

NOTICE OF SPECIAL SHELBY COUNTY BOARD MEETING

December 14, 2021

SHELBY COUNTY BOARD SPECIAL MEETING AGENDA - AMEMDED

December 20, 2021 – 9:00 A. M. in Courtroom B – Shelby County Courthouse

1. Call to Order – Pledge of Allegiance
2. Roll Call
3. Public Body Comment
4. Discussion and vote on Memorandum of Understanding between Shelby County Sheriff/County of Shelby and the Illinois Fraternal Order of Police Labor Council on Establishing Hiring/Retention Incentives for Sheriff's Office Employees
5. Discussion and vote on Memorandum of Understanding between Shelby County Sheriff/County of Shelby and the Illinois Fraternal Order of Police Labor Council amending Memorandum of Agreement of August 30, 2021, requiring two deputies on day and night shift squads
6. Discussion and vote on Memorandum of Understanding between Shelby County Sheriff/County of Shelby and the Illinois Fraternal Order of Police Labor Council extending the Unit A wage matrix to include Sergeant Jeff Wood's years of service and amending FOP contract to specify that employee insurance contributions are to be withheld from two pay periods per month
7. Discussion and vote on resolution to approve an acting County Highway Engineer
8. Adjournment

Please silence cell phones during the Board meeting.

SPECIAL MEETING OF THE SHELBY COUNTY BOARD
December 20, 2021, at 9:00 AM

The Shelby County Board met on Monday, December 20, 2021, at 9:00 A.M. in Courtroom B of the Courthouse in Shelbyville, Illinois.

Chairman Coffman called the meeting to order and all those present recited the Pledge of Allegiance.

County Clerk Jessica Fox called the roll. Edwards, Gergeni, Lenz and Swits were absent.

Chairman Coffman called for Public Body Comment.

A summary of the public body comments made include the following:

Special meetings should be held during evening hours for the benefit of the public.

The board needs to do their due diligence and make certain ARPA funds can be used for these expenditures and these additional expenses won't be passed on to the taxpayers. The board was encouraged to not act in haste on these issues.

While law enforcement and public safety is a #1 priority, how will these MOU's potentially impact taxpayers?

ARPA funds aren't currently budgeted, so can they be spent?

Has Bellwether, the company the county hired to assist with the ARPA funds stated these expenses are true ARPA expenditures?

The board was questioned when the other union employees (AFSCME) will want ARPA premium pay. Several members of the AFSCME union were in attendance.

Chairman Coffman informed the those present he would move item #7, appointment of an acting county engineer, up on the agenda. The County has been without a Highway Engineer since October 31, 2021, due to the retirement of Alan Spesard. The board needs to appoint someone to sign paperwork required by IDOT. Stacy Prosser, Foreman at the Highway Dept. has volunteered to take this position in the interim. Prosser started at the Highway Department in November of 2012.

Simpson made motion to approve the resolution appointing Prosser as acting county engineer. Drnjevic seconded said motion, which passed by voice vote (17 yes, 0 no).

The first memorandum of understanding presented was to establish hiring/retention incentives between the county and the FOP. This includes standby pay, a \$6.00 an hour wage increase for Unit A(Deputies) employees and a \$3.00 an hour wage increase for Unit B(Secretaries, Corrections, Dispatch and Janitors) employees, expanded shift differential, the county will cover the \$106.00 a month health insurance costs for all FOP employees who participate in the wellness screens, new hires will receive a

sign on bonus, and current unit A employees will receive a \$4,000 retention bonus and Unit B employees will receive a \$3,000 retention bonus. This agreement will sunset on August 31, 2024. The FOP contract that was passed by the board on November 10th, 2021, will also expire on August 31, 2024. Discussion was held. Assistant State's Attorney Jay Scott informed the board this MOU is predicated on the County's ability to use ARPA funds to protect the County. The lack of law enforcement officers is a safety issue for the citizen's and the deputies. Questions were asked about these expenditures not being budgeted and if those funds should be set up prior to them being spent.

