

Memorandum of Understanding

To the Agreement

by and between

City of Kirkland

and

IAFF Local #2545

**August 24th 1, 2021 through December 31st,
2022**

This Memorandum of Understanding is entered into to document the mutual agreement between the City of Kirkland, Washington, hereinafter referred to as the "Employer", and the IAFF Local 2545, hereinafter referred to as the "Union" regarding Federal, State and DNR Mobilization.

Both the Employer and Union agree that in response to changes in State, Federal and Department of Natural Resources (DNR) Mobilization, and the anticipated requests for Wildland Fire Service assistance, the vital need for emergency services in the disaster regions, and the emergent nature of these wild fire requests, the Union and the City have established the following memorandum of understanding (MOU), which is supplemental to the 2021 Collective Bargaining Agreement.

1. The Kirkland Fire Department's participation in Federal, State and DNR mobilizations shall be at the sole discretion of the Fire Chief or his designee.
The minimum deployment staffing and apparatus type deployed shall meet the criteria of the requesting agency or jurisdiction and shall be consistent with current department policies.
3. Those who are deployed shall come from employees who satisfy the qualifications of the requesting agency and volunteer for the deployment; in order, as defined by the Statewide Mobilization Call-Back List; from those who meet the minimum qualifications of the assignment.
4. Those who are deployed shall serve and participate as employees of the Kirkland Fire Department, as identified in the Federal, State and DNR Mobilization requests.
5. Hours of duty are determined by the Incident Action Plan which generally requires a 2:1 work/rest ratio and may not include portal to portal. The Employees reported hourly rate is determined by the employee's hourly rate of pay at the time of deployment. These rates are defined in the collective bargaining agreement and shall be limited to those reimbursable hours defined by the Federal, State and DNR Mobilization agreement.
6. The employer shall provide training and equipment necessary for deployment. Likewise, Employees shall be proficient with such tools/equipment and complete the necessary training prior to any deployment.

This Memorandum of Understanding is written exclusively for the purpose of outlining the agreement between the parties for deployment of personnel responding to Federal, State, or DNR Mobilizations. By its agreement, it does not set any precedent nor establish "past practice" with regards to any collective bargaining laws or other non-wildland statewide mobilizations. And unless otherwise agreed, this agreement will expire on December 31, 2022, or when a successor agreement has been reached, whichever is first.

This MOU may be executed in counterparts, and, when signed by all parties, shall be binding upon the parties. Transmission of the MOU by facsimile machine or email showing the original signature of a party shall be considered an original signature and shall be binding upon the 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 evidenced by the signatures of the applicable parties below:

City of Kirkland

IAFF Local #2545

By:


Kurt Triplett, City Manager

By:


Justin Becker, President

Date:

4/27/22

Date:

8/24/21

N/A

APPROVED AS TO FORM
City Attorney



LABOR RELATIONS REVIEW
Director of Human Resources and
Performance Management