

# NOTICE OF SPECIAL SHELBY COUNTY BOARD MEETING

August 17, 2021

## SHELBY COUNTY BOARD SPECIAL MEETING AGENDA

August 19, 2021 – 5:00 P. M. in Courtroom A

1. Call to Order – Pledge of Allegiance
2. Roll Call
3. Public Body Comment
4. Amendment of FOP contract to accommodate requested shift changes for sheriff's deputies
5. Appointment of GATA Coordinator
6. Adjournment

Please silence cell phones during the Board meeting.

**SPECIAL MEETING OF THE SHELBY COUNTY BOARD**  
**August 19, 2021, 5:00 PM**

The Shelby County Board met on Thursday, August 19, 2021, at 5:00 P.M. in Courtroom A of the Courthouse in Shelbyville, Illinois.

States Attorney Nichole Kroncke called the meeting to order and in the absence of a chairman, called on Vice Chairman Bryon Coffman to run the meeting, per 55 ILCS 5/2-1003. All present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Orman was absent.

Vice-chairman Coffman called for Public Body Comment. Nobody voiced any public body comment.

Assistant State's Attorney Jay Scott addressed the board to discuss the memorandum of agreement that would allow the FOP Union (Sheriff Deputies ONLY) to begin working 12 hour shifts due to a staffing shortage. Interim Sheriff Sean McQueen once again informed the board that this was about being able to have 2 deputies on shift at one time. The Sheriff's department is down 4 deputies. 12-hour shifts are worked by many law enforcement agencies in the area, and this might help entice more officers to apply for employment in Shelby County. The negotiating committee has reviewed this agreement.

Hite made motion to approve the agreement for 12-hour shifts. Drnjevic seconded said motion, which passed by voice vote (19 yes, 0 no).

Tate made a motion authorizing the Vice-Chairman to sign this agreement pending notification of Orman's resignation date as board chairman. Williams seconded said motion, which passed by voice vote (19 yes, 0 no).

The next item for discussion was the appointment of a GATA Coordinator. State's Attorney Kroncke has had several conversations with GATA Administrator Melanie Turner at the IL DOR, who said the SA could complete the ICQs for the GATA report, but it must be verified for accuracy and signed off on by the County Board Chairman and the Treasurer as Chief Financial Officer for the County. The Airport is waiting on the submission of the GATA report to receive an \$800,000 grant. Kroncke stated she would answer the ICQ's and work with the Airport to oversee the award of the grant they are to receive. Kroncke also encouraged the board moving forward to established rules to have the Health Dept., the Highway Dept. and EMA to continue to oversee their own grants for the GATA portal. The Treasurer would be responsible for overseeing the audit portion of the GATA report. Kroncke stated there is no mandatory training for GATA, but online training is available. Shelby County is currently non-compliant due to not having the county audit completed. The FAA might have different deadlines, so the County needs to act on this. This is a matter of urgency, so the Airport doesn't lose this \$800,000 grant they plan on using to expand the runway and construct more hangars. Shelby County has received 6.5 million in grant funds in the 2020 fiscal year.

B. Bennett made motion to approve the appointment of Kroncke as GATA Coordinator. Simpson seconded said motion, which passed by voice vote (19 yes, 0 no).

B. Bennett encouraged the department heads involved with GATA to work together to get this project completed.

No other business could come before the Shelby County Board.

Swits made motion to adjourn the county board meeting. Simpson seconded said motion, which passed by voice vote (19 yes, 0 no) and the meeting was adjourned at 5:20 P.M.

  
Jessica Fox  
Shelby County Clerk and Recorder

STATE OF ILLINOIS			ROLL CALL VOTES IN COUNTY BOARD											
SHELBY COUNTY														
August 19, 2021 SPECIAL SESSION														
			ROLL CALL			QUESTIONS								
				8 / 19 / 2021	1 / 2021	ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO
COUNTY BOARD MEMBERS			MILEAGE	P.M.	P.M.	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE
	BARR, KENNETH		50	✓										
	BENNETT, BARBARA		40	✓										
	BENNETT, MARK		32	✓										
	BOEHM, TERESA			✓										
	CANADAY, PAUL			✓										
	COFFMAN, BRYON		48	✓										
	DRNJEVIC, DENNIS		22	✓										
	DURBIN, JESSE		12	✓										
	GERGENI, GARY		26	✓										
	HITE, ROD		56	✓										
	LENZ, LARRY		26	✓										
			0											
	ORMAN, ROBERT		34											
	PATTERSON, GARY			✓										
	PEARCY, DEREK		20	✓										
	POGUE, JOHN		0	✓										
	SIMPSON, ROBERT		32	✓										
	SLIFER, JEFF		32	✓										
	SWITS, DAVID		34	✓										
	TATE, DON		40	✓										
	WILLIAMS, LYNN			✓										

