

Side Letter of Agreement: Shift Schedules

This Side Letter of Agreement (“Agreement”) is entered into by and between **Calumet County (“County”)** and the **Calumet County Deputy Sheriff’s Association (“Association”)**, to trial a 4-on, 5-off 12-hour shift schedule under the following terms and conditions. The parties acknowledge that the implementation of a 12-hour schedule represents a significant operational change and agree to remain flexible and collaborative during the trial period to address unforeseen challenges or necessary adjustments. Both parties agree to work in good faith to resolve concerns as they arise. This Agreement supplements the 2025-2027 Collective Bargaining Agreement (CBA) for the duration of the trial period.

1. Purpose and Scope of Agreement

- a. **Duration:** The trial period for the 12-hour schedule shall commence upon implementation and extend through calendar years 2025 and 2026.
 - i. The first calendar year (2025) will serve as a period for testing, adjusting, and refining the schedule. Structured review meetings will be held at four (4) months and eight (8) months to evaluate progress and address any necessary changes.
 - ii. The second calendar year (2026) is intended to serve as a stable operational period, allowing for a comprehensive evaluation of the schedule’s long-term viability and effectiveness.
- b. **Scope:** This agreement applies to Patrol Officers, Public Safety Liaison Officers (PSLO), and Canine (K9) Officers. It does not apply to Special Investigators or Courthouse Security Officers.

2. Implementation

- a. If implementation does not occur by January 1, 2025, the parties agree to work collaboratively to address logistical considerations, including payroll adjustments, leave balance alignment, and employee communication. Any adjustments necessary to align operations with the schedule shall be addressed promptly to ensure a smooth transition.

3. Patrol: Schedule Terms and Conditions

- a. **Shift Rotation:** Patrol Officers (“officers”) will work a nine (9) day work cycle of four (4) consecutive days of twelve (12) hours each, followed by five (5) consecutive days off.

- b. **Work Shifts:** The schedule will include day, night, and power shifts. Power shifts will continue to support staffing and coverage needs. Officers assigned to power shifts may be reassigned within the following shifts as necessary:
- i. **Day Shift:** 6:00 AM to 6:00 PM
 - ii. **Night Shift:** 6:00 PM to 6:00 AM
 - iii. **Power Shifts:** Deputies assigned to power shifts may be assigned alternative start times to meet staffing demands. Standard power shift options are as follows:
 1. Day Shift Power: 10:00 AM - 10:00 PM
 2. Afternoon Shift Power: 12:00 PM - 12:00 AM
 3. Night Shift Power: 2:00 PM - 2:00 AM
- c. **On-Call Requirement:** All Officers will be on-call for a 12-hour period on the first day of their five-day off rotation.
- i. During these designated on-call hours, Officers must remain in the area and be available to report for duty upon notice from the Sheriff or their designee. Officers' response time shall not exceed the current response time from their residence.
 - ii. While in on-call status, Officers are prohibited from consuming or being under the influence of alcohol or controlled substances.
 - iii. Deputies are allowed to trade their on-call day with another deputy with permission from the Sheriff or their designee.
- d. **Shift Extensions and Maximum Hours:** Officers may be required to hold over or report early as necessary to meet staffing needs.
- i. Shift extensions should generally be limited to four (4) additional hours beyond the 12-hour shift, resulting in a maximum of 16 hours worked in a single period.
 - ii. The County may, at its discretion, send an employee home after 16 hours worked.
 - iii. No employee shall schedule themselves to work more than 16 hours (e.g., through overtime sign-up or shift trade) without prior authorization from the Sheriff or their designee.
 - iv. Minimum Rest Period:

1. Employees will be scheduled with at least eight (8) hours of rest between shifts, including when they may be called back to work, to the extent that emergency conditions allow.
2. No employee shall place themselves in a position where they would have fewer than eight (8) hours off between shifts without prior authorization from the Sheriff or their designee.
3. When operational needs require, and under 9.07 of the CBA, shift start and end times may be adjusted by up to two (2) hours to preserve the eight-hour rest period wherever possible.

