

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

January 1, 2023 through December 31, 2025

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 NON-COMMISSIONED STAFF, ("Guild").

Article 9.9 of the parties' CBA provides for a bilingual incentive, and states the following:

9.9 BILINGUAL INCENTIVE

The City recognizes the benefits of having members who are bilingual to serve as interpreters when necessary. Employees certified by the Department to provide translator services shall be paid a stipend of \$75 per pay period (\$150 per month). The Employer reserves the right to establish the number of employees eligible for certification. The City and the Guild agree to meet and confer regarding the eligible languages, selection, certification criteria, and testing costs for the bilingual incentive. A certified Employee reserves the right to opt out of providing translator services by giving a two-week written notice to the Employer, which would result in the discontinuation of the stipend.

The parties have met and conferred regarding this provision, and in order to implement bilingual pay for eligible employees, have agreed to the following terms and conditions:

1. **Number of Employees Eligible.** The Employer continues to reserve the right to establish the number of employees eligible for certification.
2. **Eligible Languages.** The City will select eligible languages utilizing the City of Kirkland's Title VI Plan, Census data, and data regarding the Police Department's use of Language Line services. The City will periodically review to determine if there is a need to modify the eligible languages based on changes in this data. If changes are made, they may be made in policy without updating this MOU. As of the effective date of this MOU, the following languages will be eligible for Bilingual Incentive:
 - a. Spanish
 - b. Portuguese
 - c. Mandarin Chinese
 - d. Russian
 - e. Arabic
3. **Selection Certification Criteria.** In order to qualify for the Bilingual Incentive, employees must pass a speaking and listening exam in the language of certification. The Employer will identify the testing service to be used, and will determine the passing score consistent with the recommendations of the test provider. At the time of this MOU, the

testing provider identified is ALTA, and the passing score on their speaking and listening exam is a 9 out of 12 (representing ability to successfully handle in-depth conversations in the target language, on a broad range of subjects and at a normal rate of speech).

4. **Testing Costs.** The Employer will pay for one test attempt for each employee. After the first test attempt, the employee may continue to test at their own expense.
5. **Requirement to Use.** In order to maintain the Bilingual Incentive, an employee must be ready and willing to assist in the language of certification as needed. This may include assisting in the language of certification in the course of the employee's normal job duties. This may also include assisting other employees in the Police Department or City in providing customer service, translation, or similar tasks in the language of certification.
 - a. Once a period of absence from work exceeds 90 days and unless otherwise prohibited by law, the Bilingual Incentive pay will pause and will continue once the employee has returned to work.
 - b. If an employee refuses to use the language of certification or otherwise demonstrates that they are not ready and willing to assist in the language of certification, the Chief may, in her sole discretion, pause or remove the Bilingual Incentive pay.
6. **Certification in Multiple Languages.** An employee may attempt to certify in multiple languages. However, only one bilingual incentive will be paid, regardless of the number of languages certified, and only one test attempt will be paid for by the Employer.
7. **Recertification.** Once an employee has passed the language test, the scores will be considered valid for a period of two (2) years. The Employer may require recertification testing once test scores are no longer valid, as defined above. In such cases, the Employer will pay for one recertification test attempt. After the first recertification test attempt, the employee may continue to test at their own expense.
8. **Effective Date of Bilingual Incentive.** An employee will begin receiving Bilingual Incentive the first pay period following the date that a passing test score is provided to the Employer.
9. **Discontinuation of Bilingual Incentive.** An employee may opt out of the Bilingual Incentive at any time by giving two-week written notice to the Employer, in which case the Bilingual Incentive will terminate the first day of the pay period following the two-week notice. The Bilingual Incentive may also be discontinued as provided in Section 5 above, in which case the pay will be discontinued effective immediately or at the end of the pay period.
10. **Data Tracking.** An employee may be asked by their supervisor to track their time spent providing services in their language of certification. The intention of data tracking is to gather general data regarding the effectiveness of the program.

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.

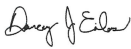
This MOU may be executed in counterparts and when signed by all parties, shall be binding upon the parties. Transmission of this MOU by email showing the original signature of a party shall be considered an original signature and shall be binding upon the signatory party.

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: 7/1/25



APPROVED AS TO FORM
City Attorney

Signature: 

Email: bbascom@kirklandwa.gov

Kirkland Police Guild Support Staff

By: **Brian Frankeberger**
Brian Frankeberger, President

Date: 7/1/2025


LABOR RELATIONS REVIEW
Human Resources Director

Signature: Brian Frankeberger
Brian Frankeberger (Jul 1, 2025 10:15 PDT)

Email: bfrankeberger@kirklandwa.gov