time it acts upon the recommendation of the Hearing Examiner.

### **JUDICIAL REVIEW**

Section 152.110 of the Zoning Code allows the action of the City in granting or denying this zoning permit to be reviewed in King County Superior Court. The petition for review must be filed within twenty-one (21) calendar days of the issuance of the final land use decision by the City.

### **LAPSE OF APPROVAL**

Under KMC 22.16.010, "Final plat – Submittal – Time limits," if the final plat is not submitted to the City Council within the time limits set forth in RCW 58.17.140, it shall be void.

**Link to Exhibit A:**

[http://www.kirklandwa.gov/depart/planning/Boards\\_and\\_Commissions/Hearing\\_Examiner\\_Meeting\\_Information.htm](http://www.kirklandwa.gov/depart/planning/Boards_and_Commissions/Hearing_Examiner_Meeting_Information.htm)

March 9, 2016 Meeting Packet (This can be viewed by clicking on the links to the four parts of the staff recommendation for the March 9, 2016 meeting.)

**Link to Exhibit B through D:**

[http://www.kirklandwa.gov/Assets/Planning/Planning+PDFs/Hearing+Examiner/KHE+Recommendation+Exhibits+Combined+-+Bridlestone+Estates+SUB15-00572\\_Part1.pdf](http://www.kirklandwa.gov/Assets/Planning/Planning+PDFs/Hearing+Examiner/KHE+Recommendation+Exhibits+Combined+-+Bridlestone+Estates+SUB15-00572_Part1.pdf)

March 9, 2016 Exhibits Received at the Hearing Examiner Meeting

**Link to Exhibit E through I:**

[http://www.kirklandwa.gov/Assets/Planning/Planning+PDFs/Hearing+Examiner/KHE+Recommendation+Exhibits+Combined+-+Bridlestone+Estates+SUB15-00572\\_Part2.pdf](http://www.kirklandwa.gov/Assets/Planning/Planning+PDFs/Hearing+Examiner/KHE+Recommendation+Exhibits+Combined+-+Bridlestone+Estates+SUB15-00572_Part2.pdf)

March 9, 2016 Exhibits Received at the Hearing Examiner Meeting

**Link to Exhibit J through L:**

[http://www.kirklandwa.gov/Assets/Planning/Planning+PDFs/Hearing+Examiner/KHE+Recommendation+Exhibits+Combined+-+Bridlestone+Estates+SUB15-00572\\_Part3.pdf](http://www.kirklandwa.gov/Assets/Planning/Planning+PDFs/Hearing+Examiner/KHE+Recommendation+Exhibits+Combined+-+Bridlestone+Estates+SUB15-00572_Part3.pdf)

March 9, 2016 Exhibits Received at the Hearing Examiner Meeting

**Link to Exhibit M through T:**

[http://www.kirklandwa.gov/Assets/KHE+Recommendation+Exhibits+Combined+-+Bridlestone+Estates+SUB15-00572\\_Part4.pdf](http://www.kirklandwa.gov/Assets/KHE+Recommendation+Exhibits+Combined+-+Bridlestone+Estates+SUB15-00572_Part4.pdf)

March 9, 2016 Exhibits Received at the Hearing Examiner Meeting

**PARCEL # 162505-9017:**

THE EAST 397.36 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS PER DRIVEWAY EASEMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 6367183;

ALSO TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES AS STATUTORY WARRANTY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 8708201403;

SITUATE IN THE CITY OF KIRKLAND, COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL # 162505-9021:**

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.;

EXCEPT THE EAST 214 FEET THEREOF;

EXCEPT THE NORTH 15 FEET THEREOF;

AND EXCEPT THE WEST 30 FEET THEREOF FOR 116TH AVE NE AS ESTABLISHED BY ORDER OF ESTABLISHMENT RECORDED IN COUNTY COMMISSIONER'S RECORDS BOOK 33, PAGE 175;

SITUATE IN THE CITY OF KIRKLAND, COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL # 162505-9022:**

THAT PORTION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION NORTH 88° 18' 48" WEST 1,055.61 FEET FROM THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 88° 18' 48" EAST 658.25 FEET;

THENCE SOUTH 01° 02' 42" WEST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 327.52 FEET TO THE SOUTH LINE THEREOF;

THENCE NORTH 88° 21' 20" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 655.90 FEET;

THENCE NORTH TO THE POINT OF BEGINNING;

**PARCEL # 162505-9031:**

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, EXCEPT THE WEST 30 FEET FOR 116TH AVENUE NORTHEAST AS ESTABLISHED IN VOLUME 33 OF COMMISSIONERS RECORDS ON PAGE 175;

SITUATE IN THE CITY OF KIRKLAND, COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL # 162505-9034:**

THE EAST 214 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THE NORTH 15 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 214 FEET THEREOF; AND

EXCEPT THAT PORTION THEREOF LYING WITHIN 116TH AVENUE NORTHEAST.

PUBLICATION SUMMARY  
OF ORDINANCE O-4516

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO LAND USE AND APPROVAL OF A REZONE, PRELIMINARY SUBDIVISION, AND MULTIPLE SENSITIVE AREA DECISIONS AS APPLIED FOR BY KLN CONSTRUCTION, INC. IN DEPARTMENT OF PLANNING AND BUILDING FILE NOS. SUB15-00572, REZ15-00575, SAR15-00573, SAR15-00574, SAR15-00580 AND SETTING FORTH CONDITIONS OF APPROVAL.

SECTION 1. Adopts the Findings, Conclusions and Recommendations of the Kirkland Hearing Examiner.

SECTION 2. Approves the application for a rezone preliminary subdivision and multiple sensitive area decisions subject to certain conditions.

SECTION 3. Provides that after completion of final review of the rezone, preliminary subdivision and sensitive area decisions, the Process IIB Permit shall be issued and subject to the adopted Recommendations in Section 1 of the Ordinance.

SECTION 4. Rezones the property described from RS 35 and RSX 35 to RS 12.5.

SECTION 5. Directs the Director of the Planning and Building Department to amend the Kirkland Zoning Map and file a copy with the Planning and Building Department and the City Clerk.

SECTION 6. Provides that the applicant is not excused from compliance with any federal, state or local statutes, ordinances or regulations applicable to the project, other than as expressly set forth in the Ordinance.

SECTION 7. Provides grounds for revocation of the Process IIB Permit.

SECTION 8. Authorizes publication of the Ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as five days after publication of summary.

SECTION 9. Establishes requirement for certification of the Ordinance by City Clerk and notification of King County Department of Assessments.

SECTION 10. Provides that the certified Ordinance and adopted Findings, Conclusions and Recommendations are part of the Process IIB Permit and shall be delivered to the applicant.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland.

The Ordinance was passed by the Kirkland City Council at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

I certify that the foregoing is a summary of Ordinance \_\_\_\_\_ approved by the Kirkland City Council for summary publication.

\_\_\_\_\_  
City Clerk

**CITY OF KIRKLAND**

City Manager's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3000

www.kirklandwa.us

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Tracey Dunlap, Deputy City Manager  
Chris Dodd, Facilities Services Manager

**Date:** May 25, 2016

**Subject:** CITY HALL RENOVATION PROJECT – UPDATE AND DISCUSSION

**RECOMMENDATION:**

City Council receives an update on the City Hall renovation project and considers options for use of a portion of the contingency and/or future enhancement funds.

**PROJECT UPDATE**

The first meeting of the City Council in the renovated Council Chamber took place on May 17 and was a successful soft launch of the new space. While work continues in that space, staff anticipates that the Chamber will be available for future Council meetings. Step 2 of the project is nearing completion with the relocation of the Building Department and the Fire Administrative functions to their renovated space in the northeast corner of the upper floor. A few punch-list items remain, however, staff is settling into their new location.

