

Memorandum of Agreement

To the Agreement by and between the City of Kirkland and

AFSCME Local 1837

Status Change of Limited Term Employees to Regular Full Time Employees

July, 12, 2021

This Memorandum of Agreement (MOA) is to document the mutual agreement between the City of Kirkland, Washington, hereinafter referred to as the “Employer,” and AFSCME Local 1837, hereinafter referred to as the “Union.” This MOA is effective on the first day of the next pay period following this agreement having been signed by all parties.

The Kirkland City Council authorized the status change of five and one-half (5.5) Temporary Limited Term Employee (LTE) to Regular Full Time Employee (FTE) positions in the City’s Capital Improvement Program (CIP) and 1.0 LTE employee to FTE employee in order to facilitate improved recruitment, retention and division operations.

These positions and incumbents are represented by the Union and would continue to be after their status has changed from Temporary LTE to Regular FTE.

The Employer and Union agree to waive any requirements that may exist under the current Collective Bargaining Agreement (CBA) regarding Job Posting for any of the position movements or status changes outlined below. The parties further agree the incumbents who currently occupy the following positions will be converted from their Temporary LTE status to Regular FTEs without further action by the employees:

Job Title	Position Number	Incumbent
Senior Project Engineer	705	Anneke Davis
Surface Water Planner	658	Vacant
Associate Project Engineer	707	Aimee Allcock
Neighborhood Outreach Coordinator	617 (.5)	Christian (Jeremy) Knight
Office Specialist	810	Joey VanderVaart
Transportation Engineer	662	Daniel Rawlings

There currently is no incumbent in the Surface Water Planning (658) position. This position is vacant and will be posted as a Regular FTE position per Article 7.2, Job Posting, of the CBA within a reasonable period after the signing of this agreement.

The Neighborhood Service Coordination (617) is currently funded as .5 LTE and .5 FTE. This will be changed to a Regular 1.0 FTE position. The incumbent, Christian Knight, will remain in this Regular FTE position.

Current Job Title	Current Position Number	Home Job Title (Position Number)	Incumbent
Senior Project Engineer	705	Senior Capital Project Coordinator (607)	Anneke Davis
Senior Capital Project Coordinator	607	Capital Project Coordinator (599)	Brian Baker
Capital Project Coordinator	599	Associate Project Engineer (707)	Hunter Richards
Associate Project Engineer	707	N/A	Aimee Allcock

Anneke Davis’s current “home” position is Senior Capital Project Coordinator (position number 607). Upon the effective date of this MOA, she will assume the Regular FTE position of Senior Project Engineer role (position number 705), and her return rights to position number 607, Senior Capital Project Coordinator, shall cease.

Brian Baker is currently occupying position number 607 as a Temporary Senior Capital Project Coordinator, with return rights to his “home” position of Capital Project Coordinator (position number 599). Brian’s status will be changed from Temporary LTE to Regular FTE in position number 607, Senior Capital Project Coordinator. His return rights to position 599, Capital Project Coordinator, shall cease.

Hunter Richards is currently occupying position number 599 as a Temporary Capital Project Coordinator, with return rights to her “home” position of Associate Project Engineer (position number 707). Hunter’s status will be changed from Temporary LTE to Regular FTE in position 599, Capital Project Coordinator. Her return rights to position 707, Associate Project Engineer, shall cease.

Aimee Allcock is currently occupying position 707 as a Temporary Associate Project Engineer. Aimee’s status will be changed from Temporary LTE to Regular FTE in position 707, Associate Project Engineer.

The parties agree that nothing contained in the MOA creates a past practice and that the MOA is not precedent setting in any manner.

This MOA when signed by all parties, shall be binding upon the parties. Transmission of the MOA by Fax or Email showing the original signature of a party shall be considered an original signature and shall be binding upon the signatory party.

This MOA is effective on the first day of the pay period following signature by all representatives of the parties. The parties acknowledge and agree to the terms and conditions set forth in the MOA as evidenced by the signature of the applicable parties below:

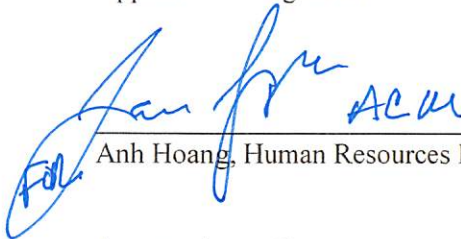
FOR THE CITY:

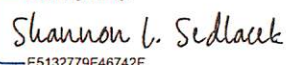
FOR THE UNION:


Kurt Triplett, City Manager
City of Kirkland


Bill Keenan, Director of Organizing
WSCCCE, AFSCME Local 1837

Approved as Negotiated:


Anh Hoang, Human Resources Director

DocuSigned by:

Shannon Sedlacek, President
AFSCME, Local 1837

Approved as to Form:


Kevin Raymond, City Attorney