## MEMORANDUM OF AGREEMENT

### REGARDING

#### TWELVE HOUR SHIFTS FOR DEPUTIES BARGAINING UNIT

**THIS AGREEMENT** is entered into this 19<sup>th</sup> day of August 2021, by and between Shelby County Board and the Shelby County Sheriff's Office, hereinafter referred to as Employers, and the Illinois Fraternal Order of Police Labor Council representing Bargaining Unit A containing all sworn peace officers and deputy sheriffs under the rank of chief deputy employed by the Shelby County Sheriff's Office, hereinafter referred to as Union.

**WHEREAS** the Shelby County Sheriff's Office, the Shelby County Board, and the Illinois Fraternal Order of Police Labor Council believe it is in the best interests of the citizens of Shelby County to have full-time deputies on patrol twenty-four (24) hours a day and seven (7) days a week; and

**WHEREAS** the Shelby County Sheriff's Office is experiencing a shortfall in the current deputy sheriff's workforce; and

**WHEREAS** to provide coverage twenty-four (24) hours a day and seven (7) days a week with the current workforce it is necessary to modify the schedule of the deputies; and

**WHEREAS** certain provisions of the current Collective Bargaining Agreement need to be modified to provide coverage twenty-four (24) hours a day and seven (7) days a week.

**IN CONSIDERATION** of mutual promises, covenants and understandings contained herein and, in the parties', Collective Bargaining Agreement executed by their duly authorized representatives and/or agents, the parties mutually agree to the following terms and conditions:

#### **Section 1 – Implementation of a Twelve-Hour Schedule**

Effective August 22, 2021, or as soon as possible thereafter; the Shelby County Sheriff's Office shall begin a twelve-hour shift schedule for deputies assigned to the Road Division. The schedule shall be on a fifty-two (52) week experimental basis, which shall be reviewed every four (4) weeks by the parties through the labor management conference process contained in Article XXIII of the Collective Bargaining Agreement.

#### **Section 2 – Work Schedule**

- (a) The twelve (12) hour work schedule referenced in Section 20.3(a) above shall consist of eighty-four (84) regular scheduled work hours in a fourteen (14) day period.
- (b) Upon the institution of the "Kelly Time" in the revised Section 20.3(a) contained in Section 3 this Memorandum of Agreement, the regular pay for the eighty-four (84) regular

scheduled work hours shall be eighty (80) hours of pay at the employee's hourly rate of pay as listed in Appendix A of the Collective Bargaining Agreement.

- (c) Officer assignments shall be divided between a day shift and a night shift. Each shift shall be divided into two (2) squads. The shifts shall be as follows:

Day Shift                      0600 hours to 1800 hours  
Night Shift                    1800 hours to 0600 hours

- (d) The workday shall consist of the two (2) work shifts in subsection (a) above. The work schedule cycle shall consist of:

two (2) consecutive workdays, followed by two (2) consecutive days off;  
three (3) consecutive workdays, followed by two (2) consecutive days off; and  
two (2) consecutive workdays, followed by three (3) consecutive days off.

- (e) The schedule shall then repeat itself.
- (f) The two (2) day shift squads shall each consist of at least two (2) deputy sheriffs and the two (2) night shift squads shall each consist of at least two (2) deputy sheriffs. As used herein, the term "deputy sheriffs" includes Deputy Sergeants. In the event additional deputy sheriffs are hired, the parties will discuss and agree to additional shift starting and quitting times.
- (g) The work schedule rotation shall be as follows:

Twelve-hour Work Schedule

	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
Squad 1														
Day Shift	On	Off	Off	On	On	Off	Off	Off	On	On	Off	Off	On	On
Night Shift	On	Off	Off	On	On	Off	Off	Off	On	On	Off	Off	On	On
Squad 2														
Day Shift	Off	On	On	Off	Off	On	On	On	Off	Off	On	On	Off	Off
Night Shift	Off	On	On	Off	Off	On	On	On	Off	Off	On	On	Off	Off

### **Section 3 – Changes to the Collective Bargaining Agreement**

In addition to the schedule changes in Section 2 above, Sections 16.3, 20.2, 20.3, 20.6, and 25.3 of the Collective Bargaining Agreement will be modified as follows:

#### **Section 16.3. Holiday Pay**

- (a) If an employee works on any of the paid holidays described in Section 16.1 above, the employee shall be paid at the rate of time and one-half for all hours worked in addition to his regular base pay.