The main entry, lobby and customer service counters will be opened to the public on Monday, June 13<sup>th</sup> with a few items left to be completed. The large sliding doors to the Council Chamber and vestibule glazing are a couple of items that will be completed after June 13<sup>th</sup>.

The project has moved into Step 3, the renovation of the northwest corner of the upper floor. Seismic upgrades, updated staff restrooms, refreshing the Houghton Room, constructing a new Intermediate Distribution Frame (IDF) and creating additional office space are a few highlights for this step.

**BUDGET**

As of the date of this memo, \$372,027 of the \$1.59 million dollar project contingency including sales tax, has been spent, mostly due to unknown conditions (many associated with inaccurate as-built drawings from the 1994 renovation) and owner initiated changes, the largest of which is installing a new security system, as shown in the table below.

At this stage of the project and nature of this type of construction, it would be prudent and within industry standards to reduce the overall contingency from \$1.59 million dollars to \$1.29 million dollars which is approximately 17% of the awarded general contract amount of

\$7,372,687. After this reduction and taking into account uses to date, \$920,703 would remain in the contingency, which is 12.4% of the general contract amount, as shown in the table below.

The contingency reduction would result in \$300,000 in funding potentially available for additional changes, as discussed below. In addition \$807,299 for future enhancements is included in the budget. \$35,000 of this has been used for an additional door at the back of the Council Chamber. The remaining balance for future enhancements is \$772,299.

<b>Project Estimate</b>	<b>Amount</b>
Phase 2 Construction Cost (incl. Add Alts)	\$ 7,372,687
<i>Change Orders 1-3 (incl. Security System)</i>	\$ 372,027
<i>Chamber Back Door from Set-aside</i>	\$ 35,000
Phase 1 Re-roofing Construction/Prof. Svc.	\$ 421,000
Architect Feasibility Contracts	\$ 230,000
Architect Design Contract	\$ 759,000
Architect Seismic Design/Engineering	\$ 77,539
Add'l Design/Engineering Services	\$ 49,770
Project Management Consultant	\$ 175,000
Permit Fees (estimate)	\$ 150,000
One Percent for the Arts (incl. sales tax)	\$ 114,975
Remaining Contingency (incl. sales tax)	\$ 920,703
<i>Contingency available for add'l changes</i>	\$ 300,000
<i>Remaining Set-aside for Future Enhancements</i>	\$ 772,299
<b>Total Estimate</b>	<b>\$ 11,750,000</b>

These two elements combine for up to \$1 million in funds available that could fund potential additional changes to City Hall, be placed in reserves, or be put toward other facilities projects.

### **POTENTIAL ADDITIONAL CHANGES**

The project Steering Team has been compiling a potential list of additional owner-initiated changes suggested by the City Council and staff of what these funds might be used for. The following is a list of ideas that have been submitted:

- Upgrading the men's and women's locker rooms. The general contract only has the staff locker rooms getting some new flooring and paint. To replace the tile in the restrooms and showers and change out the partitions and counter tops to match the new renovated public restrooms would cost \$98,000. Since the locker rooms support employee fitness efforts, this could be funded with funds set aside in the Medical Self-Insurance Fund in prior years for wellness activities. These funds were generated by part of the self-insurance premium in past years, although no further contributions will be made due to the restructuring of the program in 2015. The wellness account currently has a balance of \$160,000, which would be available to fund this upgrade, *without using any of the project contingency or future enhancement funds.*

- Additional solar panels. To double the project funded system would cost approximately \$160,000. At the moment, the designed system is to handle up to 75KW. At this time, anything above 75KW would be considered a generating station, resulting in lower incentives and credits, and additional regulation and administration. Staff and the architect are unaware of any changes in this limitation since the original installation was designed.
- Building solar monitoring system. Adding a display that depicts the building solar system use. This would be adding a monitor, computer and software. This would cost approximately \$11,000 plus yearly maintenance.
- Additional vehicle charging stations. Fleet Manager Tim Llewellyn estimates that installing quick charging stations (15 minutes) would cost approximately \$60,000 each and/or installing additional standard charging stations (2 hours) would cost approximately \$13,000 each. The quick charging stations do create the potential to serve significantly more cars per hour during the day, depending upon the efficiency of use at each station.
- Enhanced landscaping. Currently, there are no plans for replacing, adding or refreshing the City Hall landscaping. The cost for refreshing the landscaping is approximately \$75,000. Complete replacement would cost approximately \$250,000.
- New conference room furnishings. When the City Hall Renovation is completed, there will be a total of 12 conference rooms with 6 of them being new. Currently, it is anticipated that existing furniture would be placed in these rooms (except for the Peter Kirk Room, which will have new furnishings similar to those in the Council Chamber). New furnishings would cost approximately \$10,000 each for small conference rooms and \$15,000 each for larger conference rooms. To outfit them all would cost approximately \$120,000. This is based off using the same furnishings purchased for the renovated Council Chamber and new Peter Kirk Room.
- Window coverings. No new window coverings are anticipated to be installed in the renovation although broken or ineffective coverings are replaced periodically. The currently window coverings are 23 years old and in some cases show their age. To replace the window coverings would cost approximately \$23,000.

Staff is seeking Council direction on whether some or all of these additions should be pursued, and whether there are additional investments that the Council might wish to consider. A decision about the potential locker room upgrades is the most time sensitive from a schedule and budget standpoint. If a decision is made to proceed with this change, it can be incorporated into the current schedule of work downstairs while the contractor is fully mobilized.

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Joe Sanford, Fire Chief  
Mark Jung, Fire Marshal

**Date:** May 19, 2016

**Subject:** RESIDENTIAL FIRE SPRINKLER SYSTEMS

**RECOMMENDATION:**

City Council receives an update on residential fire sprinklers systems (RFSS) and gives direction on additional action if desired.

**BACKGROUND:**

The Public Safety Committee has recently received presentations from the Fire Marshal regarding residential fire sprinkler systems. These presentations have reviewed the history of fire sprinkler regulations in Kirkland, addressed recent changes that have simplified RFSS, included conversations with a representative from the Master Builders Association, and included a brief discussion of insurance premium savings that could offset the cost of a RFSS over time. The Public Safety Committee has requested a presentation to the full council.

Home fires kill more than 2,500 people each year in the United States and cause more than 13,000 civilian injuries<sup>1</sup>. These fires take their toll disproportionately on vulnerable populations<sup>2</sup>. Children, older adults, people living with disabilities, and anyone not able to swiftly respond to the threat of a fire can be quickly overcome by deadly smoke and heat. When alerted by a smoke alarm, occupants must react quickly to make sure everyone gets out safely. Unfortunately, smoke alarms do not always alert occupants and allow adequate time to escape<sup>3</sup>. Smoke alarms require relatively frequent maintenance and they are easily disabled (and not replaced) in response to nuisance alarms<sup>4</sup>. In contrast, fire sprinklers can contain and often fully extinguish a fire prior to arrival of the fire department. This gives occupants extra time to get out safely, and reduces fire loss by nearly 70%<sup>5</sup>. Home fire sprinklers are virtually maintenance free, impossible to disable without shutting off the water to the entire home, and only activate in response to the extreme heat of a fire. The combination of working smoke detectors and fire sprinklers in homes provides the highest degree of protection for families, their guests, and for firefighters should there be an emergency response.

