

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

January 1, 2020 through December 31, 2022

Physical Fitness Incentive Program

January 27, 2021

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 is supplemental to the 2020 – 2022 Collective Bargaining Agreement (CBA).

This MOU specifically deals with changing the language surrounding when the physical fitness tests will be scheduled. Sections A.3 and A. 6 of Appendix "A" state that the test will be offered twice a year and that they will be conducted in conjunction with the spring and fall KPD in-service training blocks. Due to COVID restrictions and a change in the yearly training schedule, the parties agree that two tests will still be offered, one in the spring and one in the fall, but they will no longer be tied to the in-service blocks.

Appendix "A," in part, shall be amended as follows:

A.3 Both parties agree that participation in the physical fitness program is voluntary. The Employer and the Guild encourage participation in the fitness program by members. Training, exercising, and general conditioning in preparation to take the physical fitness test shall be on an individual and voluntary basis without compensation. The Employer agrees to offer the physical fitness test twice per year in 2021 and 2022, once in the spring and once in the fall of each year. The test will be conducted during work hours and the testing dates will be published to the members by January 31 of each year. This on-duty status during the testing process shall protect members against loss of pay for time off work due to any injury sustained while participating in the fitness test. Members who wish to participate in the fitness test shall be required to sign the general liability waiver set forth in B.8.

A.6 ...The test will be offered twice each cycle year and it is the individual employee's responsibility to be trained and available for one of the scheduled opportunities. Individual tests will not be arranged. In this manner, a commissioned employee would have two opportunities (spring and fall) to successfully pass the test, which would ensure the 1% fitness incentive for the following cycle year. An employee who fails to pass either test shall be eligible to receive the 1% up until November 30th. He/she may take the test the following year, but upon passing, the 1% incentive pay shall be effective at the commencement of the next cycle year, December 1st.

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.

Signature in Counterpart and Facsimile Procedures: 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 signatures of the applicable parties below:

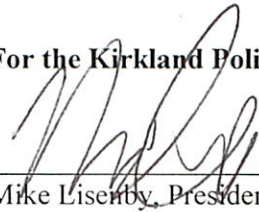
Signed this 27th day of January, 2021.

For the City:

 2/7/21

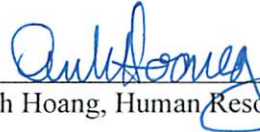
Kurt Triplett, City Manager

For the Kirkland Police Guild:

 1/27/21

Mike Lisenby, President

As Negotiated:


Anh Hoang, Human Resources Director

 #635 1/27/21
Russell Kaufman, Guild Secretary

Approved as to Form:


Kevin Raymond, City Attorney