

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

Replacement of Proximity Housing Premium and Electric Take-Home Vehicles

December 2023

This Memorandum of Understanding (“MOU”) is entered into to document the mutual agreement between the City of Kirkland (“City” or “Employer”), and the Kirkland Police Guild - Commissioned Staff (“Guild” or “Union”). This MOU is an update of the parties’ prior MOU executed May 22, 2023, titled “Proximity Housing Premium and Electric Take-Home Vehicles MOU.”

RECITALS

- 1) The purpose of this MOU is to modify the City’s electric take-home vehicle program and/or a proximity housing premium for Guild members to ensure the program matches the parties’ expectations.
- 2) Section B(9) of the parties’ May 2023 MOU states that, “The parties will meet to find a reasonable solution to any changes in an employee’s circumstances not specifically contemplated by this MOU regarding the proximity housing premium, the personal electric vehicle premium, or the provision of a City-provided electric take-home vehicles.”
- 3) The parties have identified that the May 2023 MOU does not address situations where an employee is on a long-term unpaid leave or where an employee receiving a stipend separates from service. The parties have agreed to substitute and replace the May 22, 2023 MOU with this MOU.

AGREEMENT

Now, therefore, the parties agree that this MOU replaces the May 2023 MOU on the same subject matter, with substantive new sections shown in bold:

A. Purpose

- 1) The purpose of this MOU is to implement an electric take home vehicle program and/or a proximity housing premium for all bargaining unit members, except for the K-9 handler and Motorcycle Officer(s), during the term of this MOU.
- 2) City procured the electric take-home vehicles through a three-year lease that begins on July 1, 2023, and ends on June 30, 2026. At the termination of the current CBA in 2025, the program will be evaluated to determine if it continues to provide sufficient benefit to employees and the City of Kirkland. The MOU is subject to expiration, unless this MOU and program are explicitly extended or replaced by a mutual written agreement of both parties. Specifically, this MOU and the electric take-home vehicle program will expire on June 30, 2026, corresponding with the expected end of the three-year lease term, provided that if the majority of leases begin later than July 1, 2023, then this MOU will instead expire

when the majority of the three-year leases expire.

B. Program Details

1) *Proximity Housing Premium:*

- a. Beginning July 1, 2023, all bargaining unit members who live in a Proximity City will receive a \$500.00 per month proximity housing premium on their paychecks while they live within a Proximity City.
- b. The proximity housing premium will cease being paid upon expiration of this MOU.

2) *Electric Take-Home Vehicle:*

- a. Beginning July 1, 2023, all bargaining unit members, except those members who live within a Proximity City and those members who receive a Department Issued Take-Home Vehicle, will receive an electric take-home vehicle for commuting purposes.
- b. If the Employer is not able to provide a bargaining unit member a vehicle by July 1, 2023, the Employer will provide a credit of \$500.00 per month to those members until a vehicle can be provided. This \$500.00 per month credit will become a lump sum payment that will be paid to the member when the member receives their electric take-home vehicle.
- c. Electric take-home vehicles will remain the property of the Employer but will be assigned to members per this MOU. Assignment of a specific vehicle is neither a privilege nor a right of any member. The City reserves the right to exchange assigned vehicles as reasonably necessary in order to maintain the integrity of lease terms. Employees are expected to keep their cars clean, but the City will work with the Guild in the event that assigned vehicles are exchanged and one is in need of significant cleaning.
- d. Bargaining unit members assigned an electric take-home vehicle shall have the responsibility of ensuring the vehicle is sufficiently charged to commute to and from work. The Employer will be unable to provide sufficient charging capacity at the Kirkland Justice Center to charge each vehicle. The Employer will provide to each member assigned a City-provided electric take-home vehicle a one-time reimbursement up to \$500 towards the cost of installing charging equipment at the member's residence. Members must provide the Employer sufficient documentation of expenses incurred to receive reimbursement.
- e. Upon expiration of this MOU or upon any other circumstances requiring return or surrender of the vehicle, the member must return the vehicle to the Employer on the date specified by the Employer.

3) *Personal Electric Vehicle Premium:*

- a. Those bargaining unit members who would be eligible for an electric take-home vehicle under the provision of this MOU who can show the Employer proof of a privately owned or leased fully electric vehicle that they currently use for commuting may elect to receive a \$500.00 per month electric vehicle premium in lieu of an Employer provided electric take-home vehicle for as long as the member continues to

use a private fully electric vehicle to commute to work.

b. The private electric vehicle premium will cease being paid upon expiration of this MOU.