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1 Characteristics of Home Fire Victims (NFPA 2014)

2 Characteristics of Home Fire Victims (NFPA 2014)

3 Seventy percent of people killed in home fires were sleeping or trying to escape. Source: Characteristics of Home Fire Victims (NFPA 2014)

4 Smoke Alarms in U.S. Home Fires (NFPA 2015)

5 US Experience with Fire Sprinklers (NFPA 2013)

In June of 1988 the Kirkland City Council first moved to require installation of fire sprinklers. Chapter 21.33 of the Kirkland Municipal Code was established by ordinance; it required all new buildings greater than 12,000 square feet (SF) to have a fire sprinkler system. The move was made in response to a growing body of evidence that demonstrated sprinkler systems would save lives and reduce property loss. Furthermore, by creating the 12,000 SF threshold, an important community-risk-management boundary was established. Going forward, fire sprinklers would aid firefighters in controlling and extinguishing fires in large structures in Kirkland.

Through the intervening years, requirements in the Municipal Code were adjusted to include a greater number of structures and steps were taken to eliminate barriers to installation of residential fire sprinkler systems (Figure 1.)



Figure 1.

Current Requirements for Single Family Residential Fire Sprinkler Systems in Kirkland:

- New construction of 5,000 square feet or larger (includes one and two-family houses)
- Limited access including steep slopes and narrow driveways greater than 150 feet
- Fire flow less than 1,000 gallons per minute or hydrant greater than 350 feet away
- Additions to existing structures where the resulting total area is 5,000 square feet or larger

Today, because many homes are being built larger, and because installing RFSS is often less expensive than making water-system or road improvements, a significant number (30%) of single-family residences are being constructed with residential fire sprinkler systems (Table 1.).

Table 1.

<b>Single Family Residential Permits Issued in 2015</b>		
RFSS Not Required		224 (70%)
RFSS Required		97 (30%)
RFSS Required for Size (5,000 SF)	51	
RFSS Required for access	30	
RFSS Required for Required Fire Flow	16	
Total		321

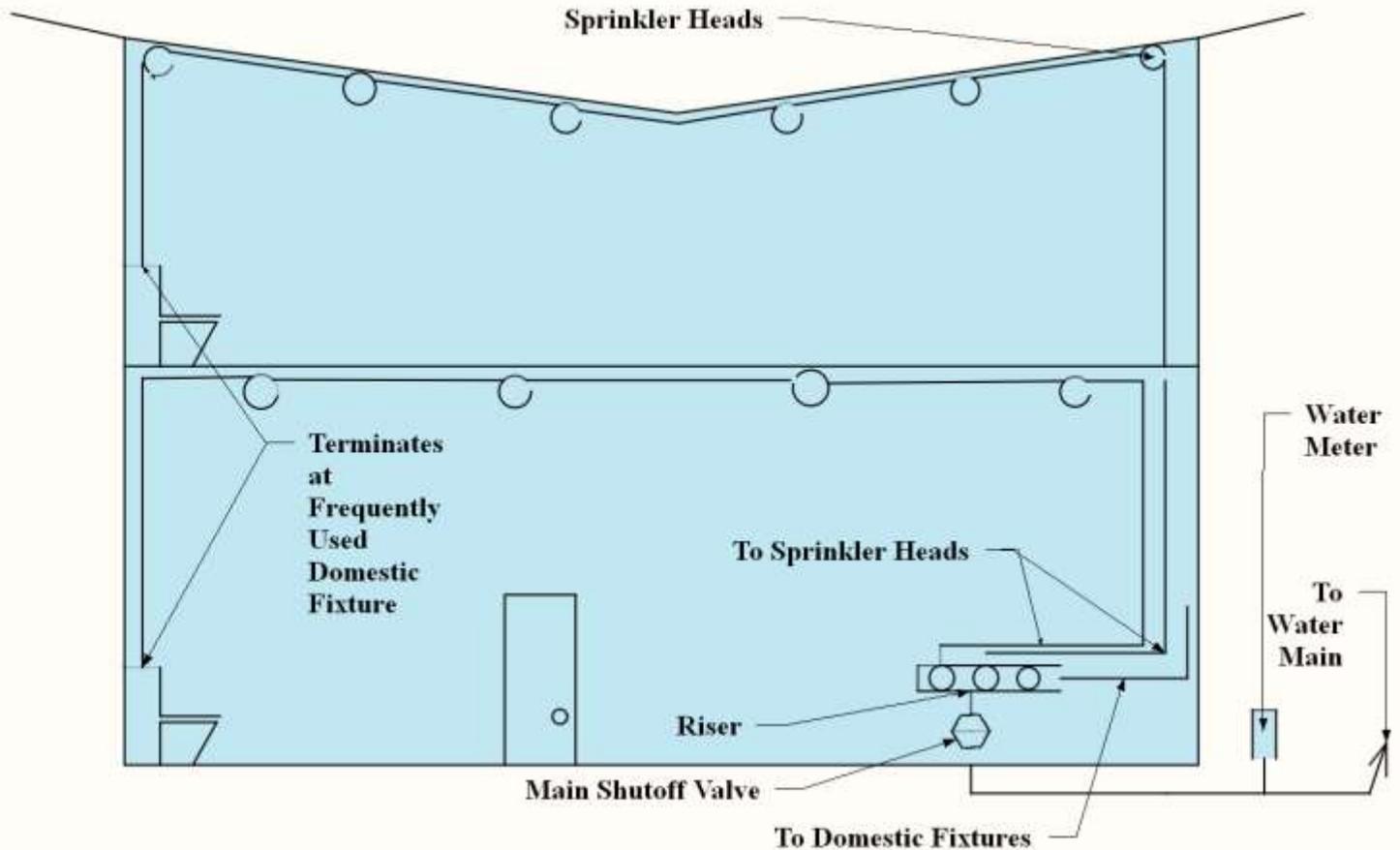
Barriers to acceptance of Residential Fire Sprinkler Systems:

As greater numbers of new one and two family homes were required to be constructed with fire sprinkler systems, cost, complexity, and annual maintenance requirements were quickly identified as barriers to acceptance. Since 2004, Kirkland has worked with the State of Washington, local water purveyors, builders, and other stakeholders to adopt codes and standards that simplify RFSS and address these barriers. A major advance occurred in 2010 when the State allowed local jurisdictions to require simplified systems in structures smaller than 5,000 SF without specific approval by the Building Code Council. These systems are an extension of the domestic plumbing system in a home and they can be installed by plumbers with minimal additional training. The result of these efforts between Kirkland staff and stakeholders is a residential fire sprinkler standard that allows simple reliable, and maintenance free fire sprinkler systems to be installed in Kirkland while eliminating unnecessary cost.

Features of Simplified Residential Fire Sprinkler Systems include:

- Simplified, flow-through or multipurpose, design is an extension of the domestic plumbing system
- Constructed from sprinkler-rated plastic pipe and quick-response residential sprinkler heads that are highly reliable and not expected to require maintenance except after activation due to fire.
- When properly installed these systems are no more subject to freezing or accidental activation than the domestic plumbing system.
- Annual inspection and testing is not required—if the domestic plumbing fixtures are working, the occupants can be reasonably assured that the RFSS will perform as designed in case of a fire.
- No requirement for outside audible and visual notification device (This feature is not required in the National Sprinkler Standard. Stakeholders requested it to be removed to simplify systems and reduce cost).
- No requirement for sprinkler heads in garage and unoccupied spaces (attics and crawl spaces). Also not required in the National Sprinkler Standard. Reduces cost while preserving life safety features of the fire sprinkler system.
- No requirement for connection to a fire alarm system or monitoring (keeps system simple and cost low).
- No requirement for a backflow prevention device (or associated annual testing). Flow-through system keeps water fresh and flowing away from the source.
- Fire department connection to the system is not allowed (Prevents backflow of water into the public water system when backflow prevention device is deleted. Keeps system simple and reduces cost).
- Cost of capital facility charge waived for larger water meter when required for RFSS (These fees eliminated because larger meter is required for RFSS, not domestic use. Lowers cost).

