

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:

FOR THE UNION:

County Board Chair

Bargaining Unit Representative

County Clerk

Bargaining Unit Representative

County Sheriff

Bargaining Unit Representative

FOP Field Representative