B. Bennett made motion to approve the hiring/retention MOU. Patterson seconded said motion, which passed by roll call vote (11 yes, 6 no) – Ayes: Barr, B. Bennett, Boehm, Canaday, Coffman, Drnjevic, Durbin, Hite, Patterson, Simpson and Slifer. Nays: M. Bennett, Ongman, Orman, Percy, Tate and Williams.

The next MOU makes the change of requiring 2 deputies to be on duty for both day and night shift, which was included in an MOU passed by the board on August 19, 2021. Due to staffing shortages, it currently isn't possible to have 2 deputies on both shifts.

Tate make motion to approve this MOU. B. Bennett seconded said motion, which passed by voice vote (17 yes, 0 no).

The final MOU presented is to extend the wage matrix to include Sergeant Jeff Wood's years of service and to amend the union contract regarding payroll deductions for health insurance to be withheld 2 pay periods per month.

B. Bennett made motion to approve the MOU. Patterson seconded said motion, which passed by roll call vote (17 yes, 0 no). Ayes: Barr, B. Bennett, M. Bennett, Boehm, Canaday, Coffman, Drnjevic, Durbin, Hite, Ongman, Orman, Patterson, Percy, Simpson, Slifer, Tate and Williams. Nay: none.

There was no further business to come before the county board.

B. Bennett made motion to adjourn. M. Bennett seconded said motion, which passed by voice vote (17 yes, 0 no) and the meeting was adjourned at 9:38 AM.


Jessica Fox
Shelby County Clerk and Recorder

Dec. 20, 2021

SPECIAL SESSION

		ROLL CALL			QUESTIONS											
		MILEAGE	12/20/2021 A.M.	1 / 2021 P.M.	MILL ON MOTIONS TO Hiring Incentives		MILL - Jeff ON MOTIONS TO Electricity Longevity			ON MOTIONS TO		ON MOTIONS TO		ON MOTIONS TO		
COUNTY BOARD MEMBERS					AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
BARR, KENNETH	50	✓			1		1									
BENNETT, BARBARA	40	✓			2		2									
BENNETT, MARK	32	✓				1	3									
BOEHM, TERESA		✓			3		4									
CANADAY, PAUL		✓			4		5									
COFFMAN, BRYON	48	✓			5		6									
DRNJEVIC, DENNIS	22	✓			6		7									
DURBIN, JESSE	12	✓			7		8									
EDWARDS, JULIE		A														
GERGENI, GARY	26	A														
HITE, ROD	56	✓			8		9									
LENZ, LARRY	26	A														
ONGMAN, SHARON		✓				2	10									
ORMAN, ROBERT	34	✓				3	11									
PATTERSON, GARY		✓			9		12									
PEARCY, DEREK	20	✓				4	13									
SIMPSON, ROBERT	32	✓			10		14									
SLIFER, JEFF	32	✓			11		15									
SWITS, DAVID	34	A														
TATE, DON	40	✓				5	16									
WILLIAMS, LYNN		✓				6	17									



Resolution Requesting Consent to the Appointment of an Acting County Engineer 2021-66



WHEREAS, a vacancy exists on 11/1/2021 in the office of County Engineer in Shelby County, Illinois due to the removal, resignation or death of the incumbent County Engineer Alan Spesard which occurred on 10/31/2021, and

WHEREAS, in accordance with 605 ILCS 5/5/-204, the County Board must request and receive consent of the Department before appointing an Acting County Engineer, and

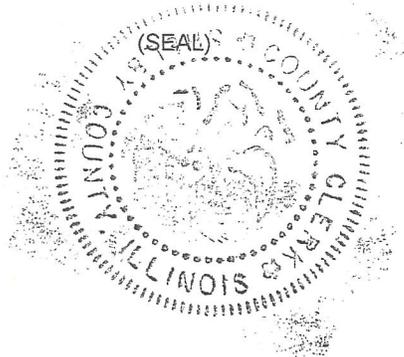
WHEREAS, this Board, due to this emergency, did on 12/20/2021, appoint STACY PROSSER as Acting County Engineer.

