

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator
Sarah Melancon, HR Director

DATE: November 21, 2022

SUBJECT: Memorandum of Agreement between Jefferson County and Fraternal Order of Police (FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) - Hiring and Retention Incentive

STATEMENT OF ISSUE:

Jefferson County Corrections Officers staff the County's Corrections Center ensuring the safety and security of employees, incarcerated people and the public. The Sheriff's Department has faced continual shortages of Corrections Officers.

ANALYSIS:

Of a staff of 15 Corrections Officers assigned to the corrections facility, there are six vacancies. Since January, 2022, current Corrections Officers have been required to work overtime to cover vacancies and have worked approximately 2,600 hours of overtime. The position has been extensively advertised over the past three years in locations including print publications, on the County website and social media. The inability to attract and retain qualified Corrections Officers has been exacerbated by the COVID-19 pandemic. Via Public Safety Testing, the County recruits from a pool of applicants throughout the Puget Sound Region and, therefore, competes with other agencies to attract and retain qualified candidates and staff. Agencies in neighboring Counties are now offering hiring and retention incentives to corrections officers which further exacerbates Jefferson County's ability to hire and retain staff. Providing a hiring incentive to new employees of \$10,000 and new, lateral employees of \$15,000, and a retention incentive of \$15,000 to current employees, will improve our ability to attract and retain new staff.

RECOMMENDATION:

Approve and sign the Memorandum of Agreement between Jefferson County and FOP/JCSOUSS.

REVIEWED BY:


Mark McCauley, County Administrator

11/3/22
Date

MEMORANDUM OF AGREEMENT

By and Between

JEFFERSON COUNTY AND FOP/JEFFERSON COUNTY SHERIFF'S OFFICE UNIFORMED SUPPORT SERVICES

THIS MEMORANDUM OF AGREEMENT is made by and between Jefferson County, Washington ("County") and the Fraternal Order of Police (FOP)/Jefferson County Sheriff's Office Uniformed Support Services ("JCSOUSS").

WHEREAS, the parties recognize that the work performed by the Corrections officers of the County is of critical importance and essential to the safety of the public and other County staff; and,

WHEREAS, the parties agree that there are ongoing hiring and retention challenges for Corrections officers; and,

WHEREAS, Jefferson County Sheriff's Corrections has experienced a prolonged inability to attract and retain qualified uniformed Corrections officers to staff the County Corrections Facility; and,

WHEREAS, of a staff of 15 employees assigned to the Corrections Facility, there are 6 vacancies among Corrections officers; and,

WHEREAS, current Corrections officers are required to work overtime to cover vacancies and have worked approximately 2,600 hours of overtime since January, 2022, and,

WHEREAS, the parties agree that work by County Corrections officers at current levels of overtime is not sustainable and poses risks to County Corrections officers, inmates and the public; and,

WHEREAS, in the best of economic circumstances it is challenging to hire and retain Corrections officers, and,

WHEREAS, the inability to attract and retain qualified Corrections officers has been exacerbated by the COVID-19 epidemic, and,

WHEREAS, via Public Safety Testing, the County recruits from the same pool of applicants throughout the Puget Sound Region and competes with other agencies in attracting and retaining qualified candidates and staff; and,

WHEREAS, throughout the Puget Sound Region Corrections officers are being offered hiring and retention bonuses; and,

WHEREAS, the ability to maintain appropriate staff levels in the County Corrections Facility is essential to the safety and security of the employees, the incarcerated people and the citizens of the County; and,

WHEREAS, without hiring and retention bonuses, the County will be at a significant competitive disadvantage in hiring and retaining Corrections officers.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INCENTIVE PROGRAM

The County adopts the incentive program described below.

a. Entry Level Hiring Incentive

One-time hiring incentive to entry level applicants of \$10,000 and signing a three-year incentive agreement approved by the County Administrator. Paid in installments of \$5,000 at hire, \$2,500 at successful completion of probation, \$2,500 upon completion of second year. If employee separates from County service prior to completion of three years of service, the employee will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a 12 month period.

b. Lateral Level Hiring Incentive

One-time hiring incentive for lateral-level applicants of \$15,000 and signing a three-year incentive agreement approved by the County Administrator.

Paid in installments of \$5,000 at hire, \$5,000 upon completion of first year and \$5,000 upon completion of second year, and signing a three-year agreement approved by the County Administrator. If employee separates from County service prior to completion of three years of service, the employee will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a 12 month period.

c. Current Employee Retention Incentive

One-time retention incentive for currently employed Corrections Deputies and supervisory staff of \$15,000 and signing a three-year incentive agreement approved by the County Administrator. Paid in installments of \$7,500 upon agreement for January, 2023 time (paid February 5, 2023), \$3,750 upon completion of first year and \$3,750 upon completion of second year. If employee separates from County service prior to completion of three years of service, the employee will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a 12 month period.

2. DURATION OF INCENTIVE PROGRAM

The incentive program will be re-evaluated every six months to determine the duration of incentive program. The County may in its sole discretion decide to terminate the incentive program six months after adoption of this Agreement.

3. GENERAL TERMS

a. It is understood and agreed this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

b. Should either party bring any legal action, each party in such action shall pay for its own attorney's fees and court costs. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

c. This Agreement memorializes the entire agreement of the parties and all parts of this Agreement are contained herein. The parties agree that:

- i. No representation or promise not contained in this Agreement has been made.
- ii. They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not contained in this Agreement.
- iii. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.

d. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved under this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall pay for its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court under the laws of the State of Washington. The parties consent to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

e. The terms of this Agreement are not severable. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be enforceable.

f. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

g. This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties.

h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

i. The parties agree this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair Date

By: _____
Kate Dean, Commissioner Date

By: _____
Greg Brotherton, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

P. C. Hunsucker November 7, 2022

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

**FRATERNAL ORDER OF POLICE
(FOP)/JEFFERSON COUNTY SHERIFF'S OFFICE
UNIFORMED SUPPORT SERVICES**

By: Ashley Moore
Ashley Moore, Association President
Date 11/2/22

By: Doug Luse
Doug Luse, Labor Specialist FOP
Date 11/2/22