

Memorandum of Understanding

To the Agreement by and between

the City of Kirkland and

Kirkland Police Guild Commissioned Staff

Working Out on Duty

March 17, 2021

The Memorandum of Understanding, (MOU) is entered into to document the mutual agreement between the City of Kirkland, hereinafter referred to as the Employer, and the Kirkland Police Guild – Commissioned Staff, hereinafter referred to as The Guild. This MOU supplements and modifies the 2020-2022 Collective Bargaining Agreement, (CBA) and become effective immediately upon all represented signatures being attached to.

This program continues to be a pilot program to encourage employees to maintain or improve physical fitness and/or mental well-being. At the termination of this current CBA, 2022, the program will be evaluated to determine if it continues to provide benefit to employees and the City of Kirkland.

Employees may be allowed up to three, (3), hours per work week to exercise on duty at the Kirkland Justice Center or Kirkland City Hall workout facilities. In no event will employees be allowed to take more than one, (1), total hour for exercise time on any workday. Employees may only exercise on duty when they have received approval from their supervisor.

Patrol Officers should be able to respond to a call within minutes if they are exercising on duty. This means they have their uniform and equipment readily available and do not need to shower before returning to work. They can take their vest and gun belt off to facilitate their workout but again, this is not to be construed as their primary means of physical fitness. It is for our officers' overall physical and mental wellbeing. Working out on duty shall not be authorized for the last hour of an employee's shift or during their respective shift briefings. All other units are to report to their supervisor in their appropriate work attire (uniform or business attire) at the beginning of their shift.

When considering a request by an employee to exercise on duty, the supervisor shall take into consideration the level of staffing, workload, and ability to respond to calls for service if needed and any other condition that may affect the delivery of police services. A log must be kept of all employees that work out on duty that includes the name of the officer(s), how often and for how many hours. Any employee who utilized the work out on duty program, must participate in one of the two PFAT offered during the year. Failure to participate in either of the scheduled PFAT opportunities will lead to suspension of one's ability to participate in working out on duty until the employee participates in an upcoming PFAT opportunity. Employees may not grieve the denial or suspension of working out on duty privilege by a supervisor.

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

This MOU, when signed by all representative parties, shall be binding upon the parties. Transmission of this MOU by Fax or 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 evidence by the signature(s) of the applicable parties below:



Kurt Triplett, City Manager



Date



Anh Hoang, HR Director




Date



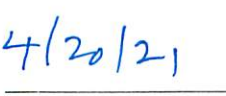
Brian Frankeberger, Pres. Police Guild



Date



Kevin Raymond



Date

City Attorney, As to Form