

**Memorandum of Understanding
to the Agreement by and between City of Kirkland and
IAFF Local #2545**

Fire Prevention

This Memorandum of Understanding is entered into to document the mutual agreement between the City of Kirkland, Washington ("Employer") and the IAFF Local 2545 ("Union") regarding changes to the Fire Marshal position and the addition of a Battalion Chief ("BC") of Administration. This Memorandum of Understanding ("MOU") is supplemental to the parties' Collective Bargaining Agreement ("CBA").

A. Background

1. Article 31 of the CBA covers the Fire Prevention Bureau and includes the Fire Marshal position, the Assistant Fire Marshal position, and the promotional processes for both.
2. The Fire Marshal position is currently a Battalion Chief-level position. When vacancies occur, the Fire Chief selects from existing Battalion Chiefs or from the Battalion Chief eligibility list. If both of these avenues are exhausted, the Employer and the Union can agree on modifications to the promotional requirements.
3. The Fire Marshal position has not had a long-term incumbent since October 2023.
4. The Assistant Fire Marshal position is a Captain-level position that is hired from existing Captains or from the Captain eligibility list. Similar to the Fire Marshal, if both of these avenues are exhausted, the Employer and the Union can agree on modifications to the promotional requirements. There are no specific eligibility requirements unique to this position (e.g., no requirement to have experience as a Fire Inspector).
5. The Fire Prevention Bureau currently has one Fire Marshal position and one Assistant Fire Marshal position.
6. Additionally, the Fire Prevention Bureau added a Deputy Chief of Prevention in 2026, with the first incumbent to that position hired in April 2026. That position is providing key strategy and policy-level support to the Bureau.
7. In addition to the Fire Prevention positions mentioned above, Article 33 of the CBA covers the Emergency Medical Services ("EMS") Officer position, which is a Captain-level position. There is currently one EMS Captain position.
8. With the addition of the Deputy Chief of Prevention position, the Employer and the Union have identified a mutual benefit in restructuring the Bureau and providing for more operational and logistics support elsewhere in the Department.
9. Specifically, the Employer and the Union have identified an opportunity to restructure in such a way that there is no net loss and no net increase in the overall number of Battalion Chiefs and Captains. The Fire Marshal Battalion Chief position and EMS Captain positions will sunset; in their place, a Battalion Chief of EMS and Logistics will be created and a second Captain-level Assistant Fire Marshal position will be created.

B. Terms and Conditions

The parties agree to the following terms and conditions:

1. Effective as soon as is practicable, the Fire Prevention Bureau will be restructured. The existing Fire Marshal position will be sunset and will be replaced by an Assistant Fire Marshal position. The title of Fire Marshal will be assigned to the Deputy Chief of Prevention for all official purposes (for example, for the City's Washington Surveying and Rating Bureau rating; for any purposes designated in the Kirkland Municipal Code; and similar). The City reserves all management rights regarding assignment of the Fire Marshal title to the Deputy Chief of Prevention or to another position, at the discretion of the Fire Chief.
2. The Deputy Chief of Prevention, or other position designated as the Fire Marshal, will provide executive leadership and strategic direction to the Fire Prevention Bureau. Sample duties of the position include but are not limited to: policy development, budget administration, community risk reduction strategy, organizational performance, and coordination with City leadership. The position does not routinely perform inspections, plan reviews, investigations, or direct supervision of inspectors.
3. The Assistant Fire Marshal position will be responsible for the operational management of the Bureau, including but not limited to: supervision of Fire Inspectors and investigators, plan review, inspections, investigations, public education programs, code enforcement activities, and daily service delivery. Assistant Fire Marshals serve as the primary technical experts and operational leaders of the Bureau.
4. Nothing in items 2 or 3 shall be construed to limit or alter the City's management rights in any way.
5. The promotional process for the Assistant Fire Marshal position will be revised to reflect the specific skills and expertise needed to be successful in the role.
6. Additionally, effective as soon as practicable, the EMS Captain position will be sunset and will be replaced by a Battalion Chief of Logistics and Administration.
7. To accomplish the changes outlined above, the parties agree to revise Section 31.4, Section 31.5, and Article 33 of the CBA, and to replace them with the following provisions:

Section 31.4 Assistant Fire Marshal: When the staffing level in the Fire prevention Bureau increases above the current staffing level, two Fire inspectors (Inspector/Deputy Fire Marshal), the position of Assistant Fire Marshal shall be established; The position of Assistant Fire Marshal is established. The Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for the position of Assistant Fire Marshal; and that applicants for the vacancy shall come exclusively from within the bargaining unit.

~~Assistant Fire Marshal's typical assignment is 48 months, and based upon organizational needs, the City may elect to decrease or extend the incumbent assignment. To be eligible~~

for assignment to Assistant Fire Marshal a candidate must possess the ability to obtain and maintain the requirements of the position, as identified below. Candidate must annually complete the mandated training. Assignment to Assistant Fire Marshal shall not preclude an employee from other promotional opportunities but shall be subject to the provisions under Article 5 (Promotions and Vacancies).

