

**AGREEMENT**

**Between**

**COUNTY OF VAN BUREN**



**AND SHERIFF OF VAN BUREN COUNTY**

**And**



**POLICE OFFICERS**

**LABOR COUNCIL**



**(COMMAND UNIT)**

**01/01/2026 – 12/31/2028**

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**THIS AGREEMENT** made and entered into effective January 1, 2026 through December 31, 2028, at Paw Paw Michigan, by and between the COUNTY OF VAN BUREN and the SHERIFF OF VAN BUREN COUNTY, hereinafter referred to as the Employer or County and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the Labor Council. The Employer and Labor Council are collectively referred to as “the Parties.”

### **PURPOSE AND INTENT**

It is the intent and purpose of the parties hereto that this Agreement shall set forth rates of pay, hours and all other conditions of employment to be observed by the parties hereto and the employees represented by the Labor Council.

It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation between the Employer and the Labor Council, which will permit safe, economical and efficient operation of the Sheriff’s Office of Van Buren County, hereinafter called the Office.

### **RECOGNITION**

Section 1.1: Collective Bargaining Unit. The Employer hereby agrees to recognize the Labor Council as the exclusive collective bargaining representative for all employees employed by the Employer in the following described unit:

All full-time employees employed in the Van Buren County Sheriff’s Office classified and occupying the position of Captain, Lieutenant, Sergeant, Dispatch Director, Dispatch Shift Supervisor, Emergency Management Coordinator, and Jail Administrator, but excluding all other employees.

### **REPRESENTATION**

Section 2.1: Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee composed of one (1) employee. This member of the Collective Bargaining Committee shall act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established herein and for the purpose of meeting with Employer representatives for negotiations or special conferences. The Labor Council shall furnish the Employer in writing the names of its Collective Bargaining Committee members. The Council may designate alternates, who shall serve only in the absence of Committee representative.

Section 2.2: Access. An accredited, non-employee representative of the Labor Council shall be granted admission to the Office after first presenting himself to the designated management representative. The Labor Council agrees that any visit to the Office by its representative shall not interfere with the normal operations of the Office.

## UNION SECURITY

### Section 3.1: Agency Shop and Dues Checkoff.

- A. The Employer agrees to deduct from the wages of any employee who is a member of the Labor Council, all Union membership dues and initiation fees uniformly required as provided in a written authorization in accordance with the standard form used by Labor Council (the standard form is a separate contract between the Union and member) and executed by the employee. The written authorization to deduct Union dues and fees shall remain in full force and effect during the period of the Agreement, unless withdrawn by the employee by serving concurrent notice, in writing, to the Employer and Labor Council. Dues deductions will cease thirty (30) days after such notice is received.
  
- B. The Employer shall deduct the authorized amount from each employee's pay and transmit the total deductions to the Labor Council within fifteen (15) days following such deductions, together with a list of each employee's name from whom the deduction was made. Further, the Employer shall make those deductions only when the employee's pay is sufficient to cover said deduction.

The Labor council shall provide at least thirty (30) days notice to the Employer of any changes in the amount of agency fees to be deducted.

- C. The Labor Council assumes full responsibility for the validity and legality of the provisions herein set forth. The Labor Council, by the execution of the Agreement, expressly agrees to indemnify and save the Employers harmless from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of this Article, including, but not limited to, a claim by an employee that the agency fee, as herein established, is not equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement.

### Section 3.2: Union membership, dues, fees for Corrections Command Officers Only.

- A. This Article applies to all Correction Officers in the bargaining unit. The bargaining unit is described in Section 1.1. All employees in the bargaining unit are "bargaining unit members".
  
- B. Police Labor Council ("Union") represents all employees in the bargaining unit.
  
- C. Every Corrections Command Officer in the Bargaining unit can freely choose to become a member of the Union or to not become a member of the Union. Bargaining unit membership and Union membership are distinct. A Corrections Command Officer covered by this collective bargaining agreement is always a bargaining unit member but such a Corrections Command Officer may become a Union member only by choice.

