

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

**Reinstatement**

**January 1, 2024 – 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 (“City” or “Employer”) and the Kirkland Police Guild – Commissioned Staff (“Guild”). This MOU supplements and modifies the parties’ 2023-2025 Collective Bargaining Agreement (“CBA”).

- (1) The parties’ CBA, Section 8.3, addresses “Loss of Seniority” upon separating from employment and includes language on employees being re-employed following the loss of seniority. It currently states:

**8.3 LOSS OF SENIORITY**

An employee will lose seniority rights by and/or upon:

8.3.1 Resignation.

8.3.2 Discharge.

8.3.3 Retirement.

8.3.4 Layoff / Recall list of more than fourteen (14) consecutive months, consistent with Article 8.14.

8.3.5 Medical Reinstatement / Recall list of more than twenty-four (24) consecutive months, consistent with Article 8.14.

8.3.6 Failure to respond to an offer of recall to former or comparable employment.

Employees who are re-employed following the loss of their seniority, shall be deemed a newly hired employee for all purposes under this Agreement, except if an employee is recalled consistent with Article 8.14 and the timelines therein, they shall regain the seniority that they had as of their last date of employment

- (2) In an effort to encourage those employees who have resigned from this department and wish to return within a timely period, the parties agree to replace Section 8.3 of the current CBA with the following provision:

**8.3 LOSS OF SENIORITY**

8.3.1 An employee will lose seniority rights by and/or upon:

8.3.1.1 Resignation, except as provided in Section 8.3.2.

8.3.1.2 Discharge.

8.3.1.3 Retirement.

8.3.1.4 Layoff / Recall list of more than fourteen (14) consecutive months, consistent with Article 8.14.

8.3.1.5 Medical Reinstatement / Recall list of more than twenty-four (24) consecutive months, consistent with Article 8.14.

8.3.1.6 Failure to respond to an offer of recall to former or comparable employment.

- 8.3.2 Employees who are re-employed following the loss of their seniority, shall be deemed a newly hired employee for all purposes under this Agreement, except:
  - 8.3.2.1 if an employee is recalled consistent with Article 8.14 and the timelines therein, they shall regain the seniority that they had as of their last date of employment.
  - 8.3.2.2 if an employee resigns but is reinstated to the Department according to Civil Service Rules within 12 months of their last day of employment, they shall retain the seniority that they had as of their last date of employment.
- 8.3.3 For purposes of section 8.3.2, a re-employed employee will:
  - 8.3.3.1 retain their pre-existing personnel/badge number.
  - 8.3.3.2 return at the same salary level as their last date of employment with the Department for purposes of "hire-in" rates under Article 9.2.
  - 8.3.3.3 retain years of employment service based on their total length of service with the department for purposes of longevity pay, under Article 9.4, and vacation accrual, under Article 12.1, but no service credit or leaves shall accrue during the period of time they were not employed by the City of Kirkland.
  - 8.3.3.4 will be considered upon hire to have completed the one-year period for accruing sick leave hours under Article 13.1.1 and will have their unused sick leave bank reinstated and available for immediate use, except for any hours previously cashed out or in excess of the maximum in Article 13.1.1. Any employee previously provided a cash out under Article 13.2.3 will not be entitled to another cash out conversion, except for the difference, if any, in the amount originally cashed out and the maximum amount to be cashed out under the CBA at the time of the employee's second separation.
  - 8.3.2.1 if reinstated under 8.3.2.2, return to the department at the officer rank, unless they resigned as a supervisor in good standing, in which case the Chief has the right but not the obligation to reinstate the employee as a supervisor if there is a supervisor vacancy at the same rank and no active eligibility list for the position.

- (3) For clarity, the parties acknowledge that, consistent with current CBA and policy language, a reinstated employee will be front-loaded holiday leave time at a prorated rate (Article 11.2) and will be eligible for specialty and auxiliary positions as applicable (Article 7.4).
- (4) The parties' MOU on lateral hiring bonuses does not apply to the reinstatement of an employee; as a result, no lateral hiring bonus will be paid to a reinstated employee and no lateral incentive payment will be paid to any member of the bargaining unit when a reinstated employee is hired.
- (5) 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 a parties' original

signature shall be considered an original signature and shall be binding upon the signatory.

- (6) 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.
- (7) This MOU is effective immediately upon signature by all representatives, and it will expire upon the effective date of the successor agreement to the parties' 2023-2025 Collective Bargaining Agreement.

**CITY OF KIRKLAND**

  
\_\_\_\_\_  
Kurt Triplett  
City Manager

*2/7/24*  
\_\_\_\_\_  
Date


**KIRKLAND POLICE GUILD  
COMMISSIONED STAFF**

  
\_\_\_\_\_  
Brian Frankeberger (Feb 6, 2024 17:14 PST)  
Feb 6, 2024

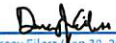
\_\_\_\_\_  
Brian Frankeberger  
Guild President

\_\_\_\_\_  
Date

**APPROVED AS NEGOTIATED**

  
\_\_\_\_\_  
Julie Underwood (Feb 1, 2024 09:19 PST)  
Human Resources Director

**APPROVED AS TO FORM**

  
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Darcey Eilers (Jan 30, 2024 17:11 PST)  
Sr. Assistant City Attorney