

MEMORANDUM OF UNDERSTANDING

Amended to the

AGREEMENT

by and between

**CITY OF EDMONDS, WASHINGTON and
EDMONDS POLICE OFFICERS' ASSOCIATION
REPRESENTING THE LAW ENFORCEMENT
COMMISSIONED EMPLOYEES**

January 1, 2020 through December 31, 2023

THIS MEMORANDUM OF UNDERSTANDING (MOU) is supplemental to the AGREEMENT by and between the City of Edmonds (City) and the Edmonds Police Officers' Association (EPOA), representing the Law Enforcement Commissioned Employees.

WHEREAS, the parties have ratified a Law Enforcement Commissioned Employees Collective Bargaining Agreement (CBA) effective January 1, 2020 through December 31, 2023; and

WHEREAS, the parties agree that certain current national social and economic conditions have created challenges for the Edmonds Police Department's ability to maintain a full staff of law enforcement commissioned employees; and

WHEREAS, the parties have reopened the CBA on the subject of wages to address these challenges; and

WHEREAS, the parties agree that there is a demonstrated need for additional command staff positions to ensure appropriate chain of command oversight of employees, and the City has requested additional Patrol Officer positions in the 2023 budget, which will benefit both the Police Department and the citizens of the City of Edmonds; and

WHEREAS, the parties have agreed to the creation of three (3) Commander positions and the elimination of two (2) Sergeant positions; and

WHEREAS, the parties agree that the economic challenges, including the current rate of inflation, as well as the Edmonds Police Department's implementation of changes in technology, have impacted employees' working conditions; and

WHEREAS, the elimination of the Sergeant positions impacts employees by removing work previously performed by Law Enforcement Commissioned Employees; and

WHEREAS, to address all of the above-described economic impacts and impacts on working conditions, the City has agreed to provide each Law Enforcement Commissioned Employee with a one-time lump sum payment and wage adjustments in the form of percentage increases in the negotiated wages currently set forth in the CBA; and

WHEREAS, Appendix A of the CBA addresses the compensation due to employees, and it is the intention of the parties, through this MOU, to provide for the lump sum payment and wage adjustments;

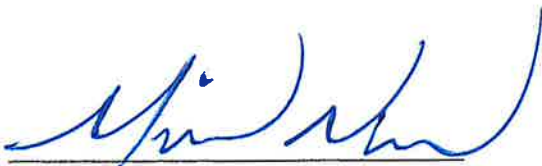
NOW THEREFORE, the City and the EPOA agree as follows:

1. To address the above-described economic impacts and impacts on working conditions, the City will provide all Law Enforcement Commissioned Employees who are employed by the City at the time this MOU is executed:
(a) a one-time lump sum payment equal to two and one-half percent (2.5%) of their negotiated 2022 base wage paid for each hour paid for a period of five (5) months (the calculation period being from July 1, 2022 to November 30, 2022); (b) an increase in their negotiated 2022 base wage of two and one-half percent (2.5%) beginning on December 1, 2022; and (c) an increase in their negotiated 2023 base wage, which will be increased by the above wage adjustment, of two and one-half percent (2.5%) beginning on January 1, 2023. This increase is in addition to the previously negotiated two and one-half percent (2.5%) for 2023.
2. The City will make the lump sum payment no later than two (2) pay periods following the effective date of this MOU in a separate payroll check that is subject to all payroll deductions. The wage adjustments address the parties' wage concerns and are a full and final agreement on the wage reopener. The parties agree that the wage reopener does not set a precedent for future CBA reopeners.

3. Three (3) Commander positions are hereby created and two (2) Sergeant positions (Administrative Sergeant and Professional Standards Sergeant) are hereby eliminated. No current Sergeant will lose rank due to the creation of the Commander positions. At the time of filling the Commander positions, interested internal Edmonds Police Department candidates who are eligible and meet the criteria for the position will be promoted into these positions. Only if there are an insufficient number of such candidates will any Commander position be filled externally. Any Sergeant promoted to Commander who fails to pass probation for that position will be allowed to return to their previously held position in the bargaining unit. If one or more Commander positions are eliminated, any Sergeant promoted into that position will be allowed to return to their previously held position in the bargaining unit. An employee who has left the bargaining unit for a Commander position shall not accrue bargaining unit seniority or rank seniority as a Commander. If a former employee returns to the bargaining unit from a Commander position they shall only be entitled to the seniority they held when they left the bargaining unit and the seniority they held when they left the rank of sergeant. Any external candidate selected for the Commander position shall have no right to revert to any position in the bargaining unit. The EPD Command Staff will request a Special Operations Sergeant position as part of the budget process in 2023.
4. This MOU is intended to clarify the intent of the parties with regard to the above referenced payments and changes to employment positions and, except as stated herein, does not alter any other terms of the CBA, which will remain in full force and effect.

DONE this 23rd day of November 2022.

CITY OF EDMONDS


Mike Nelson, Mayor

EDMONDS POLICE OFFICERS ASSOC.
Representing the Law Enforcement
Commissioned Employees


Will Morris, EPOA President