

Shelby County Board

P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421

Dear Shelby County Board and Citizens of Shelby County,

In January of 2021, a grievance was filed from the Shelby County Sheriff's Department FOP Union regarding the awarding of vacation benefit time. The grievance was that vacation benefit time was not going to be awarded in the same manner as in the past years, which has been awarded in direct violation of the contract. Vacation has been being credited to the employee on January 1 of each calendar year. The FOP contract clearly states that the 40 hrs. vacation time be awarded after one year of service and vacation benefit time is earned annually after that. The contract clearly says the service date is the date of hire. The past practice was in direct violation of the contract to the benefit of the employee and constitutes direct overpayments under the contract. I was advised that the courts recognize past practice in labor situations and would rule in favor of the employee. The problem I find with the past practice advice I received from the Shelby County States Attorney is this: when past practice is changed by the employer, there is a grievable event. If the employer does not change the language in the contract but find out the department has been doing it wrong, I don't find a grievable offense. The employer (Shelby Co Board) NEVER changed the vacation language. Like stated above, I was informed that we would lose in arbitration if it went that far. Therefore, I agreed to settling the grievance by allowing past practice through the next contract term, which is August 31, 2021. The next reason I am sending the letter is to illustrate how agreeing to this past practice effectively changed the terms of contract, which needs to go before the board because it creates the expenditure of thousands of dollars. So, in reality, it is deeply my opinion, that in the small group meeting of the Sheriff, Undersheriff, two Union Stewards, FOP representative, States Attorney, and myself as board chairman, that we should not have made a decision that would create the expenditure of thousands of dollars and potentially cover the illegal expenditure of thousands of dollars without full board approval. Therefore, I also question the validity and legality of the grievance settlement, in two parts. One, has the employee been grieved and therefore not whole? Second, can the 1st step in the FOP grievance process remedy this when the violation has been perpetrated by a union employee processing payroll and accepted by the Sheriff? This practice was not uncovered until attendance reports were made public last year and the practice was questioned. This practice has also contributed to inflated pensions and employer contributions to IMRF, social security, Medicare, and other costs to the county. Employees have cashed out vacation time in direct violation of the contract which allows 18 months for vacation to be used. Employees have then been credited with the next service year vacation hours months prior to actually earning this benefit time. In summary, I do not feel I made the right decision by putting my authorizing signature on the grievance settlement.



Bobby Orman
County Board Chairman
District 7

FILED
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SHELBY COUNTY CLERK