

**Memorandum of Understanding
To the Agreement by and between
the City of Kirkland
and
Kirkland Police Guild
representing
COMMISSIONED STAFF**

January 1, 2023 through December 31, 2025

Holiday Compensation for the City-Run 4th of July Event

This Memorandum of Understanding (“MOU”) is supplemental to the Collective Bargaining Agreement (“CBA”) by and between the City of Kirkland, Washington (“Employer”) and the Kirkland Police Guild, representing COMMISSIONED STAFF (“Guild”).

Background and Purpose

1. The City of Kirkland puts on an annual City-run 4th of July parade. As part of the City’s staffing for the event, there are a number of overtime opportunities available to Guild employees.
2. The City’s overall staffing needs for the event, since it originally became a City-run event in 2023, have expanded over the past several years as the event has expanded in scope.
3. In the current CBA, voluntary overtime worked on the 4th of July is paid at one-and-one-half times the employee’s hourly rate. If an employee is mandated in to work overtime on the 4th of July, they are paid at two times their hourly rate.
4. The difference in pay between voluntary and mandatory overtime on the 4th of July holiday has also created a scenario where those who volunteer to work an overtime shift are paid less than those who are mandated to work an overtime shift.
5. Given the specific staffing needs for the City-run 4th of July event and to allow for smoother planning for the staffing needed for the event, the City and the Guild have agreed to the Terms and Conditions outlined below.

Terms and Conditions

Article 11.5 of the parties’ CBA speaks to Holiday Compensation and states the following:

11.5 HOLIDAY COMPENSATION

Employees who are assigned to work on the Holidays in Article 11.1 designated as the “Actual” date, (excluding Floating Holidays) shall be eligible for overtime compensation at one and one-half (1 ½) times the employee’s hourly rate for the number of hours actually worked on the specified holiday. Employees who are

called in to work on the Holiday (otherwise not regularly scheduled or required to work) shall be eligible for overtime compensation at two (2) times the employees' hourly rate for the number of hours worked on the specified holiday. Any non-patrol employee called in to work on the Holiday shall have their holiday hours returned to their holiday bank and used in accordance with Section 11.3.

The parties have met and conferred regarding this provision and agree to replace Article 11.5 of the CBA with the following provision:

11.5 HOLIDAY COMPENSATION

Employees who are assigned to work on the Holidays in Article 11.1 designated as the "Actual" date, (excluding Floating Holidays) shall be eligible for overtime compensation at one and one-half (1 ½) times the employee's hourly rate for the number of hours actually worked on the specified holiday. Employees who are called in to work on the Holiday (otherwise not regularly scheduled or required to work) shall be eligible for overtime compensation at two (2) times the employees' hourly rate for the number of hours worked on the specified holiday. Any non-patrol employee called in to work on the Holiday shall have their holiday hours returned to their holiday bank and used in accordance with Section 11.3.

11.5.1 Holiday Compensation on the 4th of July

Employees who sign up or are called in to work on the 4th of July (otherwise not regularly scheduled or required to work) shall be eligible for overtime compensation at two (2) times the employee's hourly rate for the number of hours worked on the 4th of July.

When a non-essential employee signs up or is called in to work on the 4th of July (otherwise not regularly scheduled or required to work) during their normal work hours, they will be paid two (2) times their hourly rate for the number of hours worked on the 4th of July and utilize holiday leave or comp time for the remainder of their workday.

When a non-essential employee signs up or is called in to work on the 4th of July (otherwise not regularly scheduled or required to work) outside of their normal work hours, they will utilize holiday leave or comp time for their normal hours and then be paid two (2) times their hourly rate for the number of hours worked on the 4th of July.

All 4th of July overtime that is scheduled by sign up must be pre-approved by the Chief of Police or their designee.

In all other respects, the CBA between the parties will remain unchanged.


The parties agree that nothing contained in the MOU creates a past practice and that this MOU is not precedent setting in any way.

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 provisions of the CBA.

This MOU may be executed in counterparts and when signed by all parties, shall be binding upon the parties. Transmission of this MOU by 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 the MOU as evidenced by the signature of the applicable parties below:

City of Kirkland

By: 
Kurt Triplett, City Manager

Date: 05/13/2026

Kirkland Police Guild Support Staff

By: 
Brian Frankeberger (May 13, 2026 16:19:05 PDT)
Brian Frankeberger, President

Date: 05/13/2026


Kevin Hansen (May 13, 2026 16:09:48 PDT)
APPROVED AS TO FORM
City Attorney


LABOR RELATIONS REVIEW
Human Resources Director