THEREFORE, BE IT RESOLVED that the Shelby County Board does hereby request the consent of the Department of Transportation to the appointment of Stacy Prosser as Acting County Engineer, and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified originals of this resolution to the district office of the Department of Transportation.

I Jessica Foy County Clerk in and for said County of Shelby in the State of Illinois, and keeper of the records and files thereof as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Shelby at a meeting held on 12/20/2021

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day of Dec., 2021



Clerk Signature [Redacted]

Regional Engineer, Department of Transportation [Redacted]

Date 01/07/22

RESOLUTION 21 - 67

SHELBY COUNTY BOARD RESOLUTION TO ENTER MEMORANDUM OF UNDERSTANDING ESTABLISHING HIRING/RETENTION INCENTIVES WITH THE FOP LABOR COUNCIL AUTHORIZING PREMIUM/HIRING PAY FOR ESSENTIAL WORKERS UNDER THE AMERICAN RESCUE PLAN ACT

WHEREAS, The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 providing for State And Local Fiscal Recovery Funds to the County of Shelby and other governments across the United States to both mitigate the financial impacts of COVID-19 as well as stimulate economic recovery; and

WHEREAS, recovery funds may be used by recipients, including counties, to provide premium/hazard pay to eligible county workers performing essential county work during the COVID-19 public health emergency; and

WHEREAS, Shelby County has received funds from the American Rescue Plan Act which must be obligated by December 2024 and expended by December 2026; and

WHEREAS, this premium/hazard pay may be provided retrospectively for work performed at any time since the start of the COVID-19 public health emergency; and

WHEREAS, incentives for essential workers are required to both retain current employees and to attract new employees in order to return to pre-COVID-19 staffing levels in the Shelby County Sheriff's Office; and

WHEREAS, on December 14, 2021 the Shelby County Board Negotiations Committee negotiated a Memorandum of Understanding Establishing Hiring/Retention Incentives with FOP Labor Council and has recommended said Memorandum of Understanding for approval by the Shelby County Board.

BE IT RESOLVED, that the Shelby County Board hereby approves and enters into the Memorandum of Understanding Establishing Hiring/Retention Incentives.

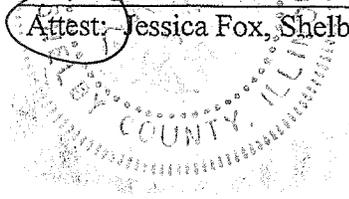
December 20, 2021

[Redacted Signature]

Bryon Coffman, Chairman of the County Board

[Redacted Signature]

Attest: Jessica Fox, Shelby County Clerk



**MEMORANDUM OF UNDERSTANDING
ESTABLISHING HIRING/RETENTION INCENTIVES**

AGREEMENT entered into this the 14th day of December, 2021, with Shelby County and the Shelby County Sheriff (hereafter "Employer") and the Illinois FOP Labor Council (hereafter "Union") on behalf of the employees of the Shelby County Sheriffs Department:

WHEREAS, the parties are signatory to a collective bargaining agreement (CBA); and

WHEREAS, the Union and the Employer desire to increase incentives for hiring new employees and retain current employees in a volatile marketplace; and

THEREFORE, the parties hereby agree make the following changes to the CBA in order to clarify their intent:

(1) **Hours of Work/Overtime:**

New Section 20.10 - An Employee who is directed by the Employer to be available for work within 30 minutes shall be entitled to "Standby Pay" and shall receive three (3) hours pay for any period of stand-by of 12 hours or less, whether required to work or not. Employee will remain sober and within a proximity to be able to begin working within 30 minutes (new Section 20.10).

