

**Memorandum of Understanding
to the
Agreement
by and between
City of Kirkland
and
local 1837, Washington State Council
of County and City Employees
of the
American Federation of State,
County and Municipal Employees
AFL-CIO
Donated Pandemic Leave Bank**

January 21, 2021

This Memorandum of Understanding is supplemental to the AGREEMENT 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, hereinafter referred to as the "Union".

During the current pandemic emergency, the Parties agree to additional leave benefits for employees to use for their own pandemic related illness, to take care of sick family members, as defined by the Family Medical Leave Act (FMLA) experiencing pandemic related illness, or to take time to care for their own children while their daycare or school is closed for this event. The additional leave benefits are created in response to the National Emergency for COVID-19 as declared by the federal government and the emergency proclamation issues by the City of Kirkland. The following benefits will be in place until such time as the city emergency proclamation for Covid-19, ends:

1. Each employee will be given one work week (40 hours) of paid "pandemic leave" to use in the same manner as currently authorized sick leave. Unused pandemic leave hours expire on the date the emergency declaration ends.
2. A shared sick leave bank will be established with the following requirements:
 - a. Donation
 - i. Employees may donate up to 100 hours of sick leave at a time. Donating employees should retain a balance of 480 sick leave hours after donation, or at least 80% of the employee's sick leave balance at the time of donation.
 - ii.
All unused donated leave will be returned to the employee(s) on a pro-rated basis pursuant to IRS notice 2006-59.
 - iii. If additional hours are needed in the shared sick leave bank, employees may donate up to an additional 100 hours of sick leave hours each time, subject to the limits of sections i and ii.
 - iv. An employee who is separating from the City may donate all remaining sick leave hours to the shared sick leave bank.

b. Request

- i. Shared sick leave bank hours can only be used by employees after all other leaves are exhausted (sick, vacation, comp, holiday, community service, floating)
 - ii. Employees are limited to forty (40) hours of shared sick leave at a time.
 - iii. In order to access the shared sick leave, employees will fill out a Shared Sick Leave Bank request and submit it to Human Resources.
 - iv. An additional forty (40) hours of shared sick leave may be requested for special circumstances. Additional hours require the approval of the Human Resources Director or designee.
3. If an employee exhausts all shared sick leave hours, they will be eligible to request up to one week, forty (40) hours, of "advanced leave". If the employee exhausts the initial advanced leave hours, the employee may request an additional forty (40) hours of advanced leave. All requests for advanced leave will be considered on a case by case basis by the Human Resources Director or designee. Advanced leave will be paid back as future sick leave accrues until all advanced leave has been repaid.

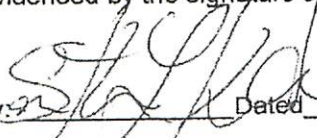
The Parties agree this MOU expires on the date the city's proclamation of emergency for the COVID-19 pandemic ends.


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 may be executed in counterparts and, when signed by all parties, shall be binding upon the parties. Transmission of this MOU by facsimile machine or email showing the original signature of a party shall be considered an original signature and shall be binding upon the signatory party.

This MOU is effective immediately upon signature by all representatives and the parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signature of the applicable parties below:

By:  Dated 2/2/21
Kurt Triplett, City Manager, City of Kirkland

By:  Dated 1/26/2021
Samantha Condon, President
Local 1837, WSCCCE, AFSCME

By:  Dated 1/26/2021
Bill Keenan, Director of Organizing
WSCCCE, AFSCME

KRaymond Dated 2/2/21

Approved as To Form

City Attorney

By: Quilley Dated 2/2/2021

Labor Relations Review

Human Resources Director