4. Investigator: Schedule Terms and Conditions

- a. **Shift Rotation:** Investigators will work a twenty-one (21) day work cycle of five (5) consecutive days of eight (8) hours each, followed by three (3) consecutive days off, four (4) consecutive days of ten (10) hours each, followed by two (2) consecutive days off, four (4) consecutive days of ten (10) hours each, followed by three (3) consecutive days off. [5/3 @ 8, 4/2 @ 10, 4/3 @ 10].
- b. **Work Shifts:** The workweek shall be forty (40) hours, and the work shifts shall consist of eight (8) or ten (10) hours per the shift rotation. All work schedules shall be approved by the Sheriff, or his designee, and the Sheriff may adjust the work schedules for operational reasons.

5. Patrol: Transition to Salaried Non-Exempt Status

- a. Effective [date], deputies covered by this Agreement will transition to salaried non-exempt status. Under this structure, deputies will be compensated on a salary basis calculated by multiplying their hourly wage by 74.6 hours per pay period, providing consistent bi-weekly pay.
 - i. **Overtime Eligibility:** Although salaried, deputies will remain eligible for overtime compensation at one and one-half (1½) times their regular hourly rate for all hours worked beyond their regular 12-hour shift or for hours worked outside their designated work cycle, as outlined in this Agreement.
 - ii. **Regular Pay Rate Calculation:** The regular rate of pay for overtime purposes will be determined using the hourly wage, which serves as the basis for calculating both salary and overtime.
 - iii. **Unpaid Status:** Pay for Deputies in unpaid status (e.g., unpaid FMLA, military, unpaid leave, etc.) will be reduced commensurate with the number of unpaid days in the pay period.

6. Work Breaks and Overtime

- a. **Work Breaks:** Officers are entitled to a 35-minute break per shift, contingent upon operational needs. Breaks not taken are considered lost and cannot be accumulated or used to shorten the workday.
- b. **Overtime:** Overtime will be paid for all hours worked beyond 12 hours in a shift or for hours worked outside an Officer’s regular schedule.
- c. **Compensatory Time:** Deputies will be allowed to bank and use up to sixty (60) hours of compensatory time in a calendar year. This section is intended to be read in harmony with Article 10.05 of the collective bargaining agreement.

7. Worker Safety and Shift Recalibration

- a. **Shift Recalibration:** The intent of the working groups and shift selection detailed in this Agreement is to provide stability in shift rotations. However, operational needs (such as turnover, injuries, or leaves) may necessitate recalibrating working groups or shift assignments to maintain adequate law enforcement coverage.

8. Patrol: Leave Time Conversion

- a. **Vacation Conversion:** Vacation accrual will be converted to an hour-based system for the trial’s duration.

Years of Completed Service	Weeks of Vacation (CURRENT)	Hours of Vacation (NEW)
One (1)	one (1) week	48 hours
Two (2)	two (2) weeks	96 hours
Eight (8)	three (3) weeks	144 hours
Fifteen (15)	four (4) weeks	192 hours
Twenty (20)	five (5) weeks	240 hours

- b. **Sick Leave Conversion:** Sick leave will accrue at a rate of eight (8) hours per month.
- c. **Floating Holiday Conversion:** Floating holidays will be granted at twenty-four (24) hours annually.

9. Shift Differential: Patrol Officers and Patrol Corporals shall receive shift differential pay on the following basis:

- a. **Night Differential:** A differential of \$.30/hr. will be paid for hours worked between 6:00 p.m. and 6:00 a.m.

- b. **Relief/Power Shift Differential:** A differential of \$.25/hr. will be paid for hours worked in designated relief shifts, also known as “power shifts,” assigned by management to meet various scheduling needs.

10. Shift Selection Process

- a. **Employee Shift Preferences:** Regular shift assignments shall be based on bargaining unit seniority.
- b. **Final Shift Assignment:** Once preferences are submitted, the Sheriff or their designee will assign Officers to rotations, considering talent, seniority, and the need for balanced coverage across all rotations to ensure operational requirements are met.
- c. In the event of an unplanned shift vacancy within a calendar year (e.g. promotion, resignation, moving to specialty position, etc.):
 - i. The Sheriff or their designee may choose to repost shift selections, which would follow the same practices as 8a.
 - 1. If a shift opening occurs for any reason during the year, the open shift will be posted for interested employees. Changes in the work cycle may result in work days being lost or gained.
 - ii. The Village of Harrison deputies will remain in Harrison for the calendar year.