(2) **Wages**

Section 21.1 – Pay Schedule – Effective 12:01 AM December 21, 2021, each step of the matrices shall be increased by \$6.00 per hour for Unit A as Essential Worker Premium Pay through August 31, 2024 during the period of Covid 19 State Emergency Order. In addition, effective 12:01 AM December 21, 2021, each step of the matrices shall be increased by \$3.00 per hour for Unit B as Essential Worker Premium Pay through August 31, 2024 during the period of Covid 19 State Emergency Order

(3) **Specialty Pay:**

Section 21.4 - Expand current shift differential language to a uniform \$0.30 per hour for all hours worked between 4 pm and 6 am effective 12:01 AM December 21, 2021.

(4) **Insurance:**

County agrees to pay full cost of employee individual basic health insurance premium for any employee that participates in the Wellness program, thus eliminating the \$53.00 per pay employee portion.

(5) **Expansion of Residency:**

The parties agree to expand residency beyond the limits currently stated in Article 25, Section 25.7 equal to or less of a radius from the County Seat (Shelbyville) to the farthest

location from the County Seat plus ten (10) miles; and further, to allow employees who are issued a take-home vehicle as a requirement for their job the option of taking their service vehicle to their residence, or to some other mutually-agreed location within that radius upon completion of their shift.

(6) **Lateral Transfers:**

Amend the Lateral Transfer Policy (Appendix E) as follows:

- a. Currently or previously employed as a Deputy Sheriff, Municipal Police Officer, Corrections Officer, Law Enforcement Telecommunicator or 911 Operator, or any other Law Enforcement Officer within the last 5 years.
- b. Vacation – Award up to 3 weeks of vacation consistent with up to 10 years of tenure from prior agency. Vacation time will have no cash value if employee leaves employment prior to end of first year.
- c. Lateral Transfers to Unit A shall receive a \$2000 signing bonus payable at end of first year of employment, with an additional \$2000 bonus payable at the end of the second year of employment. Lateral Transfers to Unit B shall receive a \$1500 signing bonus payable at end of first year of employment, with an additional \$1500 bonus payable at the end of the second year of employment.

(7) **New Hires:**

Add the following incentives for new hires:

- a. New hires to Unit A shall receive a \$2000 signing bonus payable at end of first year of employment, with an additional \$2000 bonus payable at the end of the second year of employment. New hires to Unit B shall receive a \$1500 signing bonus payable at end of first year of employment, with an additional \$1500 bonus payable at the end of the second year of employment.
- b. Starting pay will reflect Essential Worker Premium Pay increases described above.

(8) **Retention of Current Employees:**

Hazardous Duty Bonus for all current Employees shall be disbursed as follows:

- a. Current Unit A employees as of 12:01 AM December 21, 2021 shall receive a lump sum payment of \$4,000.
- b. Current Unit B employees as of 12:01 AM December 21, 2021 shall receive a lump sum payment of \$3,000.

(9) **Non-Precedent Setting:** This agreement is without precedent or prejudice and may not be used in any way in future actions, for any reason, except for the enforcement of its terms.

(10) **Incorporation into Collective Bargaining Agreement:** The parties agree that the terms and conditions contained in this Memorandum shall be incorporated into the appropriate Articles and Sections of the main body of the parties' collective bargaining agreement at their earliest opportunity.

(11) **Dispute Resolution:** The parties agree that disputes arising under the terms of this Agreement shall be resolved in the grievance procedure of the parties' collective bargaining agreement.

(12) **ARPA Funding:** This agreement is predicated on the Employer's ability to fund wages and incentives through the American Rescue Plan Act of 2021 (ARPA). If it is determined at a later date that these funds are not available for this purpose the employer will not be responsible for funding the wages and incentives contained in this agreement, and the parties agree to meet to determine if alternatives to ARPA funding can be arranged in order to implement the parties' desires to increase incentives for hiring new employees and retain current employees.

(13) **Authority of Representatives:** Each party represents and warrants to the other that their respective undersigned representative is fully authorized to enter into and bind it to the terms of this Agreement.

