



**Memorandum of Understanding**  
to the  
Agreement  
by and between  
**City of Kirkland**  
and  
**Kirkland Police Guild**  
Representing  
**Support Staff**

**Re: Alternative Work Schedule During Pandemic**

**October 23, 2020**

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This Memorandum of Understanding ("MOU") is supplemental to the collective bargaining agreement ("CBA") by and between the CITY OF KIRKLAND, WASHINGTON, ("Employer" or "City"), and the KIRKLAND POLICE GUILD representing SUPPORT STAFF ("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.
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. No alternate schedule will be established if, by its design, it would result in the requirement for the payment of overtime under the Fair Labor Standards Act (FLSA).

4. Alternate schedules will be established by written mutual agreement between the employee and the supervisor/manager. If no agreement is reached, the employee's current schedule will remain as is unless changed by the Chief under terms of the CBA.
5. 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.
6. Hours dedicated to childcare will not be considered time spent working and will not be claimed by the employee as work time.
7. Alternate work schedules may be altered or revoked by the City in accordance with the terms of Article 6 of the CBA, unless the timelines of Article 6.1 and 6.2 are waived by mutual agreement.
8. The Chief 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.
9. 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.
10. If requested, the City and Union will immediately schedule a labor management meeting to attempt to resolve any disagreement regarding alternate work schedules for Support Staff.

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 may include alternate 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 health insurance 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 an alternate work schedule of reduced hours (less than full time) 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 20 day of October 2020.

**City of Kirkland**

By:  11/20/2020  
Kurt Triplett, City Manager

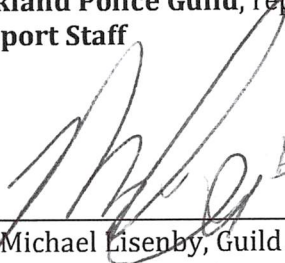
Labor Relations Review:

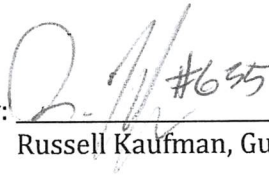
By:   
Anh Hoang, Human Resources Director

Approved as of Form:

By:   
Kevin Raymond, City Attorney

**Kirkland Police Guild, representing Support Staff**

By:  #392  
Michael Lisenby, Guild President  
11-10-20

By:  #635 11-12-20  
Russell Kaufman, Guild Vice President  
SECRETARY