

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA
AND THE SHERIFF FOR ALBEMARLE COUNTY

This Memorandum of Understanding (the "Agreement") is made and entered into on the 16th day of May, 2016, by and between the County of Albemarle, Virginia (the "County") and the Sheriff for Albemarle County (the "Sheriff");

WHEREAS, the County and the Sheriff desire to enter into an agreement setting forth their understanding with respect to compensation, benefits and personnel policies applicable to the employees of the Sheriff;

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. Personnel Policies. All Personnel Policies referenced in this Agreement are the personnel policies applicable to Albemarle County classified employees. Personnel Policies shall be referenced as Policy P-(number of policy) for purposes of this Agreement.

2. Employee Status. Individuals employed by the Sheriff are, and shall remain, appointees and employees of the Sheriff and are not employees of the County. Nothing in this Agreement shall alter or diminish the Sheriff's duties and rights with respect to his employees pursuant to Virginia Code §§ 15.2-1603 and 15.2-1604. The Sheriff's employees shall not be covered by the County's employee grievance procedure contained in Policy P-03 and remain, in all respects, at-will employees of the Sheriff.

3. Compensation. The County and the Sheriff agree that employees of the Sheriff shall participate and be included in the County's classification and pay plan. The Sheriff understands that future compensation increases funded by the Commonwealth of Virginia through the Compensation Board will not be passed automatically to the Sheriff's employees because his employees will be covered by the County's pay plan. Notwithstanding the above, compensation for the employees of the Sheriff will be no less than the compensation approved by the Compensation Board.

Employees of the Sheriff shall be eligible to receive any market rate salary increase that County employees are eligible to receive. An employee of the Sheriff shall receive the market rate salary increase upon the Sheriff submitting a completed satisfactory performance review to the Human Resources Department pursuant to Policy P-23. The Sheriff's employees will not be eligible to receive any additional merit-based salary increase dependent upon the County's performance review process.

4. Benefits. Health insurance, annual and sick leave (except as limited by state law, including Virginia Code § 15.2-1605), insurance protection, tuition assistance repayment, retirement programs, participation in deferred compensation programs, and certain other benefits available to Albemarle County employees shall be available to the employees of the Sheriff and governed by the personnel policies and procedures of Albemarle County. However, because employees of the Sheriff are not County employees, they will not be included for recognition at the annual Albemarle County employee recognition ceremony.

5. County Personnel System. Without diminishing the Sheriff's authority to appoint, hire or discharge his employees, the Sheriff agrees that he and his employees will follow the County's personnel policies in force during the period of this Agreement except as otherwise required by law (such as the six-week vacation leave accrual limit imposed by Va. Code § 15.2-1605 for constitutional officer employees) and except as specifically excluded by this section. The Sheriff agrees to follow all such policies except the following:

1. Assignment and Transfer (Policy P-38)
2. Employee Reduction in Force Procedures (Policy P-30)
3. Employee Discipline (Policy P-22)
4. Employee Grievance Procedure (Policy P-03)
5. Employee Relations Principles (Policy P-01)
6. Termination of Employment (Policy P-26)

The County agrees to provide assistance and services to the Sheriff concerning the personnel matters referenced in this Agreement through its Department of Human Resources and its Finance Department. The Parties agree that the Department of Human Resources shall maintain all documents related to the employment of the employees of the Sheriff except for documents related to payroll, which shall be maintained by the County's Finance Department. The Sheriff agrees to forward any such documentation to the appropriate County department in a timely fashion.

The Sheriff agrees not to fail or refuse to appoint or hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions or privileges of appointment or employment, because of such individual's race, color, religion, sex, or national origin pursuant to Virginia Code § 15.2-1604 (A). The Sheriff agrees to assume all liability if he disregards employment advice provided by the Department of Human Resources. Further, the Sheriff agrees that he will conduct all aspects of a prospective employee background check except for a criminal background check. The Department of Human Resources will conduct the prospective employee's criminal background check.

6. Administrative Policies. The Sheriff further agrees to comply with all Albemarle County Administrative Policies except AP-1 (Grants Process) and AP-5 (Media Relations).

7. Limitations on Benefits to the Sheriff. The County and the Sheriff agree that only the Sheriff's employees shall receive the compensation and benefits as set forth herein. Such compensation and benefits shall be available to the Sheriff only to the extent required by applicable State law, such as Va. Code § 15.2-1517(B) regarding group life, accident and health insurance.

8. Holidays. The County and the Sheriff acknowledge that the current holiday schedules maintained by the Commonwealth of Virginia and the County are not congruent. The Sheriff agrees to have his employees follow the legal holidays recognized by the Commonwealth of Virginia pursuant to Virginia Code §§ 15.2-1605 and 2.2-3300. However, the Sheriff employees shall be subject to the other provisions of Policy P-81 (Holidays).

9. Term of Agreement. This Agreement shall take effect upon the full execution of this Agreement by the Sheriff and the County and shall remain in force for the duration of the Sheriff's term in office (including terms for which he is re-elected), unless terminated by either party upon thirty (30) days prior written notice. This Agreement may be amended only upon the written agreement of both the Sheriff and the County.

SHERIFF FOR ALBEMARLE COUNTY

By: J.E. "Chip" Harding Date: 3/22/2016
J.E. "Chip" Harding, Sheriff

COUNTY OF ALBEMARLE, VIRGINIA

By: Thomas C. Foley Date: 5/16/16
Thomas C. Foley, County Executive

Approved as to Form:

John C. Blair, II
County Attorney