## Sketch of Simplified Residential Fire Sprinkler System



While added cost continues to be the biggest barrier in a housing market where even the least expensive housing options are out of reach for many residents to purchase, all indications are that RFSS will continue to be less expensive to install as they become more common and gain acceptance. Simplified RFSS can now be installed, in Kirkland, for less than \$1.50 per square foot or about \$5,250 for a 3,500 square foot home. In a nationwide survey, the typical cost of installing a RFSS declined from \$1.61 in 2008 to \$1.35 in 2013<sup>6</sup>, and in California, a state where all new homes are required to have RFSS, the typical cost was less than \$1.00 per square foot. Further accelerating the return on investment, Kirkland benefits from our neighboring cities Redmond and Kenmore (cities requiring RFSS in all new homes) because they create a larger local market, increasing the supply of qualified residential sprinkler system designers and contractors. When offset by modest fire insurance savings (5% - 15% annually), RFSS may be able to break even over the expected life of a residence.

Reports from Kirkland plan reviewers suggest that an increasing number of developers are choosing to install RFSS rather than building more costly access improvements or investing in upgrades to the local water system. This suggests that the economic feasibility of installing RFSS is improving in some specific cases. Neighboring jurisdictions report similar experience where significant numbers of RFSS are required due to access and water-flow requirements (except in Redmond and Kenmore where all new residential structures are required to have

<sup>6</sup> Fire Protection Research Foundation (2013)

RFSS). Residential fire sprinkler requirements for neighboring jurisdictions are summarized in Table #2 below.

Table 2

Residential Fire Sprinkler Requirements in Neighboring Jurisdictions			
Jurisdiction	Fire Flow	Access	Size Threshold
Kirkland	Yes	Yes	5,000 SF
Bellevue	Yes	Yes	None
Redmond	N/A	N/A	All
Kenmore	N/A	N/A	All
Bothell	Yes	Yes	None
Woodinville	Yes	Yes	None
King County	Yes	Yes	10,000 SF

#### Range of Options for Changing Residential Fire Sprinkler Requirements

Both the Fire Strategic Plan (2012) and the Standards of Coverage Study (2013) identified expanding the number of residential fire sprinkler systems as an important step to improve the effectiveness of the Fire Department. Staff has identified four possible steps to improve fire safety in new single family homes; education, incentives, lowering the size threshold as opportunities to expand the number of homes covered by RFSS in Kirkland.

#### Education:

The Fire Department should continue to educate the public about the value of residential fire sprinklers and dispel enduring myths. While evidence overwhelmingly supports choosing fire sprinkler systems, consumers are not generally aware of the added safety offered by a sprinkler system or the advantages over smoke detectors alone. Additional education will increase interest and demand. The fire Department should use public information opportunities to share the message of how simple, reliable, and protective home fire sprinklers have become.

#### Incentives:

Incentives could be a strong motivator for developers and builders to include RFSS in more homes. For example, incentives like reduced building setbacks, when RFSS are installed, could allow a builder/developer to create additional value in a development project that would offset the cost of the RFSS. If desired by Council, the Fire Department will need to work extensively with the Planning and Building Department to work out a package of possible incentives. Also, reductions in fees could be considered where RFSS are installed. Fee reductions could be partially offset by future savings in protecting a more fire resilient Kirkland. In the future when fire sprinklers protect nearly all structures, fires will frequently be smaller, fewer firefighters will be required to extinguish these smaller fires, and firefighters will be able to return to available status more quickly.

#### Reducing the Size Threshold:

The size threshold for RFSS has remained at 5,000 SF for more than 10 years. In that time many of the barriers to acceptance have been addressed and the cost of installing RFSS has

been dramatically reduced. However, even at \$1.00 per square foot, installation of RFSS represents a significant additional cost with a very long return on investment. Many builders oppose a mandate to install sprinklers in smaller houses, and additional education will be required before consumers will be consistently asking for sprinklers in their homes. Based on an analysis of permits issued in 2015, reducing the square footage threshold to 4,000 square feet would have added an additional 35 houses to those with RFSS. Table 3 shows how lowering the size threshold would have affected RFSS requirements for permits issued in 2015.

Table 3.

<b>Single Family Residential Permits Issued in 2015</b>			
	Size	Fire Flow or Access	Total Required
RFSS Required for Size (5,000 SF)	51 (16%)	46 (14%)	97 (30%)
RFSS Required for Size (4,000 SF)	86 (27%)		132 (68%)
RFSS Required for Size (3,000 SF)	198 (62%)		244 (76%)
Total (321)			

Requiring RSFF in all new Single Family Houses: The Fire Department has recommended this approach in the past and continues to support this change. This change could be coupled with education and incentives as mentioned above and/or be approved with a delayed implementation date (e.g. one year).

#### Conclusion and Next Steps:

The City of Kirkland has long understood the additional safety provided by fire sprinkler systems, and City leaders have progressively required more new buildings to have fire sprinklers installed. Since the last time the size threshold was reduced, many of the barriers to acceptance of residential fire sprinklers systems have been addressed, increasing the number of RFSS has been recommended in the Fire Department Strategic Plan, and the cost of installing RFSS has come down dramatically.

Staff is requesting direction from the City Council on how to proceed with efforts to increase the number of RFSS installed in new homes in Kirkland:

- Does City Council require additional information?
- Should staff prepare a package of development incentives for consideration?
- Should staff prepare a financial analysis of fee reductions as offsets to the cost of installing RFSS?
- Should staff prepare an ordinance, for consideration, that would reduce the size threshold where RFSS are required or require RFSS in all new single family homes?
- No additional action at this time

Attachments: *Fire Sprinkler Stakeholders Meeting Report, December 2013*  
*Kirkland City Council Memorandum: Fire Sprinklers, May 18, 2010.*



# **City of Kirkland Draft Report on the Residential Fire Sprinkler Stakeholders Meeting**

**December 20, 2013**

## City of Kirkland Residential Fire Sprinklers Report

**Background**

Since 2004, the Public Safety Committee of the City Council has occasionally discussed how to best prevent residential house fires. Fire and Building staff recommended a residential fire sprinkler ordinance for all new single family homes. The issue was taken to the full Council in 2010 but not approved because the economic downturn was having significant impacts on the home building industry. On May 7<sup>th</sup> 2013, Council authorized Fire and Building staff to host a stakeholders meeting to discuss the pros and cons of a fire sprinkler ordinance.

**Stakeholder Meeting**

On September 11, 2013, Fire and Building Department staff hosted a stakeholder meeting to identify the pros and cons of an ordinance requiring the installation for fire sprinklers in all new single family homes. This report documents the issues that were raised in the meeting so the City Council can decide whether it wants to request staff to draft a fire sprinkler ordinance that Council can take action on.

The following stakeholders attended the meeting.

