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SHELBY COUNTY CLERK  
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MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING entered on this day 3rd of May, 2024 by and between the County of Shelby, Illinois (“the Employer”), the Illinois Fraternal Order of Police Labor Council (“the Union”), or collectively (“the Parties”) is as follows:

WHEREAS, the Road Deputies have been working a twelve (12) hour schedule since August of 2021; and

WHEREAS, the Employer desires to make modifications to the existing schedule, to which the Union is agreeable; and

WHEREAS, the Parties desire to clarify the Training and Pay sections; and

WHEREAS, the Parties desire to include the Deputy Bailiff and Courtroom Security Bailiff positions into the contract; and

WHEREAS, the parties wish to commemorate those understandings without making extensive changes to either body of their existing collective bargaining agreements.

THEREFORE, the parties agree:

- 1) **Contract to be Amended:** Upon ratification, this Memorandum of Understanding (MOU) shall amend the parties’ current Collective Bargaining Agreement and shall be considered a part thereof.
- 2) **Amendment:** The parties’ Collective Bargaining Agreement shall be amended in the following manner;
  - A) Road Deputies shall continue working a twelve (12) hour schedule. This schedule will continue through 8/31/24. The County shall make all reasonable efforts to maintain twelve (12) Road Deputies. Such allocation shall not include either Deputy Bailiff or Court Security Bailiff positions.
  - B) Should there be eleven (11) full time Deputies, there shall be five Deputies on each team, two assigned to day shift, two assigned to night shift and one “power shift” on each team. Additionally, there may also be an Investigator. The Investigator’s schedule shall be determined by the Sheriff, after consultation with the Investigator. Should there be ten (10) full time Deputies, there shall be four Deputies on each team, two assigned to day shift, two assigned to night shift. Additionally, there may also be one “power shift” and an Investigator, the creation of both positions shall be determined by the Sheriff. Should there be nine (9) full time Deputies, there shall be four Deputies on each team, two assigned to day shift, two assigned to night shift. Additionally, there may be an Investigator. Should there be eight (8) full time Deputies or less, there shall be four Deputies on each team, two

assigned to day shift, two assigned to night shift. Should there be twelve (12) or more full time Deputies, then the Sheriff shall have the authority to determine where these additional Deputies are assigned.

The Parties agree that the Sheriff shall have the authority to reassign the "power shift" Deputy, so long as reasonable notice is provided. The Sheriff, Chief Deputy/Undersheriff, Deputy Bailiff(s) and Court Security Bailiff(s) shall not be a part or considered in any of the above numbers. A Deputy shall be able to voluntarily adjust his schedule if requested by the Sheriff. When a shift bid takes place, pursuant to Section 20.10, the Sheriff will post each position that is available for bid, and each position (including the power shift position) shall be bid upon.

- C) Should staffing fall below the above numbers, and a Deputy in a specialized assignment (i.e. Task Force or Investigator) be required to come work the road, the Parties agree that a shift bid will be completed at that time.
- D) Specialized positions shall work Monday through Friday, forty (40) hour work week, unless determined by the Sheriff to be needed on the weekends. The hours shall be determined by operational necessity.

E) Appointment/Selection Considerations

A. Transfer Applicants must complete a Shelby County Sheriff's Department Application and undergo interview by the Sheriff.

B. Applications shall be accepted year-round for lateral transfers, ~~and up to the first 3 new hires may be lateral transfer, after which time hiring will alternate between new recruits and lateral transfers.~~

C. All applicants chosen for selection shall undergo a background investigation, meeting all qualifications for the position of Deputy Sheriff as provided by law.

D. Applicants who have completed the above will be considered conditionally certified for employment.

E. The County may require further appropriate screening examinations of conditionally certified applicants.

F. Any applicant chosen who completed the Illinois Part Time Officer Basic Training Class must be FT certified by the Part Time Officer Transitional Training in accordance with the requirements of the Illinois Law Enforcement Training & Standards Board.

F) Section 25.5. Continuing Education

For mandatory training, employees will receive compensation at the employee's rate of pay equal to one and a half (1 1/2) their regular rate of pay. Employees may elect to take compensatory time off in lieu of overtime pay in accordance with Section 20.7.

For optional training sessions, employees not working a regular scheduled work shift, will receive compensatory time only for those hours actually spent in the training session. Employees working a regular scheduled shift during the hours of training sessions

may be allowed to attend the training session, at the sheriff or his designees approval, as their normal work shift and will receive their regular rate of pay as they would have if they were working their regular work shift.

If the employee is scheduled to work a work shift which is not at the same time of the training session on the day of the training session, the Sheriff may allow the employee to use the training session as their work shift instead of their normal work shift if there is acceptable staffing for the work shift that employee would normally have worked.



