

Memorandum of Understanding
To the Agreement by and between
City of Kirkland and
Kirkland Police Guild Commissioned Staff

This memorandum of Understanding (MOU) is entered into to document the mutual agreement between the City of Kirkland, Washington, hereinafter referred to as the “Employer,” and the Kirkland Police Guild—Commissioned Staff, hereinafter referred to as the “Guild.” This MOU supplements and modifies the 2020 – 2022 Collective Bargaining Agreement (CBA) and will go into effect when the new contract is implemented and will expire on December 31, 2022. This MOU supersedes the MOU regarding the same subject signed by the Parties on April 8, 2020. The previous MOU is considered expired.

The Employer and the Guild agree to allow employees to have the flexibility of taking their holiday time off and/or cashing out their holiday leave. To this end, the Employer and the Guild agree to implement the following pilot program for the duration of the January 1, 2020 to December 31, 2022 CBA:

1. All employees, regardless of assignment, may, at their request, receive cash compensation in lieu of taking holiday hours off. Requests for cash compensation shall be submitted to the department timekeeper no later than June 15th and December 15th of each year and will be included in the July 8th and January 8th paychecks. Requests must be in writing and specify the number of cash-out hours which is limited to 60 hours for each request. The employee must specify which holiday (including floating holidays) they are requesting to cash out. Once a written request is received by administration, it will be non-revocable. Compensation for holiday leave hours cash-out is at the employee’s regular hourly rate.
2. For employees assigned to Patrol as of January 1, 120 hours of holiday leave will be granted at the beginning of each calendar year. Altogether, this is the annual equivalent of the twelve holidays (including floating holidays) listed in Article 11.1 of the CBA.
 - For employees assigned to patrol status after the beginning of a calendar year, their method for accruing holiday hours will be determined by the employee’s assignment on January 1, regardless of whether they enter or leave patrol mid-year.
 - For a separating employee, any remaining floating holiday hours will be cashed out at the employee's regular rate of pay. Any remaining holidays in the calendar year that occur after the employee's separation date will be deducted from the employee's holiday hours bank. If this results in a negative holiday hours balance (e.g. the employee has cashed out or used more hours than the holidays that have occurred in the year), they will have those hours deducted from their final paycheck.
3. For Non-patrol employees the following holiday provisions apply:

- Non-patrol employees typically observe the holiday by taking the holiday off with no reduction of pay. Employees will observe the holiday on the day the City observes the respective holiday. As an option, with supervisory approval, they may work their normal assignment on the holiday. They will be compensated at their regular hourly rate of pay and will bank their holiday leave. Minimum staffing levels shall not apply in these circumstances. When the holiday falls upon the employee's day off, the holiday shall be banked.
 - Non-patrol employees will be frontloaded at the beginning of each calendar year with 20 hours of holiday leave (floating holiday hours).
 - School Resource Officers (SROs) will be frontloaded at the beginning of each calendar year with 18 hours of holiday leave (floating holiday hours).
3. For new hire employees the following holiday provisions apply:
- A new hire employee will observe the holiday by taking the holiday off. Employees will observe the holiday on the day the City observes the respective holiday.
 - New hire employees will not be frontloaded the floating holidays until they have been employed for six (6) consecutive months. If they are not employed for six (6) consecutive months prior to the end of the year, they will not receive the floating holidays.
 - Upon assignment to PTO program and/or Patrol, the employee will observe holidays in accordance with Article 11.3 and 11.4.
4. The method by which employees accrue holiday hours will be determined by the employee's assignment on January 1, regardless of whether they enter or leave patrol mid-year.
5. Patrol and non-patrol employees must completely use all banked holiday hours as time off from work during the calendar year and/or cash out the hours in July and/or January. Holiday hours cannot be carried over from one calendar year to the following year. Hours that are not cashed out or scheduled for time off during the calendar year shall be forfeited.
6. The Parties acknowledge that cashed out floating holidays cannot be reported to DRS as compensation toward retirement. The Parties further acknowledge there are circumstances under which cashed out regular holidays may not be reportable to DRS as compensation toward retirement.
7. Employees who have 2019 holiday leave balances will be required to use or cash out (in accordance with paragraph 1 of this MOU) those leave hours during the 2020 calendar year. Hours not used or cashed-out shall be forfeited.

8. This MOU should be read in conjunction with Article 11.2, 11.3 and 11.4 of the current CBA. All other provisions of Article 11 – HOLIDAYS apply.
9. Any dispute and/or conflict as to the meaning, application, and/or interpretation of any portion of this MOU shall be resolved through the grievance – arbitration provisions of the CBA.

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:

City of Kirkland

Kirkland Police Guild
Commissioned Staff

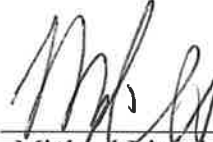
By:



~~Kurt Triplett, City Manager~~

Tracy Dunlap, Acting City Manager

By:



Michael Lisenby, President

Date

8/10/2020

Date

8-4-20



APPROVED AS TO FORM
City Attorney



LABOR RELATIONS REVIEW
Human Resources Director