- D. A Corrections Command Officer who becomes a Union member may be required by the Union to pay dues or fees. The amounts and regularity of those fees/dues payments will be decided by the Union. An employee choosing to become a Union member will be required by the Union to sign a payroll deduction authorization form/card, acceptable to the County, authorizing the County to deduct Union fees/dues from the Officers paychecks.
- E. A Corrections Command Officer wishing to have Union fees/dues deducted from her/his paycheck shall provide a signed/written payroll deduction authorization form/card to the County. Annually the Union shall provide the County with an invoice specifying how much must be deducted from the wages of each such Officer who has submitted a signed/written payroll deduction authorization form/card approved by the County. The County will thereafter make the appropriate fees/dues deductions from each such Officers second monthly pay period/paycheck. The County will promptly remit the deduction (e.g. check, electronic transfer, etc.) to the Union.
- F. The County shall use its best efforts to make authorized deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. The Union agrees to hold the County harmless for any claims arising out of deductions made by the County under this Article. In the event of overpayment, the Union agrees to refund such monies within twenty (20) days upon presentation of evidence of error or mistake.
- G. A Corrections Command Officers signed/written payroll deduction authorization form/card may be revoked by the Officer in a written notice of revocation signed by Officer and received by the County. A revocation shall become effective at the beginning of the first regular payroll period following the expiration of 30 days subsequent to the date on which the notice of revocation is received in the County's Payroll Office.
- H. Neither the County nor the Union will discriminate against any Corrections Command Officer because the Officer chooses to become, or choose not to become, a member of the Union.
1. Joining the Union is not a condition of employment for any Corrections Command Officer; a Corrections Command Officer cannot and will not be terminated solely because she/he chooses to not join the Union.
  2. Paying Union dues or fees is not a condition of employment for any Corrections Command Officer and such Officer cannot and will not be terminated solely because she/he chooses to not pay Union dues or fees.

3. The County will not tolerate harassment or discrimination against any Corrections Command Officer who chooses to become a Union member or chooses not to become a Union member. Any Corrections Command Officer who believes she/he has been harassed or discriminated against in violation of this subsection should complain as set forth in County's harassment/EEO policy. Any employee determine to have harassed and/or discriminated against any individual because that person chose to become a Union member, chose to not become a Union member, chose to pay Union dues or chose to not pay Union dues, will be subject to appropriate corrective/disciplinary action, up to and including termination "for cause".
  - I. The Union agrees to indemnify, defend and hold the County harmless against any all claims, suits and/or other forms of liability that may arise out of or by reason of the County complying with the provisions of this Section.
  - J. In the event P.A. 349 is repealed or altered in such a manner that Corrections Officers are exempted from its requirements, the parties agree to meet and confer to discuss changes to this provision.

### **MANAGEMENT RIGHTS**

Section 4.1: Rights of the Employer. The management of the Van Buren County Sheriff's Office, the determination of all matters of management policy, the services to be furnished, the nature and number of facilities and departments to be operated and their location, the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, transfer of lay off employee, or to reduce or increase the size the working force, to establish rules and regulations, or to make judgments as to the ability and skill, is within the sole prerogative of the Employer, provided, however, that they will not be used in violation of any specific provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used, and, except as prohibited in the Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Labor council, but shall also have the right to study and use improved methods of equipment and outside assistance, if necessary. It is understood that, except as limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the operation of the Van Buren County Sheriff's Office.

### **GRIEVANCE PROCEDURE**

Section 5.1: Definition of Grievance. A grievance is defined as a dispute over the meaning and application of this Agreement, which is raised by an aggrieved employee or by the Labor Council.

Section 5.2: Grievance Procedure. All grievances shall be processed in accordance with the following procedures:

Step 1. An employee with a grievance shall first discuss it with his/her immediate supervisor. If the matter is not satisfactorily resolved, the employee shall reduce the grievance to writing within five (5) days after the occurrence of the incident, which gave rise to the grievance, and submit the written grievance to the immediate supervisor. The supervisor shall arrange a convenient time for the meeting with the employee and one (1) representative of the Bargaining Committee. The supervisor shall give his reply to the grievance in writing within five (5) days after such meeting. Any resolution of the grievance shall not be final until it has been approved by the Sheriff.

Step 2. If the dispute is not settled in Step 1, it may be processed under this Step by the employee submitting written notice to the Sheriff or his/her designee within three (3) working days following the reply in Step 1. A Step 2 meeting shall be held within five (5) working days following the request. The Employer shall be represented by the Sheriff or his/her designee and one (1) or other designated management personnel. The grievant shall be represented by the Bargaining Committee. The Sheriff or his/her designee shall give a written reply within five (5) working days following the meeting.

Any resolution of the grievance, which has an economic impact upon the County, shall not be final until it has been approved by the County Board of Commissioners.