If there is not acceptable staffing for the employee's work shift, the Sheriff may require the employee to take accrued benefit time off due to the need to replace the employee's position for that day with additional manpower. If the employee's work shift is not at the same time of the training session, the employee may elect to go to the training session and complete his normal work shift.

If the training session is during the employee's normal work shift, the employee would have to satisfy the total number of hours for his work shift once completing the training sessions/travel time, or utilize benefit time for the rest of the shift, option of the employee (Example: If the employee's work shift is 12 hours and the training session is 8 hours, with one hour of round trip travel time, the employee would return to his normal work shift duties for the remaining 3 hours, or use 3 hours of benefit time). Employees shall be permitted to use a Sheriff's Department vehicle for transportation to and from training sessions.



- G) The Parties agree to complete a Unit Clarification Petition moving the Deputy Bailiff position to Unit A and the Court Security Bailiff to Unit B. The parties further agree to complete a MOU clarifying the Recognition Article of the contract to match the new certification issued by the Illinois Labor Relations Board. The Deputy Bailiff salary will be the same as other Unit A positions. The Court Security Bailiff salary will be the same as other Unit B positions.
- H) The Parties agree to add "Juneteenth" to the list of holidays in Section 16.1 in the Parties' Collective Bargaining Agreement retro back to the June 19, 2023 holiday.
- I) The Parties agree to modify the memorandum of understanding dated 12/14/21 in the following manner:
  - a) 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~~. The updated Unit A and Unit B wage scales are attached to this MOU as Appendix A.

- b) ~~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.~~
- c) The Parties agree that the above offer is being made to settle on-going grievances (GR-200420-NLOY, GR-220204-QBWM, GR-230901-TKMR and GR-230901-WTIO) a withdrawal of said grievances with prejudice.
- d) The Parties agree that all current employees, shall be provided their pay pursuant to Section I(a) above, retro back to August 13, 2023. Retro Pay will be provided on a separate check at least thirty (30) calendar days after ratification of this MOU. Further, the pay (\$6/hr for Unit A and \$3/hr for Unit B) shall be re-instituted on the first pay date after ratification of this MOU. Such payments shall serve as a remedy for grievances TKMR and WTIO. Grievances NLOY and QBWM will be withdrawn by the Union with prejudice.
- 3) The County shall provide a payment of \$1,053.52 (minus normal withholdings) to former employee, Melissa Haynes, as means of settlement of GR-210629-LWSE and GR-210630-EIJH for not providing 51 hours of vacation and one hour of compensatory time upon her separation from service. In addition to the above, the County shall provide a payment of \$672.52 (minus normal withholdings) to former employee, Devon Durbin, as means of settlement of GR-210825-TUGS for not providing 34 hours of vacation time upon his separation from service.
- 4) This Memorandum of Understanding shall not apply to any part-time employees of the Employer.
- 5) Any disagreements as to this MOU will be resolved via the grievance process in the collective bargaining agreement.
- 6) Any sections of the Collective Bargaining Agreement, or current Memorandum of Understandings that are not addressed above, shall remain the same.

FOR THE EMPLOYER (COUNTY OF SHELBY, ILLINOIS)


 5/3/24  
Signature Date  
 5/3/24  
Signature Date

FOR THE UNION (FOP LABOR COUNCIL)

 5/2/24  
ILEOPLC Representative Date  
 5/3/24  
Deputy Steward Date

Signature \_\_\_\_\_

Date \_\_\_\_\_

  
 Civilian Steward

3/5/24

Date

**APPENDIX A – WAGES**

Step Years of Service	August 13, 2023	
	Unit A	Unit B
Start	\$28.67	\$21.70
Base	\$31.91	\$24.37
After 2 Years	\$32.15	\$24.61
After 3 Years	\$32.39	\$24.85
After 4 Years	\$32.63	\$25.09
After 5 Years	\$32.88	\$25.33
After 6 Years	\$33.12	\$25.57
After 7 Years	\$33.36	\$25.81
After 8 Years	\$33.60	\$26.05
After 9 Years	\$33.84	\$26.29
After 10 Years	\$34.08	\$26.53
After 11 Years	\$34.32	\$26.77
After 12 Years	\$34.56	\$27.01
After 13 Years	\$34.80	\$27.25
After 14 Years	\$35.04	\$27.50
After 15 Years	\$35.28	\$27.74
After 16 Years	\$35.52	\$27.98
After 17 Years	\$35.76	\$28.22
After 18 Years	\$36.00	\$28.46
After 19 Years	\$36.24	\$28.70
After 20 Years	\$36.48	\$28.94
After 21 Years	\$36.72	\$29.18
After 22 Years	\$36.96	\$29.42
After 23 Years	\$37.20	\$29.66
After 24 Years	\$37.44	\$29.90
After 25 Years	\$38.40	\$31.10
After 30 Years	\$39.37	\$32.06