JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO:

Board of County Commissioners

FROM:

Mark McCauley, County Administrator

Sarah Melancon, Human Resources Director

DATE:

November 6, 2023

SUBJECT:

Memorandum of Understanding - Teamsters Local No. 589 &

Sheriff's Commissioned Deputies West End Lead Deputy

STATEMENT OF ISSUE:

Jefferson County and the Hoh Tribal Nation have signed a contract whereby Jefferson County Commissioned Deputies provide law enforcement services to the Hoh Tribe. In order to provide appropriate law enforcement services, administrative response and chain of command, a Lead Deputy is required at the West End. This Memorandum of Understanding (MOU) will establish the ability to assign a West End Lead Deputy.

ANALYSIS:

A Lead Deputy in the West End will serve as the main point of contact for law enforcement with the Hoh Tribe. The Lead will develop and establish programs and law enforcement that promote community welfare, cultural preservation, communication and collaboration between the Tribe and the County. Teamsters Local No. 589 has approved this MOU.

RECOMMENDATION:

Approve and sign the Memorandum of Understanding between Jefferson County and Teamsters Local No. 589 for the ability to assign Lead in the County's West End.

REVIEWED BY:

Mark McCauley, County Administrator

10 /26 /23 Date

MEMORANDUM OF Understanding

by and between

Jefferson County Washington

and

Teamsters Local Union No. 589 - Sheriff's Office Commissioned Deputies

Jefferson County and Teamsters Local 589 are parties to a Collective Bargaining Agreement (CBA) which covers a Bargaining Unit of Deputy Sheriffs regarding wages, hours and conditions of employment.

The parties (hereafter referred to as the "County" and the "Union") recognize the unanticipated impact upon the deputies of the west end of Jefferson County by the signing of the Hoh Tribal Nation contract, essentially contracting law enforcement services to the Jefferson County Sheriff's Office. The purpose of this MOU is to outline the terms and conditions related to the appointment of a Lead Deputy on the West End of Jefferson County, their remuneration, and their responsibilities as the main point of contact for the Hoh Tribe, encompassing program management and agency coordination.

The County has requested through the Union, and the Deputies through their Union have agreed, to amend the existing CBA making an adjustment to assist the County in supervision of programs for the West End of Jefferson County.

Now, therefore it is agreed:

- 1. The existing CBA for the period of January 2022 through December 2024, Article 32 is amended by adding items 2 through 5 as follows:
- 2. Effective August 22, 2023 a "Lead Deputy" will be assigned by the Sheriff, considering seniority, for assignment in the "West End" of Jefferson County. This employee will serve as the main point of contact for the Hoh Tribe.
- 3. The parties agree that the "Lead Deputy" rate of pay will be 10% above the employee's regular rate of hourly pay per the CBA. This assignment is voluntary and can be rescinded by the employee or employer at their will with thirty (30) days' notice to the other party and Union.
- 4. Responsibilities: In addition to the regularly assigned responsibilities, the Lead Deputy will be responsible for the following:
 - A. Establishing and maintaining effective communication with the Hoh Tribe.
 - B. Collaborating with the Hoh Tribe to develop and oversee programs and law enforcement that promote community welfare, cultural preservation, communication, and collaboration between the Hoh Tribe and the County.
 - C. The Lead Deputy shall act as a liaison between the Hoh Tribe and County agencies, specifically the Sheriff's Office, facilitating information sharing, joint programs, and resolving issues or conflict that may arise.

- D. The County and Union acknowledge the importance of a harmonious working relationship in fulfilling the objectives of this MOU.
- E. The Lead Deputy will be directly responsible for the day-to-day supervision of other assigned West End deputies, and they will assume a vital role in maintaining integrity of operations. The Lead Deputy will be entrusted with promptly reporting any identified performance concerns, policy violations, or matters requiring attention to their immediate chain of command.
- F. Both parties shall engage in regular consultations to assess the progress of the Lead Deputy's responsibilities, and address any concerns or modifications needed to optimize law enforcement services, program management, or agency coordination.
- G. The Union and the County agree that this additional pay is not a promotion, but an added responsibility that is compensated for such. As such, the Lead Deputy position can be eliminated at will by the County should responsibilities change or personnel change.
- 5. This MOU shall terminate upon the signing of a new CBA, or termination of the contract between the County and the Hoh Tribe for law enforcement services whichever first occurs.

All provisions of the CBA not addressed in this MOU are unchanged for the duration of the CBA.

Jefferson County Commissioners JEFFERSON COUNTY WASHINGTON	TEAMSTER LOCAL NO 589
	Robert A Dishell
Greg Brotherton, Chair	Robert A. Driskell, Secretary/Treasurer Date: 10/24/23
Kate Dean	
Heidi Eisenhour	
SEAL	Approved as to Form
	Philip C. Hunsucker Chief Civil Deputy Prosecuting Attorney
ATTEST:	
Carolyn Gallaway, CMC Clerk of the Board	