<b>Name</b>	<b>Company</b>	<b>Email</b>	<b>Telephone</b>
<b>Builders</b>			
Josh Lysens	Merit Homes	josh@merithomesinc.com	425-444-4041
Greg Griffis	Merit Homes	greg@merithomesinc.com	425-444-4041
Joe Herr	Burnstead	Joe@burnstead.com	425-818-7467
Aaron Hollingbery	Toll Brothers	ahollingbery@camwest.com	425-825-1955 x125
Tim Winner	West Tier	tim@westtier.com	425-486-9825
David Hoffman	Master Builders	dhoffman@mbaks.com	206-605-3836
<b>Fire Sprinkler Contractors/Suppliers</b>			
Chad Gorney	United Plumbing	chad@unitedplumbing.com	425-877-9701
Kelly Fahey	PacWest Sales Inc.	kelly@pacwestsalesinc	425-493-9680
<b>Water District/Department</b>			
Al Nelson	Northshore Water	anelson@nud.net	425-398-4428
Steve Ensminger	City of Kirkland	sensminger @kirklandwa.gov	425-587-3905
<b>Fire Marshals</b>			
Jeff LaFlam	Northshore Fire	jlaflam@northshorefire.com	425-354-1741
Dave Walker	City of Kirkland	dwalker@kirklandwa.gov	425-587-3623
<b>Building Officials</b>			
Tom Phillips	City of Kirkland	tphillips@kirklandwa.gov	425-587-3604
Bryan Hampson	City of Kenmore	bhampson@kenmorewa.gov	425-398-8900

## City of Kirkland Residential Fire Sprinklers Report

### Pros and Cons of Fire Sprinklers

The stakeholders discussed the pros and cons of residential fire sprinklers, resulting in the following list of pros and cons.

#### Pros

**Saves lives and property.** Fire Sprinklers have been shown to extinguish house fires early enough to eliminate the threat to life and minimizing property damage.

**Building and Fire Code provisions.** There are several current code requirements that are reduced or waived if fire sprinklers are installed:

- Exterior walls must have a one hour fire rating if between five and three feet from a property line. This requirement is waived if the house is equipped with fire sprinklers. This is a common problem where the house is five feet from the property line, but a bay window or other similar bump out is closer to the property line, requiring fire resistive construction.
- If a house is equipped with a residential fire sprinkler the distance to a fire hydrant may be extended from 300 feet to 600 feet. If all houses within a development are sprinklered the need for hydrants is lessened accordingly.
- Access must be provided around roof mounted solar panels to allow firefighters to vent the roof in the event of a fire. This requirement restricts how many panels can be placed on a roof. This requirement is waived if the house has fire sprinklers. This provision is more likely to be used by a homeowner rather than a homebuilder.

#### Cons

**Cost.** The installation of a fire sprinkler system in a 2,700 to 3,000 SF house costs \$5,200. When overhead and loan interest is added, the cost is \$7,200. This additional cost make push a house out of the price range of a perspective buyer.

**Other life/safety options.** There are numerous other things that can be done to improve life/safety issues in homes that are cheaper and more effective that fire sprinklers.

**Unfair to plats currently be developed.** There are a number of plats currently under development. It would be unfair to impose an additional cost on property that was purchased prior to the effective date fire sprinkler ordinance.

## City of Kirkland Residential Fire Sprinklers Report

### Other issues raised by stakeholders

At the stakeholders meeting, the following other of issues were raised.

1. Most injuries in homes are not fire related. It would be more cost effective to reduce tripping and falling hazards by requiring safer stairs and guardrails.
2. It would be better to provided incentives to builders for the installation of fire sprinklers and let the builders decide if they want to take advantage of those incentives.
3. Requiring fire sprinklers only in new homes will have little impact in the whole housing stock in Kirkland. There are approximately 20,000 existing houses and in Kirkland and only 150 to 300 new houses are built every year.
4. Kirkland's water department needs to follow the same installation and upsizing policies as the Northshore Utility District (NUD).
5. Question to the Fire and Building staff. How many house fires does Kirkland have each year? How many occur in homes built since 1991 when the current smoke alarms requirements went into effect?

**Staff response:** In the last year Kirkland has had 42 active structure fires. 21 fires occurred in single family residences, 15 occurred in multifamily residences, 6 occurred in other structures such as schools, hospitals, hotels and restaurants. Total direct dollar loss was 1.1 million in structures. The 21 fires in single family residences showed a structural dollar loss of \$841,000. The 15 fires in multifamily residential homes totaled \$180,000 in structural losses. In the last year, 2 occupants in single family residences suffered significant injuries from fires. 2 Firefighters also suffered moderate injuries. There have been no recent deaths directly attributable to fires in single family structures. A report that lists the age of buildings involved in fires is not currently available to us.

### Financial Mitigation

Fire and Building staff acknowledge the additional cost to the builder and to the consumer for the installation of a fire sprinkler system. During the stakeholders meeting Fire and Building staff suggested several code changes that will save builders money when developing property. Not all of the mitigation items would apply to all houses, but in some cases the savings to the builder will more than off-set the costs of fire sprinklers. Fire and Building staff believe that when the savings are averaged out across the city, it will mitigate the cost of fire sprinklers.

## City of Kirkland Residential Fire Sprinklers Report

**Denser Development Allowed.** The development of short plats can be more dense without compromising fire safety when all of the homes are provided with fire sprinklers. The City's Director of Planning and Community Development has agreed to support a change in the Zoning Code that will allow developers to count the access easement as part of each building lot. However, the impervious area of the access road would not count as lot coverage. This could allow for slightly larger houses and in some cases the creation of an additional lot in the short plat.

**Reduction in Fire access road width.** Fire department access is required for all houses. These roads are currently required to be 20 feet in width. Fire and Building staff will propose an ordinance reducing the width to 16 feet when all houses served by the access road are provided with fire sprinklers.

**Eliminate Sprinkler Alarm Bell.** Currently City policy requires the installation of an alarm bell mounted outside the house to be activated when a fire sprinkler head is activated. Staff is proposing to eliminate this requirement and make the alarm be optional.

### Fire Sprinkle Cost Reductions

Kirkland, like Northshore Utility District has already taken measures to reduce the cost of fire sprinklers, such as:

- Not requiring the sprinkler system to be supplied from a separate water meter.
- Not requiring a backflow preventer when the sprinkler system is combined with the plumbing system.
- Not requiring water meter upsizing charges when the upsizing is only required because of the fire sprinkler system.

### Conclusion

The stakeholders meeting provided a good forum for Fire and Building staff to better understand the concerns of the home builders. We all agreed that fire sprinklers save lives and property but there was disagreement whether fires are a significant problem in houses constructed in the last 22 years and whether fire sprinklers are the most cost effective way to reduce safety hazards.

The builders would prefer that fire sprinklers not be required, as it adds more regulation and costs to the house building process. The builders did indicate that if a fire sprinkler ordinance is adopted, there should be provisions to mitigate the installation costs and that any new ordinance should not affect subdivisions that were created prior to the fire sprinkler requirement.

**CITY OF KIRKLAND**

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**MEMORANDUM**

**To:** Marilynne Beard, Interim City Manager

**From:** Grace Steuart, Fire Marshal  
Tom Phillips, Building Services Manager

**Date:** May 6, 2010

**Subject:** Possible Adoption of Requirement for Fire Sprinklers in New Single Family Homes

**RECOMMENDATION:**

That City Council give direction to the Fire/Building Department to move forward with the adoption of Appendix S of the International Residential Code, thus requiring fire sprinklers in all new single family homes effective July 1, 2010.

**BACKGROUND:**

In July of this year, Kirkland will be adopting the new International Codes with state and local amendments. Since 2007, the Public Safety Committee has discussed whether to require fire sprinklers in all new single family homes. The general consensus has been that requiring sprinklers would provide a high degree of fire safety for our community. This may be accomplished by adopting Appendix S of the International Residential Code, which would become effective on July 1, 2010.

At the Public Safety Committee on February 18, 2010, staff was directed to bring this issue to a regular Council meeting. In March 2010, a memo was placed in the Council's reading file, which provided information regarding the advantages of installing fire sprinklers in all new single family homes. This issue is now on the agenda for May 18, 2010.

