

MEMORANDUM OF UNDERSTANDING
to the Agreement
by and between
CITY OF KIRKLAND, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
(Representing the Public Works and Parks Maintenance Employees)
LOCAL UNION NO. 763
January 01, 2023, through December 31, 2025

This Memorandum of Understanding (MOU) is entered into to document the mutual agreement between the City of Kirkland, Washington ("Employer") and Teamsters Local 763, ("Union").

ARTICLE 11 – HOLIDAYS

11.1 CITY-RECOGNIZED HOLIDAYS

Benefitted employees shall be granted the following holidays and such other days as the City Council may recognize without a reduction in pay:

<u>Holiday</u>	<u>Recognized</u>
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving Day	
Day Before Christmas Day	Last regular work day before Christmas Day
Christmas Day	December 25th
Day Before New Year's Day	Last regular work day before New Year's Day
Floating Holiday	

11.2 RELIGIOUS HOLIDAYS

Benefitted employees may also take other religious holidays off with their supervisor's approval, with or without pay, through utilization of unused vacation, comp time, or floating holiday or by making alternative work schedule arrangements. Such requests shall not be unreasonably denied.

11.3 HOLIDAY OBSERVANCE

Employees will observe holidays on the City-recognized day, except that a City-recognized holiday occurring on a Saturday shall be observed on the preceding Friday and a City-recognized holiday occurring on Sunday shall be observed on the following Monday.

For those employees on a 4/10 work schedule or other alternate schedule, when a City-recognized holiday occurs on the employee's regularly scheduled days off, the recognized holiday shall be observed on a day mutually agreeable to the employee and the Employer. The mutually agreeable day off must be observed in the same pay period as the recognized holiday.

When an employee requests to use their Floating Holiday, the request must give at least one (1) week advance notice. The employee must have completed six (6) months of employment to be eligible for their floating holiday. Granting of the Floating Holiday shall be based on departmental needs and requirements. Seniority shall prevail in granting time off in those instances where more than one (1) employee requests the same day. A Floating Holiday shall equal an eight (8) hour period. The floating holiday must be taken during the calendar year or the floating holiday will be forfeited.

11.4 HOLIDAY TIME OFF

Benefitted employees shall receive eight (8) hours holiday benefit pay in lieu of working for each holiday listed in Article 11.1 – Holidays, pro-rated to their FTE. Employees who are on a 4/10 schedule shall have the following options: 1) use two (2) hours of vacation leave or compensatory time to make a full ten (10) hour day; 2) work an additional two (2) hours at the straight-time rate during the work week to make up for the two (2) hours off on the holiday prior to any overtime hours; or 3) take two (2) hours of leave without pay for a total of 38 hours of pay for the work week.

11.5 HOLIDAY COMPENSATION

Should any work be performed by an employee on a recognized holiday, per Article 11.1, at the direction of their supervisor, the employee shall be paid at the overtime rate for such work and, in addition, shall receive eight (8) hours holiday benefit pay per Article 11.4. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

By 
Chad Baker, Secretary-Treasurer


Date 6/27/24

CITY OF KIRKLAND, WASHINGTON

By 
Kurt Triplett, City Manager

Date 8/6/24

Approved as Negotiated:


Julie Underwood, Interim Human
Resources Director

Approved as to Form:


Darcey Eilers, Senior Assistant City Attorney