

**Memorandum of Understanding  
to the Agreement by and between City of Kirkland and  
Public Safety Employees Union #519**

**Lateral Hiring Incentive  
2023-2025**

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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 Public Safety Employees Union #519 (PSEU). This MOU is supplemental to the parties' 2023-2025 Collective Bargaining Agreement ("CBA").

1. The parties mutually recognize the importance of having a competitive stance in the current law enforcement labor market in order to attract lateral Police Officer applicants. The Employer has implemented a program to assist in achieving this objective. To recognize the efforts of employees who refer friends and associates to consider employment opportunities with the Kirkland Police Department, the Employer will implement a Lateral Police Officer Hiring Incentive program as follows.
2. For each Lateral Police Officer hired during the calendar year who receives a lateral hiring bonus consistent with the Employer's MOU with the Kirkland Police Guild Commissioned Staff, the Employer will fund a retention incentive account with \$100 dollars for every qualifying member of PSEU. The account total will be distributed to eligible Commissioned employees at the beginning of the following year in one of the regular pay periods in March 2024 or January 2025. To be eligible to receive an equal share of this retention incentive, an employee must have completed at least five (5) years of employment and be a KPD Commissioned Lieutenant as of December 31<sup>st</sup> of that calendar year.
  - a. Example: KPD hires two lateral hires in 2023. The retention incentive account is funded with \$200 per member of PSEU. This total amount will be distributed as noted above for those currently employed as of December 31, 2023, and who have completed five years of employment.
3. In the event a Lateral Hire voluntarily leaves employment or is terminated for cause and is required to repay a portion of the hiring bonus, the Employer will still, in good faith, fund the retention incentive account for the full amount.
4. Lateral Police Officer means entry into the Police Department by a new hire already trained and experienced in law enforcement at the Police Officer level. The lateral hire must have successfully completed a Police Basic Training Academy curriculum that meets Washington Administrative Code (WAC) 139-05-210 requirements and is recognized by the Washington State Criminal Justice Training Commission in their reciprocity summary. They must have a minimum of 12 months full-time service (current employment preferred) as a sworn municipal, county, or state patrol Officer. The 12-month requirement starts upon graduation of an academy and subsequent certification. The Officer must be able to obtain a valid Washington State Driver's License by time of hire.
5. This is a pilot program, and the City reserves the right to discontinue or continue the Lateral Police Officer Incentive program at the conclusion of the PSEU 2023-2025 CBA.

6. The parties agree that nothing contained in this MOU creates a past practice and that the MOU is not precedent setting in any way.
7. 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 - arbitration provisions of the CBA.
8. 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.
9. This MOU is effective immediately upon signature by all representatives, with the terms applicable retroactive to the effective date of the parties' 2023-2025 CBA, and it shall continue in effect for the duration of the 2023-2025 CBA.
10. 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.

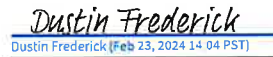
**CITY OF KIRKLAND**



Kurt Triplett, City Manager

Date 3/5/24

**PUBLIC SAFETY EMPLOYEES UNION  
#519 KIRKLAND POLICE LIEUTENANTS  
UNION**



Dustin Frederick,, PSEU Representative

Date Feb 23, 2024

**APPROVED AS NEGOTIATED**



Julie Underwood (Mar 5, 2024 16:36 PST)  
Human Resources Director

**APPROVED AS TO FORM**



Darcey Eilers (Feb 23, 2024 14:33 PST)  
Sr. Assistant City Attorney