Step 3. In the event that the grievance is not satisfactorily resolved in Step 2, the Labor Council may request arbitration of the unresolved grievance, which is arbitrable by giving written notice to the Employer of its intent to arbitrate, provided that said notice is received within fifteen (15) working days following receipt of the Sheriff's answer in Step 2.

Section 5.3: Selection of the Arbitrator. If a timely request for arbitration is filed by the Labor Council, the parties may, within five (5) days, select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by each party alternately striking a name from the list and the remaining name shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Labor council and the Employer. Each party is responsible for its own expenses.

Section 5.4: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall be at all time wholly governed by the terms of this Agreement and he shall have no power or authority to amend, alter or modify this Agreement, either directly or indirectly. The Labor Council acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement. The arbitrator shall not have authority to rule upon job descriptions, work assignments, work standards or size of the work force. If the issue or arbitrability is raised, the arbitrator shall only decide the merits of the grievance, if arbitrability is affirmatively decided. The arbitration award shall not be retroactive earlier than the date that the grievance with first submitted in writing. The arbitrator's decision shall be final and binding on the Labor Council, the Employer and its employees,

provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where such action is beyond the power of arbitrator or where the award was procured by fraud, misconduct or other unlawful means.

Section 5.5: Grievance Form. All grievances shall be filed promptly and, in order to be processed beyond Step 1, shall be reduced to writing on a form provided by the Office. The written grievance form which shall be signed by the aggrieved employee, shall include at least the date the grievance arose, the specific facts involved, the section of the collective bargaining agreement allegedly violated and the relief sought.

Section 5.6: Expedited Grievances. If the grievance involves a disciplinary suspension or discharge, the grievance shall be processed starting at Step 2 of the Grievance Procedure and a meeting will be held by the members of the Collective Bargaining Committee and the Sheriff or his/her designated representative within five (5) days after submission to discuss the grievance.

Section 5.7: Investigation and Settlement Under the Grievance and Arbitration Procedures. A grievance may be presented at any time in accordance with the Grievance Procedure. The investigation, discussion, settlement and arbitration of a grievance shall be done outside of working hours, unless it is necessary to Investigate, discuss, settle or arbitrate a particular grievance during working hours, and, in such event, members of this bargaining unit shall not suffer a loss of wages or fringe benefits for the time necessarily lost from regularly scheduled working hours while participating in the grievance and arbitration procedures. However, in no event shall a member receive wages or fringe benefits without obtaining the approval of the Sheriff, or his/her designee, before participating.

Section 5.8: Time Limits. If any steps or action provided for in the Grievance and Arbitration Procedures are not taken or appeals herein provided for are not taken or filed or notice not given within the time limit specified, then the grievance shall be deemed final and settled on the basis of the Employer's last reply. If the reply is not timely given at any step of the above procedure, then the grievance may be appealed to the next step in the Grievance Procedure as specified. Any of the time limits set forth herein may be extended by written agreement of the parties. Saturday, Sunday and holidays shall not be counted under the time procedures established in the Grievance Procedure.

## **PROHIBITED ACTIVITY**

Section 6.1: Strikes Prohibited. The Labor Council and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Labor Council and the Employer subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of office programs and operations. The Labor Council, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, any strike, nor shall any employees take part in any strike, slowdown, stoppage of work, boycott, picketing or other interruption of activities and operations at any time or place within the county government system.

## **SENIORITY**

Section 7.1: Seniority Definition. Seniority shall be defined as length of the employee's continuous service with the Employer commencing from his last date of hire. Rank seniority shall mean the length of continuous service commencing from the date of the employee's service in his particular rank. Seniority shall continue to accumulate during all approved leaves of absence. Employees, who are employed on the same date, shall be placed on the seniority list in alphabetical order of surnames. There shall be two (2) forms of seniority: departmental and divisional. Departmental seniority will be used for such purposes as layoff and recall and vacation accrual. Divisional seniority will be used for shift and pass day bidding. An employee who leaves on division and joins another will have his/her divisional seniority frozen and will begin accruing divisional seniority in the new division. If the employee returns to his/her former division, his/her seniority will begin accruing again.

Section 7.2: Loss of Seniority. An employee's seniority with the County shall terminate for the following reasons:

- A. He/She resigns or quits.
- B. He/She is discharged or terminated.
- C. He/She retires.
- D. He/She has been on layoff for a 24-month period.
- E. He/She is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff for three (3) consecutive working days without notifying the Employer, unless otherwise excused.
- F. An Employee is off of work and not on an approved Leave of Absence.