**Facts about Sprinklers**

- **National statistics show that 82 percent of fire deaths occur in homes.** According to the National Fire Protection Association, of the 3,320 civilian fire deaths that occurred in 2008, 2,780 died in residential fires; and of those, 2,365 occurred in one and two-family dwellings. (These statistics have been replicated

in those jurisdictions that have required sprinklers for several years, including Prince George's County, Maryland.)

- **Viable escape times in a typical home fire have dropped from 17 minutes to approximately 3 minutes in the last 30 years**, due to a shift in contents from natural products and fibers to synthetic materials. The primary fuel load available in the early stages of a residential fire is the contents (i.e. furnishings, etc.) inside the house, not the structure of the house itself.
- **A combination of smoke detectors AND residential sprinkler systems doubles residential fire survival rates.** Research indicates that installing smoke detectors alone improves survival rates for residential fires by 50%; however, installing smoke detectors AND a residential fire sprinkler system improves survival rates by 97%.
- **When fires do occur in homes equipped with automatic fire sprinkler systems, property losses are much lower.** Based on a 15 year study from the City of Scottsdale, Arizona, the average loss for a fire incident in a sprinklered building was over 90% less than the average loss in a structure in which automatic sprinklers were not present.
- **Sprinklers help save firefighters' lives.** According to recent NFPA studies:
  - A great number of residential occupancies are now being built using lightweight construction materials.
  - Although these materials reduce construction costs and have consistently demonstrated equivalent or even superior quality under non-fire conditions, the same cannot be said when these materials are exposed to fire loading during a residential structure fire.
  - The result is progressive structural collapse due to the failure of these lightweight structures, resulting in firefighter injuries and death.
- **Sprinklers are good for the environment.** When a fire occurs in a sprinklered versus a non-sprinklered home:
  - The release of greenhouse gases (CO<sub>2</sub>) are reduced
  - The amount of water usage is reduced
  - The amount of fire damage is less, resulting in less material being sent to local landfills
- **Sprinklers save City resources by reducing costs associated with fire suppression and investigation activities.** The initial response to any structure fire would be identical, however:
  - The resources dedicated to the unsprinklered structure fire is often hours, taking engines out of service thus extending response times for any other subsequent emergencies

- In the case of a sprinklered structure, all but a single fire engine would be returned to service in a matter of minutes
- Subsequent fire investigation costs in a sprinklered building would be reduced significantly. Since the structure would be less damaged, evidence would be preserved, fires could be investigated more quickly, using fewer investigators, less manpower, and less equipment
- **Other common questions regarding sprinklers**
  - **Won't the presence of automatic fire sprinklers increase the risk of water damage?** When properly installed, the presence of automatic fire sprinklers in a home pose no greater risk than the potable water piping already present in the home. In fact piping for automatic fire sprinkler systems are required to meet a higher standard than conventional potable water piping.
  - **Will I be required to sprinkler the whole house?** The 13D standard specifically allows sprinkler protection to be omitted in non-living areas (garages, attics and crawlspaces)

### **Facts about Kirkland**

- **Flashover often occurs before the Fire Department arrives.** Current average response times in Kirkland are between 5.28 and 5.88 minutes; adding to this the time it takes for a fire to be noticed and an alarm to be called in to 9-1-1, this is well above the 3 minute time frame during which "viable escape" is estimated to be possible from a burning home.
- **Houses are larger and closer together, increasing potential for fire spread.** Land costs in Kirkland continue to increase and lot sizes decrease, so homes are closer together, thus creating a larger potential for a fire spreading to neighboring properties
- **We are approaching this as a life safety issue for residential occupancies only**
  - The threshold for buildings other than residential would remain at 5,000 square feet.
  - Smaller commercial or industrial buildings (such as coffee stands, storage buildings, carports, etc) would not be affected.
- **Cost**
  - **The average cost to sprinkler a home in Kirkland is approximately \$2 per square foot** (this figure is based on discussions with local sprinkler contractors for a standard 13D system); the average size of a house in Kirkland (based on 2007-2008 statistics) is 4,300 square feet.

Thus, sprinkler cost for an average new home in Kirkland is approximately \$8,600, or about 1% of the purchase price of the home.

- **Kirkland has among the most reasonable permit fees in our area** (\$180-\$240 depending upon size of house; this fee includes all required inspections)
- **The typical residential system is designed to use the domestic meter**, which is slightly upsized to provide enough capacity for the sprinklers. The customer is not charged for the larger meter if the upsizing is solely for sprinklers.
- **Multi-purpose flow-through type systems are also allowed.** These systems integrate with a home's plumbing system, thus eliminating the need for and added expense of a backflow prevention device.

### **Summary**

Based on the above information, staff recommends that fire sprinklers be required in all new residential construction. We now need the Council's instructions as to whether we should go forward with including residential fire sprinklers during the regular Code adoption process.

Attachments: US Fire Administration pamphlet: *Home Fire Protection – Residential Fire Sprinkler Systems Save Lives*  
NFPA Fire Sprinkler Initiative study: *Home Fire Sprinklers - Good for the Environment*  
Home Fire Sprinkler Coalition publication: *Benefits of Residential Fire Sprinklers: Prince George's County 15-year History with its Single family Residential Dwelling Fire Sprinkler Ordinance*



**CITY OF KIRKLAND**  
**City Manager's Office**  
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## **MEMORANDUM**

**To:** Kurt Triplett, City Manager  
**From:** Lorrie McKay, Intergovernmental Relations Manager  
**Date:** May 30, 2016  
**Subject:** VOTING DELEGATES – AWC's 2016 BUSINESS MEETING, JUNE 23 IN EVERETT

### **RECOMMENDATION:**

City Council designates by Motion up to three voting delegates to represent the City of Kirkland at the Association of Washington Cities (AWC) 2016 Annual Business Meeting.

### **BACKGROUND DISCUSSION:**

The AWC 2016 Business Meeting will be held Thursday, June 23 from 4 to 5:45 held at the Edward D. Hansen Conference Center at 2000 Hewitt Avenue in Everett, WA. Designated voting delegates (or proxies) must be present at the meeting to cast a vote.

Should the City Council wish to participate in the meeting, it may designate three voting delegates for the business meeting. These delegates vote on issues like the Statement of Policy and the board of directors. Voting delegates may be elected officials or city staff. The names of the designated voting delegates need to be filed with the AWC in advance of the June 23 meeting.

At the time of drafting this memo, Deputy Mayor Arnold and Councilmembers Nixon and Sweet plan to attend the AWC Business Meeting.

Unless other members are available and interested, the City Council should pass a Motion designating Deputy Mayor Arnold and Councilmembers Nixon and Sweet as its three voting delegates for the business meeting. Staff will file the names with the AWC. The recommended action is consistent with past Council practice.

Next year's AWC Annual Conference and Business Meeting will be held June 20-23 in Vancouver.

