

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**

September 10, 2020

This Memorandum of Understanding (“MOU”) is supplemental to the AGREEMENT (“CBA”) by and between the CITY OF KIRKLAND, WASHINGTON, (“Employer” or “City”), and LOCAL 1837, WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (“Union”).

During the current pandemic emergency, the Parties agree to additional scheduling flexibilities for employees with school age children that are impacted by the decisions of school districts to utilize remote learning in lieu of in-person instruction. The Parties recognize the need to balance employee flexibility for work/life balance with the requirement to provide the public services the taxpayers/ratepayers are supporting.

The Parties agree to the following provisions regarding scheduling flexibilities:

1. The Parties agree that the City’s mission is to provide public service to the City’s taxpayers/ratepayers. The Parties also agree that employees who wish to be considered for alternate work schedules will have the opportunity to discuss such options with their manager/supervisor. While the City and employee will explore possible alternate schedule options, if the needed service cannot be performed effectively with the alternate work schedules, management may not approve changed schedules or may revoke them if they are not effectively allowing for provision of the expected service. If the City determines there is no alternate work schedule option that is mutually acceptable and the employee disagrees with that determination, the employee’s work schedule will remain as is, and the City and Union will immediately schedule a labor management meeting to attempt to resolve the disagreement.
2. Alternate work schedules will only be available to employees with school age children (grades K-12) for whom the employee is responsible for care, who are impacted by

remote learning requirements. Alternate work schedules will only continue as long as remote learning is in place.

3. Alternate work schedules will not create additional costs for the City. Premium pay per Article 6.2 of the CBA shall not apply when the employee's work schedule is changed by mutual agreement.
4. No alternate schedule will be established if, by its design, would result in the requirement for the payment of overtime under FLSA.
5. Alternate schedules will be established by written mutual agreement between the employee and the supervisor. If no agreement is reached, the employee's current schedule will remain as is unless changed by the supervisor under terms of the CBA.
6. Employees will only be paid for hours worked. Any scheduled hours that are not worked for any reason shall be made up in the same work week or covered by appropriate paid leave.
7. Hours dedicated to childcare will not be considered time spent working and will not be claimed by the employee as work time.
8. Alternate work schedules may be altered or revoked by the supervisor in accordance with the terms of Article 6.2 of the CBA, unless the timelines of Article 6.2 are waived by mutual agreement.
9. Supervisors may establish core hours that the employee needs to be available during normal business hours, and the employee must be available to work during such core hours or will take leave per City policies and federal leave provisions. If there is a disagreement in the proposed core hours, the Employer and Union will immediately schedule a labor management meeting to attempt to resolve the disagreement.
10. Both parties understand that the responsibilities of some positions may not allow the establishment of alternative work schedules under this MOU. When employees in these positions request alternate work schedules, the city will notify the employees and Union of the ineligible position status, and if disagreements as to the exclusion of those positions to alternate schedules exist, the Union and City will schedule a labor management meeting to discuss it.

With these principles in mind, supervisors and employees may agree to any schedule that will meet the needs of the City and the employee. Examples include alternative schedules (4/10s, 9/80s or 5/4/9s), split shifts, and schedules that allow hours worked over more than five workdays in the workweek.

If as a result of an alternate work schedule per this MOU, the employee works a reduced schedule of less than 40 hours per week (less than 1 FTE), the City agrees to maintain the employee's full time benefits provided this shall not affect current City employees who are paying for pro-rated benefits as a result of their part-time work hours. Additionally, if the employees who work a less than full time reduced alternate work schedule file for

unemployment, their alternate work schedule will be revoked and they will be returned to their normal full time work schedules.

The parties agree this MOU expires on the date that the employee's child(ren)'s school(s) return to in-person instruction.

The parties agree that this MOU will not be precedent setting in any way and will not be used in the future by either party for similar or dissimilar situations.

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 or email showing the original signature of a party shall be considered an original signature and shall be binding upon the signatory party/parties.

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:

Signed this 18th day of September 2020.

City of Kirkland

**Local 1837, Washington State Council of
County and City Employees of the
American Federation of State, County and
Municipal Employees**

By: 
Kurt Triplett, City Manager

By: 
Samantha Condon, Local 1837 President

Labor Relations Review:

By: 
Anh Hoang, Human Resources Director

By: 
Bill Keenan, Director of Organizing

Approved as of Form:

By: 
Kevin Raymond, City Attorney