11. PSLO Summer Rotation

- a. **Shift Selection for Summer Hours:** PSLO (Police School Liaison Officer) deputies will retain the ability to select shifts for summer hours, which are power shifts. Each PSLO will choose their preferred shift (e.g., 12:00 p.m. - 12:00 a.m.), based on seniority until all available PSLO power shifts are filled.
- b. **Leave Time:** Leave time usage during summer hours will be based on a 12-hour workday.

12. Specialized Assignments

- a. **Specialized Deputies and Call-In:** Deputies assigned to other duties (such as PSLO and K-9 officers) may be included in the patrol schedule based on departmental needs. Regardless of their assignment, the Sheriff or their designee may call these Officers into service for specific tasks that require specialized skills (e.g., drug searches, sensitive crimes).

13. Staffing and Discretionary Authority

- a. **Staffing Decisions:** The Sheriff or their designee retains the sole discretion to determine staffing levels to meet the County's law enforcement needs. This includes, but is not limited to, decisions regarding "working short" on a shift, using on-call personnel, or calling in additional off-duty personnel during emergencies.
- b. **Sheriff's Authority:** Nothing in this Agreement shall undermine the statutory or constitutional authority of the Sheriff or their designees.

14. Grievances Related to this Agreement

- a. **Resolution Process:** The parties agree that this Agreement was developed based on the best available information and communication. If a situation arises that could be construed as a grievance under this Agreement, the County and the Association will first discuss the matter informally to attempt an amicable resolution or to reform the Agreement as necessary. Any formal grievance specific to this Agreement shall be reviewed in light of the circumstances and operational conditions present at the time of the alleged grievance.

15. Withdrawal & Inclusion

- a. **Withdrawal:** Either party may withdraw from this agreement during the second year of the trial period (2026) by providing sixty (60) days' written notice. Upon withdrawal, the schedule will revert to the existing contract language in effect prior to the implementation of this agreement. The parties further agree to meet to address any necessary adjustments related to leave balances, salary reconciliation, or other operational impacts to ensure employees are made whole during the transition.
- b. **Inclusion:** If neither party withdraws from this agreement during the trial period (2025 and 2026), the schedule shall remain in effect for calendar year 2027. The terms of the schedule shall then be incorporated into the next collective bargaining agreement as revised during the trial period, provided that all unresolved issues identified during the trial are resolved to the mutual satisfaction of the parties.

16. No Precedent

- a. This Agreement is non-precedent setting and shall not be considered part of the regular CBA terms unless incorporated in future negotiations. The terms of this Side Letter of Agreement will expire upon completion of the trial period or any mutually agreed extension.

17. Entire Agreement

- a. This Agreement constitutes the full understanding between the parties regarding the 4-on, 5-off trial schedule and supersedes any prior agreements on this matter. Amendments must be in writing and signed by both parties.
- b. **Revisions Process:** The County and the Association recognize that adjustments to the side letter may be necessary based on operational experience and evolving needs. To enable timely updates without requiring a formal ratification vote, the parties agree to a streamlined process.
 - i. **Streamlined Revisions:** Minor adjustments within the scope of this side letter may be implemented through mutual written agreement between the County and the Association, without requiring a formal ratification vote. Any such modifications will be documented in writing and appended as an addendum to this side letter.
 - ii. **Ratification for Substantive Changes:** Should substantive changes be proposed that extend beyond the intended scope of this side letter, a formal ratification process may be required, subject to mutual agreement by both parties.

SIGNATURES

FOR CALUMET COUNTY:	
<i>Todd M. Romanello</i>	<i>1-24-25</i>
<i>County Administrator</i>	<i>Date</i>

FOR THE ASSOCIATION:	
<i>John M. ...</i>	<i>01/22/25</i>
<i>For the Deputy Sheriff's Association</i>	<i>Date</i>
<i>[Signature]</i>	<i>1/22/25</i>
<i>For the Deputy Sheriff's Association</i>	<i>Date</i>
<i>[Signature]</i>	<i>1/22/25</i>
<i>For the Deputy Sheriff's Association</i>	<i>Date</i>