- (b) Employees covered by this Agreement whose regularly scheduled day off falls on a paid holiday shall receive a normal ~~work day's~~ workday's compensation in addition to the regular base pay. The employee may choose to accept cash or compensatory time for holiday pay.
- (c) Any employee that earned holiday compensation time from September 1, 2011 and did not use it to the current date shall have their compensatory time reduced and paid in like amount for such compensatory time. Any employee who earned and used such compensatory time shall have no such reduction.

#### **Section 20.2. Work Period**

- (a) The work period is defined as a regularly recurring period of seven (7) days from 12:01 a.m. Sunday to 12:00 Midnight Saturday. Up to eight (8) consecutive hours of work within a twenty-four (24) hour period constitutes the regular ~~work day~~ workday.
- (b) The word period for patrol deputies is defined as a regularly reoccurring period of fourteen (14) days from 12:01 a.m. Sunday to 12:00 Midnight Saturday. Up to twelve (12) consecutive hours of work within a twenty-four (24) hour period constitutes the regular workday.

#### **Section 20.3. Work Schedule**

##### **(a) Patrol Deputies**

Patrol Deputies shall work a twelve (12) hour shift and the schedule will be for six (6) week time periods. The normal rotation for this time frame would be two hundred forty (240) hours of work. This schedule would work a Patrol Deputy for two hundred fifty-two (252) hours in this six (6) week period. This extra twelve (12) hours worked in a six (6) week schedule will be referred to as a "Kelly Time" and a "KT" on the schedule will indicate this day off. Kelly Time will accrue at the rate of four (4) hours every two (2) weeks for a total of twelve (12) hours for every six (6) week period. At the end of the period the Kelly Time will be taken by each Deputy only as scheduled by the Supervisor (person in charge of scheduling) and approved by Administration.

##### **(b) Bailiff**

The Bailiff shall be scheduled to work on a regular five (5) day work shift in a seven (7) day period. The Bailiff may be scheduled to work forty (40) hours in a seven (7) day period. All hours worked or compensated shall count towards the forty (40) hours in a work week.

##### **(c) Unit B Employees**

All employees in Unit B shall be scheduled to work on a regular five (5) day work shift in a seven (7) day period. An employee may be scheduled to work forty (40) hours in a seven (7) day period. All hours worked or compensated shall count towards the forty (40) hours in a work week.

(c) Changes in Shifts

Shifts may be rotated pursuant to management needs. The Employer reserves the right to review and alter shifts every ninety (90) days. ~~All hours worked or compensated shall count towards the forty (40) hours in a work week.~~

**Section 20.6. Overtime**

Employees required to work any hours ~~in addition to~~ in excess of their normal regularly scheduled ~~work day~~ workday or ~~the their regularly scheduled normal work week~~ shall be paid as follows: ~~compensated for All all hours worked in excess eight (8) hours in a of their regularly scheduled workday or their regularly scheduled forty (40) hours in a work week,~~ shall receive at the rate of pay equal to one and one-half (1 1/2) times their regular hourly rate of pay.

**Section 25.3. Personal Days Accrual and Use**

(a) Accrual

Each employee shall have three (3) personal days per year with pay to be credited on September 1. During the first year of employment and after completion of probation, Unit A employees shall accrue personal ~~days leave~~ at the rate of one-half (1/2) day per month of service up to a maximum of three (3) days; Unit B employees shall accrue one (1) personal day for every four (4) months to be used during ~~that those~~ four (4) months unless time constraint waived by Sheriff.

(b) Use

Personal ~~days leave~~ shall be taken in not less than one half (1/2) day ~~at a time~~ increments and the employee shall ~~receive be paid at the employee's base salary~~ regular hourly rate for each increment of personal day leave taken. Personal ~~days leave~~ may not be accumulated from year to year but must be taken or lost.

**Section 4 – Transitional Period**

- (a) The schedule in Section 2 of this Agreement will add an additional four (4) hours of work per pay period to what has historically been eighty (80) hours of work per pay period schedule. That adds an additional one hundred four (104) hours of work per year to the total pay for Deputies.
- (b) For a transitional period until the workforce has grown to the point, at the Sheriff's discretion, where benefit hours can be used and the additional four (4) hour periods can be awarded as time off pursuant to the above revised Section 20.3(a), the four (4) hours of work per pay period shall be paid as overtime at the time and one-half rate the employee's regular hourly rate.
- (c) This Section shall only operate during the transitional period until the work force is restored to a point where hours can be distributed to allow for deputies to take paid leave.