The Assistant Fire Marshal position will have two different assignments: an Anchor Assistant Fire Marshal and a Rotational Assistant Fire Marshal.

31.4.a The Anchor Assistant Fire Marshal is an ongoing assignment. The minimum length of assignment is 48 months. Shorter assignments may be arranged subject to the approval of the Fire Chief.

31.4.a.1 The Anchor Assistant Fire Marshal shall hold the same rank they attained prior to promotion to Assistant Fire Marshal. Their wage will be equivalent to Fire Captain A but they do not attain that rank. Upon successful completion of the probationary period, their wage will increase to Fire Captain B. A Captain assigned to this position will be paid a wage equivalent to Fire Captain B. rank of Captain; and the title and duties of Assistant Fire Marshal; and When filling overtime vacancies created by line personnel, the Anchor Assistant Fire Marshal will be eligible for overtime opportunities consistent with the rank obtained on the line and overtime will be paid at a rate consistent with the rank obtained on the line. This position shall be subject to the provisions in Articles 12.2.e (excluding regular assigned days-unless approved by their direct supervisor), 21.3, 21.10; and 21.11.

31.4.a.2 There will be an Anchor Assistant Fire Marshal testing process that creates a separate Anchor Assistant Fire Marshal promotional eligibility list.

31.4.a.2.i To be eligible for assignment to the Anchor Assistant Fire Marshal position, an individual must be at least a Firefighter V and have already completed a minimum of one term (36 months) as a Fire Inspector, possess an ICC Fire Inspector 1 certification, possess an ICC Fire Inspector 2 certification, and possess the ability to obtain and maintain a Plan Review Examiner Certificate within twelve (12) months following assignment.

31.4.a.2.ii The selection process for Anchor Assistant Fire Marshal will consist of an adequately sized pool of a minimum of two (2) eligible candidates.

31.4.a.2.iii The selection process will involve an assessment center with a minimum passing score of 70%. Notification of the examination will be per Article

5.4.

31.4.a.2.iii If no adequately sized pool of candidates exists, the parties agree to resolve how to fill the position in labor management.

31.4.a.2.iv The Assistant Fire Marshal test will be conducted on an as needed basis based upon current or anticipated vacancies. The parties may agree in labor management to a different frequency.

31.4.a.3 Upon promotion to Anchor Assistant Fire Marshal, a non-Captain promoted to the role shall be on probation as provided by Civil Service rules and regulations. In the event that a Fire Captain is assigned to the position, there shall be no probationary period; however, the Chief may reassign the Captain at any point within the first twelve (12) months of the assignment. Time spent in this role does not count towards probationary periods for work on the line.

31.4.b The Rotational Assistant Fire Marshal is a rotating assignment at the rank of Captain. The typical assignment is thirty-six (36) months; and may be shortened or extended subject to the approval of the Fire Chief. Selection process: The Fire Chief shall first select from those applicants who currently hold the position of Captain.

31.4.b.1 The Rotational Assistant Fire Marshal shall hold the rank of Fire Captain; shall have the title and duties of Assistant Fire Marshal; and shall be subject to the provisions in Articles 12.2.e (excluding regular assigned days unless approved by their direct supervisor), 21.3, 21.10, and 21.11. To be eligible for the position, candidates must possess the rank of Captain and must possess the ability to obtain and maintain an ICC Fire Inspector 1 certification within six (6) months following assignment. If there are no applicants, the Fire Chief shall declare a Captain vacancy exists in the position of Assistant Fire Marshal; and shall promote from the current Fire Captain Eligibility Register to the position of Assistant Fire Marshal; and shall be subject to the provisions within Article (5.1b,) (5.2c,) and (5.3.). If there are no applicants from the City of Kirkland IAFF CBA 2022-2024 Page 34 of 42 current Fire Captain Eligibility Register modifications to the promotional requirements may be made upon mutual agreement between the Union and the City.

31.4.b.2 Selection process: The Fire Chief shall first select from those applicants who currently hold the position of Captain.

31.4.b.2.i If there are no applicants, the Fire Chief shall declare a Captain vacancy exists in the position of Rotational Assistant Fire Marshal; and shall

promote from the current Fire Captain Eligibility Register to the position of Rotational Assistant Fire Marshal; and shall be subject to the provisions within Articles 5.1.b, 5.2.c, and 5.3.

- 31.4.b.2.ii If the vacancy still exists after selection from current Captains and those on the Captain Eligibility Register, the Fire Chief may consider candidates from the Anchor Assistant Fire Marshal promotional eligibility list. If a candidate is selected from the Anchor Assistant Fire Marshal eligibility list who is not a current Captain, wages and overtime eligibility shall be in line with 31.4.a.1 and probation shall be in line with 31.4.a.3.
- 31.4.b.2.iii If the vacancy still exists after selection from the Anchor Assistant Fire Marshal promotional eligibility list, the Fire Chief may consider other internal candidates who meet the minimum qualifications for the position. If a candidate is selected in this manner who is not a current Captain, wages and overtime eligibility shall be in line with 31.4.a.1 and probation shall be in line with 31.4.a.3.
- 31.4.b.2.iv If there are no candidates for the position of Rotational Assistant Fire Marshal, the parties agree to resolve how to fill the position in labor management.