Attachments: A. 2016 Conference Schedule (Updated 5/25/16)  
B. AWC Nominating Committee Report (4/8/16)

**Tuesday, June 21**

3 – 6 pm	<b>AWC registration desk open</b>
5:30 – 7 pm	<b>President's Welcome Reception</b> <i>Light appetizers and hosted bar; dinner on your own</i>

**Wednesday, June 22**

All day	<b>Wellness activity challenge</b> <i>See program for participation details</i>
7:30 am – 6 pm	<b>AWC registration desk open</b>
8 am – 5 pm	<b>Exhibit Hall open</b>
7 – 11:30 am	<b>Committee meetings and early start sessions</b>
11:45 am – 1:30 pm	<b>Welcome and opening lunch</b> <i>Sponsored by Comcast</i>
2 – 3 pm	<p><b>Concurrent sessions</b></p> <p><b>Achieving real home rule for Washington cities</b> Cities are the most powerful local governments in Washington State, yet many cities act as if they do not have home rule powers. The Legislature and courts also often behave as though local home rule authority does not exist.</p> <p><b>Hands on social media</b> In this session, we'll do step-by-step basics on how staff and elected officials can most effectively use social media to tell a local government story. This session is designed for individuals who want to learn how to use these tools for themselves (or their campaigns) or for organizations who want to dial up their social media sharing.</p> <p><b>Washington State Auditor listening post</b> The State Auditor's Office (SAO) wants to hear from you! Effective two-way communication is essential to a good working relationship between the State Auditor's Office and local governments. This session provides an opportunity for you to give SAO leaders input, and also learn about current and emerging audit issues impacting cities statewide.</p>

3:15 – 4:30 pm	<p><b>Concurrent sessions</b></p> <p><b>A different kind of green tour: Navigating the needs and challenges of trees in business districts</b> <i>Mobile tour</i></p> <p>Every city can tell tales of tree problems in their downtown or commercial business district. Yet when properly designed, installed and maintained, trees and landscaping add tremendous value to the heart of your city. ‘Urban Forestry’ is a coming-of-age profession that offers many insights into how to make your downtown trees work for you. This session will look at the good, the bad, and the ugly of trees in business districts, and explore ideas to improve the value of trees through design, maintenance and long term management strategies.</p> <p><b>Advocacy 201</b></p> <p>Become an effective advocate for your city’s issues to help achieve what your city needs and avoid what you don’t. The 2017 legislative session promises to be lengthy and difficult, and there are things you can do now to engage your legislators and candidates on important city issues. Hear from a panel of seasoned city advocates who will share tips to help you advocate for your city – and all cities.</p> <p><b>Citizen, youth academies, and councils</b> <i>Co-sponsored by ELGL</i></p> <p>Learn how your city can develop activities to engage citizens of all ages in your community – from academies to councils, we'll talk about interesting ways that cities are harnessing the energy and excitement of citizens (including middle- and high-school students) to benefit the community.</p> <p><b>Introduction to advancing racial equity</b></p> <p>This workshop examines the opportunity for government to help advance racial equity in our communities. From basic core services to housing, development, libraries, policing and beyond, government has a unique opportunity to normalize racial equity as a key value. This session provides shared terminology and introduces a racial equity tool that can be used in decisions relating to policies, practices, programs, and budget.</p> <p><b>Leading meetings wisely using emotional intelligence and Parliamentary Procedure</b></p> <p>Sometimes council meetings composed of well-meaning, smart people fail to be effective. What are the barriers to good meetings and how can we achieve wisdom in our decision-making? In this session Ann Macfarlane brings her signature style of interactive training to the challenges facing any civic board meeting.</p> <p><b>Write, speak and meet like a pro</b></p> <p>Boost your everyday communication skills and express yourself confidently in person, in writing, and in meetings with citizens, committees and commissions, your staff, and neighborhood groups.</p>
6:30 – 8:30 pm	<p><b>Evening event at Boeing Future of Flight Museum</b></p> <p><i>Appetizers and hosted bar; dinner on your own</i></p>

**Thursday, June 23 – Emerging leaders day**

All day	<p><b>Wellness activity challenge</b>  <i>See program for participation details</i></p>
6:30 am – 5:30 pm	<p><b>AWC registration desk open</b></p>
6:45 – 9 am	<p><b>Networking breakfast</b></p>
8 am – 3 pm	<p><b>Exhibit Hall open</b></p>
9:15 – 10:15 am	<p><b>General session: Black, white, and read all over</b> <i>Co-sponsored by ELGL</i>  This moderated panel features newspaper editors and government reporters talking about local government news coverage. How is it changing as the newspaper industry evolves? What are some key concepts to keep in mind when working with today's newspapers? We'll also explore the use of blogs as media sources.</p>
10:45 – 11:45 am	<p><b>Concurrent sessions</b></p> <p><b>Aligning community resources with community goals</b>  Budgeting is all about using limited resources to accomplish as many of the city's goals as possible. Whether this is through developing capital facilities, providing programs or services, or controlling community risks, budgets are where these decisions get made. As public servants, the resources we use are actually "other people's money" so this session explores the various revenue options available to city leaders.</p> <p><b>Cultural intelligence in local government service delivery and leadership</b>  For decades, Washington State has been growing. Much of this growth (about 35%) is due to a natural increase in population, however, the rest is due to migration from other parts of the country and world. While the state remains somewhat less diverse than the national average, over the next 25 years, it is slated to become increasingly more diverse. This session will introduce social development terms for use in effective local governance and share insights from modern day sociological studies to illustrate the benefits of culturally intelligent governance and administration.</p> <p><b>FileLocal: One stop local business licensing and tax filing</b>  FileLocal is the first-ever local online portal where businesses can get a local business license and pay local B&amp;O taxes in one convenient place. There is increased pressure to consolidate local licenses and taxes at the state level. FileLocal allows the flexibility and local control your city needs through business licenses and B&amp;O taxes while giving your customers a simple one-stop shop for easy registration and filing with cities across Washington.</p>

	<p><b>Getting your city digital</b> <i>Co-sponsored by ELGL</i></p> <p>Residents expect government to operate like the technologies they use in their day-to-day lives. In response, cities must rethink their approach to everything digital. Join this discussion on how cities can better serve residents by leveraging flexible, cloud-based technologies to scale and economize their digital government services.</p> <p><b>How to not be Flint</b></p> <p>U.S. cities are reconsidering their water system operations following the Flint drinking water crisis. Many customers' confidence in their drinking water has been shaken and journalists are keeping an eye out for any sign of water system failures. How do you ensure that you are delivering safe, reliable drinking water while preparing your system for replacement projects and operating at a reasonable cost? This session will describe how elected officials and non-water staff can contribute to the protection of your water system and your community, and where to find the funds to help.</p>
Noon – 1 pm	<p><b>Center for Quality Communities fundraiser lunch</b></p> <p>Join us as we honor this year's scholarship winners and continue our efforts to raise funds that nurture young community members to take on new leadership roles.</p> <p><i>Sponsored by Regence BlueShield/Asuris Northwest Health</i></p>
1:30 – 2:30 pm	<p><b>Concurrent sessions</b></p> <p><b>Ask MRSC: Legal do's and don'ts</b></p> <p>Find out some of the most frequently asked questions from local government officials that the Municipal Research and Services Center (MRSC) responds to throughout the year.</p> <p><b>Conversation with elected officials regarding GMA priorities</b></p> <p>Washington now has 25 years of experience implementing the Growth Management Act. Meeting the needs of a growth state remains a challenge for many Washington Communities. In this session you will hear and contribute to a conversation with state and local elected officials about Washington's planning framework.</p> <p><b>Up close look at legal marijuana businesses</b> <i>Mobile tour</i></p> <p>Take a mobile tour of a local marijuana producer/processor and a retail marijuana establishment. The tour will begin with the producer/processor where members will be able to walk through the facility, view the grow operations, and ask the owner questions. The next stop is at a retail store to see how the final products are sold to the public.</p> <p><b>Strategies for realizing inspired public spaces</b></p> <p>Artistic principles have become a catalyst for funding and constructing inspired public space projects beyond the typical! Reimagine the way we use, maintain, and program existing public spaces. This session dives into real projects and design efforts in the City of Redmond, and explores how the city turned arts and design into a catalyst for redefined capital projects.</p>

