

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

**Independent Force Investigation Team Compensation**

**January 1, 2023, through December 31, 2025**

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This Memorandum of Understanding (“MOU”) is entered into to document the mutual agreement between the City of Kirkland, Washington (“Employer”) and the Kirkland Police Guild—Commissioned Staff (“Guild”). This MOU supplements and modifies the parties’ 2023-2025 Collective Bargaining Agreement (“CBA”).

The parties’ CBA, Section 9.3.3, contains language providing specialty pay benefits for detectives assigned to the independent force investigation team (“IFIT”). It currently states:

9.3.3 Detectives, including assigned supervisors, shall receive a 5% (five percent) premium added to the monthly rate of pay of the employee’s current classification. Detectives assigned to IFIT shall receive one (1) hour of overtime for each day they perform any IFIT duties, including IFIT training. All increases are retroactive and effective January 1, 2023.

In an effort to clarify the current language contained in CBA and resolve a dispute between the parties, the parties agree to replace the current CBA, Section 9.3.3., with the following provision:

9.3.3 Detectives, including assigned supervisors, shall receive a 5% (five percent) premium added to the monthly rate of pay of the employee’s current classification. Detectives assigned to IFIT shall receive one (1) hour of overtime for each day they perform any substantive IFIT duties, including IFIT training. All increases are retroactive and effective January 1, 2023.

9.3.3.1 For purposes of this subsection, “assigned to IFIT” means those detectives who are included on IFIT Command’s approved IFIT roster as Investigators, Lead Investigators, and/or Supervisors, having met the requirements of IFIT and any applicable statutory and administrative rules. Detectives not assigned to IFIT who are called out to assist with basic investigative tasks, such as canvassing or scene security, are not eligible for the IFIT specialty pay but remain eligible for any normal overtime compensation as required by the CBA.

9.3.3.2 The Chief of Police or their designee maintains the ability to approve compensation for other detectives not listed on the IFIT roster based on exigent circumstances and the significance of a detective’s assigned role.

9.3.3.3 For purposes of this subsection, “substantive IFIT duties” includes those tasks and responsibilities as assigned by an IFIT supervisor

and/or commander directly related to an IFIT investigation and/or training.


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 this MOU as evidenced by the signatures of the applicable parties below.

**CITY OF KIRKLAND**

By:  11/14/23  
Kurt Triplett, City Manager      Date


**KIRKLAND POLICE GUILD  
COMMISSIONED STAFF**

By:  11/14/2023  
By: Brian Frankeberger (Nov 14, 2023 10:53 PST)  
Brian Frankeberger, Guild President      Date

**APPROVED AS NEGOTIATED**

  
Truc Dever (Nov 6, 2023 08:55 PST)  
Truc Dever, Human Resources Director

**APPROVED AS TO FORM**

  
Darcey Eilers (Nov 6, 2023 09:31 PST)  
Darcey Eilers, Sr. Assistant City Attorney

11/14/2023