### **Section 5 – Bailiff's Work Schedule**

Until, in the judgement of the Sheriff, there are deemed to be enough deputy sheriffs employed to fully staff the schedule, the Bailiff will be assigned a deputy slot. Once the Sheriff has determined that the Bailiff is no longer needed to staff the schedule, he will resume his duties as Bailiff under his original eight (8) hour shift.

### **Section 6 – Holiday Pay and Personal Leave Accrual**

Effective September 1, 2021, holiday pay and personal leave for employees working twelve (12) hour shifts shall be as follows:

- (a) Holiday pay under Section 16.3(b) shall be for twelve (12) hours instead of the current eight (8) hours.
- (b) Personal Leave under Section 25.3 shall remain at one-half (1/2) regularly scheduled day per month for a maximum of three (3) days. Instead of accruing five (5) hours of personal leave per month up to the maximum of thirty (30) hours, employees working twelve (12) hour shifts shall accrue six (6) hours of personal leave per month up to the maximum of thirty (36) hours.

### **Section 7 – Carry Over of Benefit Time**

Due to the current shortage or the workforce in Unit A, benefit time under Sections 16.3, 17.1, and 25.3 of the Collective Bargaining Agreement may be temporarily carried until such time as the Sheriff deems the workforce has grown sufficiently to accommodate the use of said benefit time.

### **Section 8 – Termination of Memorandum of Agreement**

Either the Sheriff or the Union may terminate this Memorandum of Agreement for any valid reason at any time during the fifty-two (52) week experimental period.

If either the Sheriff or the Union which to terminate Memorandum of Agreement, they shall provide thirty (30) calendar days written notice to the other party.

Upon either the Sheriff or the Union exercising their right to terminate this Memorandum of Agreement, the Sheriff and the Union shall meet and make a good-faith effort to address the concerns of the party that exercised their right to terminate this Memorandum of Agreement. The Sheriff and the Union shall also meet to discuss any impact the termination of this Memorandum of Agreement will have on scheduling.

If this Memorandum of Agreement is terminated, the deputies shall return to the work schedule that was in effect at the time this Memorandum of Agreement was entered into by the parties.



### **Section 9 – Application of the Collective Bargaining Agreement**

All other provisions of the Collective Bargaining Agreement and its Side Letters of Agreement and/or Understanding not specifically addressed by this Memorandum of Agreement shall remain in full force and effect. This Memorandum of Agreement shall be attached to the Collective Bargaining Agreement and be part thereof.

### **Section 10 – Establishment of the Status-Quo**

This Memorandum of Agreement shall not be used by the Employers or the Union to establish a status quo in current and/or future bargaining pursuant to the Illinois Public Labor Relations Act.

### **Section 11 – Non-Waiver**

Any change to the Collective Bargaining Agreement made herein shall not be deemed a waiver of any other rights contained in the Collective Bargaining Agreement or under the law.

This Memorandum of Agreement shall not be deemed to be a waiver of any grievance, unfair labor practice charge, or other form of legal process or any position taken therein.

### **Section 12 – Amendments**

The Parties agree that this Memorandum of Agreement may not be modified, altered, or changed except by written agreement signed by the parties hereto.

### **Section 13 – Entire Agreement**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives and successors. The Shelby County, the Shelby County Sheriff's Office, and the Illinois Fraternal Order of Police Labor Council acknowledge this Memorandum of Agreement constitutes the entire agreement between them superseding all prior written and oral agreements or understandings between the Parties covering the subject matter hereof.

Shelby County, the Shelby County Sheriff's Office, and the Illinois Fraternal Order of Police Labor Council warrant that there are no representations, agreements, arrangements, or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in this Memorandum of Agreement that are not fully expressed herein.

### **Section 14 – Signatures**

Each party represents and warrants to the other that their respective undersigned representatives are fully authorized to enter and bind it to the terms of this Memorandum of Agreement.

The Parties agree that this Agreement may be signed in counterparts with the same effect as if the signatures were upon the same document. Signatures obtained via facsimile or other electronic means

shall be deemed the same as originals.

**FOR THE EMPLOYERS:**



Sean McQueen, Shelby County Sheriff




Bobby Orman, Shelby County Board Chair

**FOR THE UNION:**



Mark Russillo, Illinois FOP Labor Council



Jeff Wood, Labor Committee Chair

Dated this 19<sup>th</sup> day of August 2021.