2:45 – 3:45 pm	<p><b>Concurrent sessions</b></p> <p><b>A look inside the state’s new business licensing system</b>  Nearly 70 cities partner with the Washington State Department of Revenue to issue state and local business licenses through the same Business Licensing Service (BLS). Over the last year, the Department has been working on a major modernization effort that will be more responsive to both business and city needs.</p> <p><b>Revealing a new AWC Member Program: The AWC GIS Consortium</b>  Geographic Information Systems (GIS) is an integral tool for cities. It enables efficient and effective planning and implementation across all city departments and can engage and empower citizens. The Association of Washington Cities (AWC) GIS Consortium increases Washington cities’ capacity to utilize GIS technology by leveraging the collective buying power of its members. AWC is partnering with FLO Analytics to provide GIS services to cities at an affordable rate. Learn how your city can benefit from this unique program.</p> <p><b>Retain and strengthen your business mix</b>  Learn what cities can do to facilitate economic development in an interactive session that will include an overview of examples of best practices, a hands-on exercise, and resources for future reference.</p> <p><b>Utility rate setting primer</b>  Developing utility rates that reflect current trends, regulatory drivers, and innovation can be tricky. This session provides information on the fundamentals of rate setting for a wide range of scenarios and customers including residential, commercial, industrial, irrigation and wholesale. Through case study examples, walk through the stages of the cost-of-service rate setting process: 1) fiscal policy development; 2) revenue requirement analysis; 3) cost of service evaluation; and 4) rate design.</p> <p><b>Workforce planning: The financial benefits of being a proactive city</b>  Local government is impacted financially by what occurs around us. From the Great Recession to mass retirements that will affect how we will be able to provide services in the future. Through the use of Workforce Planning and Analytics, you gain the ability to move from reactive to proactive. By planning ahead and incorporating analytics into your strategic plans, you can have both a happy workforce and save a tremendous amount of money for your city.</p>
4 – 5:45 pm	<b>AWC Business Meeting</b>
5:45 – 7 pm	<p><b>Exhibitor Reception</b>  <i>Appetizers and hosted bar; dinner on your own</i></p>
6:30 – 8:30 pm	<b>RMSA Annual Meeting &amp; Dinner</b>

**Friday, June 24**

7 am – Noon	<b>AWC registration desk open</b>
7:30 – 9 am	<b>General session</b> <i>Breakfast served at 7:30 am, program begins at 8 am</i>
9:15 – 11 am	<p><b>Concurrent sessions</b></p> <p><b>Getting ready for smart(er) cities</b> Technology is continuing to transform our cities making them safer, more convenient, and more efficient. Smart Cities is a growing body of work that integrates information and communication technology. Catch this overview of the social and technology trends, transformations, and innovations that are helping cities create more sustainable, resilient, and intelligent communities. The session will provide insights and observations on how city leaders can be better prepared to influence smart city initiatives and activities.</p> <p><b>Science of influence: Small is the new BIG</b> When it comes to influencing and persuading others, it is often the smallest changes in our approach that can yield the biggest differences. This session focuses on the “rules of persuasion,” how subtle changes in how we communicate can positively impact other’s behavior. The university research and “real world” applications are both compelling and overwhelming – subtle changes in how we communicate with each other and to our communities can yield huge dividends.</p> <p><b>The mayor can't do that, can she?</b> Dive into a candid discussion of roles and responsibilities. In this session, discover the historic roots and current structure of the executive and legislative branches of Washington city government.</p>

Updated: 5/25/16

April 8, 2016

TO: Mayors  
City Councilmembers

FROM: Mayor Craig George, City of Dayton  
Chair, 2016 AWC Board Nominating Committee

The purpose of this memorandum is to inform you of actions taken to date by the 2016 AWC Board Nominating Committee. The Committee consists of the following ten members appointed by the AWC Board President.

Name	Title	City	AWC Board District
Craig George	Mayor (Chair)	Dayton	2
Tom Trulove	Mayor	Cheney	1
Glenn Johnson	Mayor	Pullman	2
Chuck Johnson	Councilmember	East Wenatchee	3
Shane Bowman	Mayor	Battle Ground	5
Don Gerend	Mayor (Vice Chair)	Sammamish	7
Penny Sweet	Councilmember	Kirkland	7
Donna Wright	Councilmember	Marysville	8
Jackie Farra	Councilmember	Ocean Shores	12
Margaret Harto	Mayor (Secretary)	Covington	13

The purpose of the Nominating Committee is to compile a list of officer and director candidates for the AWC Board of Directors and to present the slate of candidates to the AWC general membership during the annual business meeting in June.

### 2016 NOMINATING COMMITTEE REPORT – 2

The AWC Nominating Committee set the deadline of 5:00 pm on March 25, 2016 for the applications from elected officials from Washington cities and towns interested in serving on the AWC Board of Directors. Individuals applying after this deadline will have to run for a position directly from the floor during the annual business meeting on Thursday, June 23, 2016.

During the April 8, 2016 meeting of the 2016 AWC Board Nominating Committee, the committee reviewed the interview process and application materials submitted by potential candidates for the open officer and director positions on the AWC Board of Directors.

President	Jim Restucci, Mayor, Sunnyside*
Vice President	Pat Johnson, Mayor, Buckley*
District 2	K.C. Kuykendall, Councilmember, Waitsburg*
	Allen Pomraning, Mayor, Walla Walla
District 4	Mario Martinez, Mayor, Mabton*
	Joan Souders, Councilmember, Grandview
District 6	Pat Hulcey, Deputy Mayor, Fife
	Denise McCluskey, Councilmember, University Place
	Cynthia Pratt, Deputy Mayor, Lacey
District 8	Jon Nehring, Mayor, Marysville*
District 10	Ryan Mello, Deputy Mayor, Tacoma~
District 12	Ed Stern, Councilmember, Poulsbo*
District 14	Beth Munns, Councilmember, Oak Harbor*
At-Large #2 (Western <5,000 pop)	Jim Berger, Mayor, Carnation*
	Dave Hill, Mayor, Algona
At-Large #4 (Eastern <5,000 pop)	Dorothy Knauss, Councilmember, Chewelah*
	Robert Ward, Councilmember, Rosalia
*denotes Incumbent ~denotes city selection	

To be eligible to serve on the AWC Board of Directors, an individual must be an elected city official and, in the case of a district position, be from a city or town located within that district. At-Large Positions #2 and #4 are designated for elected officials from cities or towns under 5,000.

With the exception of the offices of president, vice president, and single city districts, the AWC Board Nominating Committee will forward at least two candidates for each position when the committee finds two candidates seeking such a position to be well qualified, willing, and able to perform the duties.

In the case where more than two qualified candidates are running for a particular Board position, the candidates may be asked if they are willing to move to a different Board position on the ballot for which they qualify.

The AWC Board Nominating Committee will reconvene on Monday, June 20 in Everett, beginning at 9:00 am to interview the candidates for open board positions.

As directed by the AWC Board Nominating Committee, AWC staff will produce and distribute a summary of the Board of Director candidates, similar to a "voter's pamphlet." The pamphlet will be distributed to the voting delegates at the AWC Annual Conference. AWC does not endorse any candidate, and is simply providing delegates with background information on each candidate.

Candidates will also be sent campaign guidelines prior to the 2016 AWC Annual Conference. Materials may not be posted on any of the convention center or hotel walls, doors, etc.; and are limited to flyers and buttons distributed at a designated table provided for that purpose.

Every candidate on the ballot will be asked to present a two minute speech before the general membership at the AWC annual Business Meeting on Thursday, June 23, 2016.

The open AWC Board of Directors positions will be voted on by delegates during the AWC Annual Business Meeting scheduled for 4:00 pm – 5:30 pm on Thursday, June 23, 2016 at the Edward D. Hansen Conference Center in Everett.

Attest:

  
Secretary

  
Date