~~Section 31.5 Reserved. Fire Marshal: Upon vacancy of the current Fire Marshal-incumbent, the Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for the position of Fire Marshal; and that applicants for the vacancy shall come exclusively from within the bargaining unit.~~

~~Fire Marshal's typical assignment is 60 months, and based upon organizational needs, the City may elect to decrease or extend the incumbent assignment. To be eligible for assignment to Fire Marshal an individual must possess the ability to obtain and maintain the requirements of the position. Candidate must annually complete the mandated training. Assignment to Fire Marshal shall not preclude an employee from other promotional opportunities.~~

~~31.5.a — The Fire Marshal shall hold the rank of Battalion Chief; and the title and duties of Fire Marshal; and shall be subject to the provisions in Articles 12.2.e (excluding regular assigned days unless approved by their direct supervisor), 21.4, 21.10, and 21.11.~~

~~31.5.a.1 — Selection process: The Fire Chief shall first select from those applicants who currently hold the position of Battalion Chief.~~

~~31.5.a.2 — If there are no applicants, the Fire Chief shall declare a Battalion Chief vacancy.~~

~~exists in the position of Fire Marshal; and shall promote from the current Battalion Chief Eligibility Register to the position of Fire Marshal; and shall be subject to the provisions within Article (5.1c,) (5.2c,) and (5.3.). If there are no applicants from the current Battalion Chief Eligibility Register modifications to the promotional requirements may be made upon mutual agreement between the Union and the City.~~

ARTICLE 33 – BATTALION CHIEF OF EMS AND LOGISTICS~~EMERGENCY MEDICAL SERVICES OFFICER~~

Section 33.1 The Battalion Chief of EMS and Logistics ~~EMS Officer~~ position will be filled by an individual holding the rank of Battalion Chief~~Captain~~ and will be assigned by the Fire Chief.

Section 33.2 The Chief may assign a Battalion Chief~~Captain~~ on a rotating basis for a minimum period of twenty-four (24) months. In general, it is the intent to rotate the individual through the position at twenty-four (24) -month intervals beginning in January. Assignments greater than twenty-four (24) months may occur when a Support Services Division~~EMS Officer~~ position becomes vacant and must be filled prior to January 1st of the following year.

Section 33.3 It is the intent that appointments to the Battalion Chief of EMS and Logistics~~EMS Division~~ will come first from those who volunteer for the position. After the completion of a twenty-four (24) -month rotation, the incumbent has the option of volunteering for an extension of an additional twelve (12) months with approval of the Fire Chief. At the conclusion of the incumbent's rotation, the rotation shall be filled by the Battalion Chief~~Captain~~ who volunteers, has the most time in grade, and has not previously filled the position. If all volunteers have previously completed a rotation, the volunteer with the most time in grade shall fill the position.

33.3.a In the event there are no volunteers, or the incumbent is not extended, the Fire Chief shall appoint the Battalion Chief~~a Captain~~ with the least time in grade who has not previously been assigned. If all Battalion Chiefs~~Captains~~ have fulfilled a previous assignment, the Fire Chief shall appoint the individual who has had the most time since completion of the previous assignment.

~~33.3.b In the event of an appointment, if a volunteer comes forward prior to the completion of the 24 months, the volunteer shall be allowed to fill the position as long as the incumbent has served at least six months and agrees to the substitution.~~

Section 33.4 Bargaining unit Employees assigned to Battalion Chief of EMS and Logistics~~EMS Officer~~ shall normally be assigned a regular day shift schedule consisting of ~~four, ten-hour days per week~~forty (40) hours per week. ~~Alternative schedules not exceeding forty hours per week will be allowed with the mutual agreement of the Employer, the affected Employee and the Union.~~ While assigned to the EMS Officer~~Battalion Chief of EMS and Logistics~~ position, all benefits, seniority, and time in grade considerations will still apply. This position will be subject to the provisions in Article 21.11.

C. Additional Terms

1. Any terms of the CBA or Civil Service Rules that are contrary to the agreement documented herein shall be superseded by this MOU. In all other respects, the CBA between the parties remains unchanged.
2. The parties agree that nothing contained in this MOU creates a past practice and that this MOU is not precedent setting in any way.
3. 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.
4. This MOU is effective on August 16, 2026, 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:

FOR THE CITY:


Kurt Triplett, City Manager
City of Kirkland

8/17/26
Date

FOR THE UNION:


Stephen McCauley (Aug 15, 2026 07:51:19 PDT)
Stephen McCauley, President
IAFF Local #2545

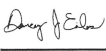
08/15/2026
Date

Approved as Negotiated:


Erin Warner
Interim Human Resources Director

08/11/2026
Date

Approved as to Form:


Darcey Eilers
City Attorney

08/11/2026
Date