Signatures

FOR THE EMPLOYER:



County Board Chair



County Clerk



County Sheriff

FOR THE UNION:



Bargaining Unit Representative

Bargaining Unit Representative



Bargaining Unit Representative



FOP Field Representative

MEMORANDUM OF UNDERSTANDING BETWEEN
SHELBY COUNTY SHERIFF/COUNTY OF SHELBY
AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

This Memorandum of Understanding is entered into by and between the Shelby County Sheriff/County of Shelby (hereafter referred to as "Employer") and the Illinois Fraternal Order of Police Labor Council (hereafter referred to as the "Union").

WHEREAS on August 30, 2021 the Shelby County Sheriff's Office, Shelby County Board, and the Illinois Fraternal Order of Police Labor Council entered into a Memorandum of Agreement Regarding Twelve Hour Shifts for Deputies Bargaining Unit; and

WHEREAS the terms of said Memorandum of Agreement Regarding Twelve Hour Shifts for Deputies Bargaining Unit provides in Section 2(f) that the two (2) day shift squads and the two (2) night shift squads shall each consist of at least two deputies

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

WHEREAS the shortfall in the current deputy sheriff's workforce prevents maintaining shifts of at least two deputies.

Therefore, the parties desire to amend said contract and place their understanding in writing.

Terms

- 1) That until such time as the current shortfall in the deputy sheriff's workforce is corrected, the parties hereby agree that the two (2) day and two (2) night shift squads are not required to consist of at least two (2) deputy sheriffs.
- 2) This agreement is without precedent or prejudice and may not be used in any way in future actions, for any reason, except for the enforcement of its terms.

3) Each party represents and warrants to the other that their undersigned representative is fully authorized to enter into and bind it to the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this 8th day of DECEMBER, 2021.

FOR THE EMPLOYERS:

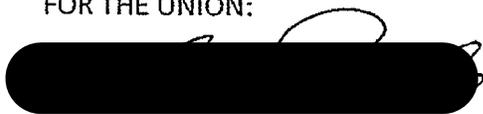


Brian McReynolds, Shelby County Sheriff



Bryon Coffman, Shelby County Board Chair

FOR THE UNION:



Mark Russillo, Illinois FOP Labor Council



Jeff Wood, Labor Committee Chair

MEMORANDUM OF UNDERSTANDING

Between

SHELBY COUNTY SHERIFF/COUNTY OF SHELBY

And

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

This Memorandum of Understanding is entered into by and between The Shelby County Sheriff/County of Shelby (herein referred to as "Employer"), and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union").

Recitals

Whereas, the Employer and the Union had recently agreed to a three (3) year contract with wage increases of \$1100 for each of those three years with longevity increases of \$500 for each of those three years; and

Whereas, existing language under Article XXI (Wages) and Appendix A (wage matrix) does not extend seniority steps for years 26, 27, 28, and 29; and

Whereas existing language under Article XXII, Section 22.1 appears ambiguous in terms of the number of pay periods per month from which a payroll deduction may be made to cover employee insurance contributions; and

Therefore, the parties desire to amend said contract and place their understanding in writing

Terms

1. The Employer and the Union agree to extend the Unit A wage matrix so that Deputy Sergeant Jeff Wood may progress to a 26th and 27th year seniority step in order to ensure he receives appropriate wages and longevity agreed to by the parties in the 2021-2024 collective bargaining agreement.
2. Deputy Sergeant Wood shall receive (beyond his September 1, 2021 Step increase after 25 years) a \$500 longevity increase June 20, 2022; an \$1100 Step increase September 1, 2022; a \$500 longevity increase June 20, 2023; an \$1100 Step increase September 1, 2023; and a \$500 longevity increase on June 20, 2024.
3. The language under Section 22.1 will be amended to reflect that the employee contribution for insurance, if applicable, will only be drawn from a maximum of two (2) pay periods per month.
4. The aforementioned changes shall be considered a part of the contract settlement.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2021.

FOR THE EMPLOYER

By: 
Shelby County Board Chair

FOR THE COUNCIL

By: _____

Bargaining Committee

By: _____

Bargaining Committee

By: _____

Bargaining Committee

By: _____

Field Representative