4) *Changes in Circumstance:*

- a. The parties will meet to find a reasonable solution to any changes in an employee's circumstances not specifically contemplated by this MOU regarding the proximity housing premium, the personal electric vehicle premium, or the provision of a City-provided electric take-home vehicles.
- b. For any change in circumstances resulting in the employee being paid a premium, the member must provide the Employer with at least two weeks' notice of their changed circumstances (*e.g.*, new residency, notice of intent to commute in a personal electric vehicle, etcetera) for the member to then receive the premium payment on their next regular paycheck.
- c. If a member subsequently becomes eligible to receive an electric take-home vehicle, the Employer will provide an electric take-home vehicle within a reasonable time, factoring in leasing efforts and vehicle acquisition. **If an electric take-home vehicle is not available when a member becomes eligible to receive one and the member gave the Employer at least 30 days' notice of the change in circumstances, then the member will receive a substitution payment of \$250 per pay period until the Employer provides an electric take-home vehicle.**
- d. If a member subsequently becomes ineligible to receive an electric take-home vehicle, the member must promptly return the vehicle to the Employer.
- e. **If a member is placed on Leave Without Pay (LWOP) status in excess of thirty (30) days, the member must return any assigned City-issued vehicle to the Employer and will no longer receive any proximity housing premium or in-lieu electric vehicle premium until the first month after they return to paid status. If a member is approved for LWOP for less than 30 days, the Chief or designee will indicate whether the City-issued vehicle must be returned to the Employer.**
- f. **If a member separates from employment with the City during the first pay period of any month, the proximity stipend or in-lieu electric vehicle premium the member receives will be \$250 for that month.**
- g. Specific Scenarios:
 - i. Any member who moves into a Proximity City after July 1, 2023, will receive the proximity housing premium on their regular paycheck starting the first month following their residency in the Proximity City or after timely notice. Upon relocating to a Proximity City, the member will no longer be eligible to receive an electric take-home vehicle because they will be receiving the proximity housing premium.
 - ii. For any member receiving the proximity housing premium who then moves out of a Proximity City, the proximity housing premium will cease following their residency in the new location. The member must notify the Employer in writing within 14 days of their new address, and the member will then be eligible to receive an electric

take-home vehicle.

- iii. If a member receiving the personal electric vehicle premium ceases using their private fully electric vehicle for commuting to work, the member must notify the Employer within 14 days, and the \$500 per month premium will cease. The member will again be eligible to receive an electric take-home vehicle.
- iv. If a member assigned an electric take-home vehicle subsequently acquires a privately owned or leased fully electric vehicle to use for commuting to work, the member may then elect to return their Employer provided electric take-home vehicle and instead receive the personal electric vehicle premium for as long as the member continues to use the private fully electric vehicle to commute to work. A member will receive the personal electric vehicle premium starting the first month after providing the Employer proof of the privately owned or leased fully electric vehicle that they will use for commuting.

C. General Provisions

- 1) The parties agree that nothing contained in this MOU creates a past practice and that the MOU is not precedent setting in any way.
- 2) This MOU, when signed by all representative 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.
- 3) 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(s) of the applicable parties below. This MOU and program will expire as provided in Section A.
- 4) **This MOU replaces the May 2023 MOU titled "Proximity Housing Premium and Electric Take-Home Vehicles MOU." Upon the effective date of this MOU, the May 2023 MOU ceases to be effective.**

FOR THE CITY:

 12/18/23
 Kurt Triplett, City Manager Date
 City of Kirkland

FOR THE GUILD:

 Dec 15, 2023
 Brian Frankeberger (Dec 15, 2023 16:07 PST) Date
 Brian Frankeberger, President Date
 Kirkland Police Guild

Approved as Negotiated:


 Truc Dever (Dec 15, 2023 13:58 PST)
 Truc Dever, Human Resources Director

Approved as to Form:


 Darcey Eilers (Dec 15, 2023 14:24 PST)
 Darcey Eilers, Sr. Assistant City Attorney











Electric Vehicle MOU - Revisions for Changes in Circumstances-Final


Final Audit Report

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