

COMPENSATION PLAN AND PERSONNEL POLICIES AGREEMENT WITH SHERIFF

THE AGREEMENT (the "Agreement"), made and entered into this ____ of _____, 2020, by and between the County of James City, hereinafter referred to as "County," and the Williamsburg-James City Sheriff, hereinafter referred to as "Sheriff."

WHEREAS the County and Sheriff are desirous of entering into an agreement setting forth their understanding as it pertains to compensation plans, personnel policies, and exclusion from the County's grievance procedure as set forth in Section 15.2-1507 of the Code of Virginia, 1950, as amended ("Virginia Code").

WITNESSETH

That for and in consideration of the mutual covenants set forth herein the parties agree as follows:

1. The County agrees to include the employees and deputies in full- or part-time regular, temporary, and on-call positions, of the Office of the Sheriff on the County's compensation plan and personnel policies (Personnel Policies and Procedures Manual). Unless specifically stated, this Agreement shall not apply to the Sheriff himself.
2. The County and the Sheriff agree that by virtue of the execution of this Agreement, all employees and deputies named in Paragraph 1 above shall be included under the County's compensation plan and personnel policies, except as qualified in Paragraphs 3, 4, and 5. The compensation plan shall include salary and all considerations relevant thereto and any and all benefits set forth thereunder.
3. The inclusion of such employees and deputies in the County's compensation plan and personnel policies shall not constitute inclusion in the County's standards of conduct and grievance procedures.
4. The inclusion of such employees in the County's compensation plan and personnel policies shall not change the status of such employees as employees of a constitutional officer and shall not abrogate the Sheriff's authority to remove his deputies from office with or without cause as provided for in Virginia Code § 15.2-1603.
5. Section 2.8(H) of the Personnel Policies and Procedures Manual, Hiring of and Supervision of Family Members, shall not apply to the Sheriff or his spouse ("Spouse") as it relates to Spouse's current position in the Sheriff's office as Administrative Staff Specialist until such time as Spouse secures other employment or until November 1, 2020, whichever is sooner.
6. The County and Sheriff agree that all paychecks and all payroll deduction checks shall be issued through the County Financial and Management Services Department with reimbursement by the Commonwealth or the Sheriff, when appropriate, made to the credit of the County General Fund.

7. The term of this Agreement shall commence on the date the Sheriff takes the oath of office and shall terminate when the undersigned is no longer Sheriff for Williamsburg and James City County.

County of James City, Virginia

Williamsburg-James City County Sheriff

By: _____
Scott Stevens
County Administrator

David Hardin

Approved as to Form:

County Attorney

Hardin-Sheriff-agr
(Dec. 10, 2019)