



Agenda Item V. D.

Meeting Date: August 1, 2017

Department: Human Resources

Topic: **Agreement with Treasurer regarding Personnel Matters**

Board Action: The Board is being asked to approve the Cooperative Agreement between Amherst County and the Amherst County Treasurer.

Attachment: Cooperative Agreement between Amherst County and the Amherst County Treasurer

Summary: Amherst County has Cooperative Agreements with each of the Constitutional Officers. The Cooperative Agreement defines the relationship between the Constitutional Officer and the County in regard to personnel issues such as personnel policies to be followed and pay. The prior agreement expired with Garry Friend's retirement and a new agreement has been drafted between Amherst County and interim Treasurer Joanne Carden.

Recommendation: That the Board approve the Cooperative Agreement between Amherst County and interim Treasurer Joanne Adams Carden and direct the Chair to execute the agreement.

COOPERATIVE AGREEMENT BETWEEN AMHERST COUNTY AND THE AMHERST COUNTY TREASURER

THIS COOPERATIVE AGREEMENT (hereinafter referred to as the "Agreement") is entered into effective as of the 1st day of July 2017, between the Joanne Adams Carden, in her official capacity as Treasurer of Amherst County, Virginia, (hereinafter referred to as the "Treasurer") and the Board of Supervisors of Amherst County, Virginia (hereinafter referred to as the "County"), either of which may be referred to as "party".

Article I – Scope of Agreement

- A. This Agreement extends coverage of the Amherst County Human Resource Regulations (hereinafter referred to as the "Regulations"), as described below, to all appointees of the Treasurer (hereinafter referred to as "appointees"). This Agreement recognizes that the Treasurer's appointees, like County employees, serve the citizens and businesses of Amherst County. Therefore, this Agreement seeks to establish a uniform personnel system so that the appointees will have the same benefits and will be subject to the same policies, procedures, and regulations as County employees, except as provided herein.
- B. Appointees serve at the will and pleasure of the Treasurer, concurrent with the Treasurer's term of office, pursuant to § 15.2-1603 of the Code of Virginia, as amended.
- C. This Agreement shall not deprive the Treasurer of control over the actions of his or her appointees, but shall serve as a basis for the supplementation of appointee salaries with local funds, and shall standardize the application of personnel policies. The Treasurer shall have all authority over his or her appointees as designated in the Regulations for a Department Director or the County Administrator, and this Agreement shall not be interpreted to infringe upon the authority of the Treasurer to retain control over the operations of his or her office, including without limitation, the authority to direct the work of appointees; hire, evaluate, promote, transfer, or appoint appointees; and discipline, suspend, demote, dismiss, or terminate the appointment of any appointee.
- D. Except for the Treasurer and as may be prohibited by law, all appointees, whether their compensation is funded by the Compensation Board of the Commonwealth of Virginia (hereinafter referred to as the "Compensation Board") by the County, or some combination thereof, shall be classified, graded, and compensated (to include fringe benefits) in conformance with the Regulations in order to maintain compensation equity between County employees and Treasurer's appointees. In the event that the salary established by the Compensation Board for an appointee position is higher than that determined by the County's pay plan, the salary set by the Compensation Board shall be applicable to the position.
- E. The Treasurer may use any "turnover" funds resulting from the resignation or retirement of an appointee to increase the salaries of other appointees so as to ensure compensation parity, so long as the Compensation Board recognizes that increased salary as the established salary for that employee and reimburses the County accordingly.

Article II – Amherst County Manual and Regulations

- A. Upon the Regulations becoming effective, the Treasurer's appointees shall comply in all regards with the Regulations except for the following sections:
 - 1. 2.2 Outside Employment
 - 2. 2.7 Residence Policy
 - 3. 3.0 et seq. Appointments

- 4. 7.0 et seq. Discipline and Separations
- 5. 9.1 Training
- 6. 15.0 et seq. Grievance Procedure

- B. Treasurer's appointees shall accrue and use leave as provided for in Section 6.0 of the Regulations, as amended. The Treasurer or his designee will prepare and submit to the County an annual report documenting the status of leaves of absence for appointees.
- C. The Treasurer has primary responsibility for the enforcement and following of the Regulations. The County will provide human resources support in the interpretation and administration of the Regulation to the Treasurer as requested.

Article III – Termination

- A. The Agreement may be terminated by either party giving no less than forty-five (45) days written notice to the other.
- B. Either party may give written notice to the other party of any breach of the Agreement, which notice shall include specific information as to the breach. The allegedly breaching party shall have forty-five (45) days to correct the breach. If the party sending the notice determines that the breach has not been corrected, that party may immediately terminate the Agreement in the manner provided in paragraph III-A.
- C. In the event the Agreement is terminated by the Treasurer, the County may reduce locally funded pay supplements to appointees to the amount funded as the date of the Agreement; except that no such reduction can cause the annual salaries of the appointees to be less than those prescribed by the Compensation Board. The process and timing of any reductions in locally funded pay supplements shall be implemented to cause the least disruption to the appointees as may be practicable.
- D. Unless terminated pursuant to paragraph III-A, the Agreement shall terminate upon the expiration of the Treasurer's term of office, or upon the Treasurer's death, resignation, or removal from office.

Article IV – Effective Date, Laws, and Restrictions

- A. The effective date of this Agreement is July 1, 2017. This Agreement shall terminate upon the qualification for office of any successor to the Treasurer.
- B. The Agreement represents the entire and integrated agreement between the County and the Treasurer on the subject of personnel, and supersedes all prior negotiations, representations or agreements, either spoken or written. The Agreement may be amended only by written instrument signed by both the Treasurer and the County.
- C. The Agreement shall be governed in all respects, whether as to validity, construction, capacity, or performance by the laws of the Commonwealth of Virginia.
- D. To the extent any provision of the Regulations conflicts with any mandatory requirement established by the Commonwealth of Virginia or the Compensation Board, the mandatory requirement shall control.
- E. The County agrees to provide the Treasurer with written notice of any change or addition to the Regulations within 30 days after the effective date of the change or addition. The Treasurer will respond in writing to the County within 60 days after the effective date of the change or addition to indicate approval or disapproval of the change or addition. No

change or addition may be incorporated within this Agreement without the written consent of the Treasurer and the County.

- F. The County will maintain appointee application forms, and will maintain and process appointee salary forms and wage payments.

Witness the following signatures:

Claudia D. Tucker, Chairman
Amherst County Board of Supervisors

Joanne Adams Carden
Amherst County Treasurer

Approved as to form:

Michael W.S. Lockaby
Amherst County Attorney