Section 7.3: Indefinite Layoff. When an employee is to be laid off due to a reduction of the work force, the following procedure will be applied:

- A. The Employer agrees to lay off the employee with the least seniority in the rank and classification affected, provided, however, the senior employee has the experience and training to perform the required work.
- B. An employee laid off from his/her classification may replace an employee in a lower paid classification, provided he has the greater seniority and the experience and training to perform the required work. An employee, who replaces an employee in the lower paid classification, shall receive the rate of the lower class at the experience level of his former classification.

- C. The Employer shall give notice of layoff as soon as possible, but not less than two (2) weeks.

Section 7.4: Recall. Recall to work shall be accomplished in the following manner:

Employees with the greater seniority in the rank and classification affected shall be recalled first and thereafter in the order of the employee’s seniority, provide, however, that the recalled employee has the experience and training to perform the required work.

The employees recalled for layoff will be notified by mail at their last known address. If they fail to report to work within ten (10) working days of the mailing date of such notice, they will lose all rights to recall. After the required letters are mailed, the employer may telephone employees for recall in an effort to expedite the employees return to work.

**PAID TIME OFF (“PTO”)**

Section 8.1: PTO Defined. All paid leave is combined into one bank of PTO. PTO also includes time off needed for reasons covered by the Michigan Earned Sick Time Act (ESTA) and this provision is designed to comply with that Act. See also the Posters located in the Sheriff’s Office for more information regarding ESTA.

Section 8.2: PTO Accrual. Paid Time Off shall accrue based on an employee’s date of hire (anniversary date) according to the following schedule:

Years of Service	PTO Accrual per Pay Period	Annual Hours
0-2	6.19 hours	160.94
3-4	6.86 hours	178.36
5-9	8.27 hours	215.02
10-14	9.43 hours	245.18
15+	10.52 hours	273.52

The accrued PTO will be shown on the Employee’s check stub each pay period. Unused PTO shall be carried over from anniversary year to anniversary year into an employee’s PTO bank. Employees are encouraged to take PTO throughout the year and not wait until their anniversary is near. The maximum PTO accumulation is 1,000 hours.

Any employee who still has an Old Sick Leave bank under a past contract will have the hours from their Old Sick Leave bank handled pursuant to a Memorandum of Understanding to be entered into between the Parties effective January 1, 2026, and the Old Sick Leave Bank will cease to exist.

Section 8.3: PTO Usage:. Employees may use PTO for planned vacations or for any reason covered by ESTA. See the County’s Personnel Policy regarding PTO or the posters located in the Sheriff’s Office for the list of reasons for which PTO may be taken under ESTA.

The Sheriff shall establish a schedule of available PTO vacations. Employees shall submit their request for PTO vacation at least four (4) weeks prior to the start of the posted schedule. Preference for PTO vacation shall be given to those employees having the greatest divisional seniority. PTO vacation requests submitted after four (4) weeks may be granted on availability and on a first come first serve basis.

When using unplanned PTO for sickness or any other reason covered by ESTA, the employee must provide notice as soon as practicable, but in all cases must comply with the Sheriff's Office's normal call-in rules unless doing so is impossible.

When an employee requests planned PTO or provides notice of the need for unplanned PTO, the employee must specify the reason for the PTO so that the Employer can properly determine if it is covered by ESTA. When appropriate, the Sheriff or designee may require documentation proving the nature of the absence.

Up to 72 hours of unplanned and planned PTO will be granted per year for any reason covered by ESTA. Except for those 72 hours, approval of PTO will depend on the operational needs of the County, workload, number of other PTO requests, etc.

Three (3) days of unreported absence may be considered a voluntary termination of employment.

Lieutenants and Captains may not use PTO on a County-recognized holiday.

The use of PTO shall not be allowed in advance of the PTO being earned. An employee having insufficient PTO leave to cover a period of absence, and unless the employee has timely made arrangements to be on approved unpaid leave (e.g., FMLA, medical leave, etc.), shall be considered an unexcused absence without leave and subject to disciplinary action.

Employees will be paid their current rate of pay based on their regular scheduled workday while on PTO and will receive credit for benefits.

Section 8.4: Old Sick Leave Bank: Sick time accumulated prior to January 1, 1999 will be placed in the employee's Old Sick Leave bank. Old sick leave, for those few employees who are covered by this provision will be governed by the previous negotiated language. Each employee who has old sick bank hours may request an annual payoff of up to 200 hours per year. The request must be made in writing, to the Sheriff no later than May 1 of each year. So as to allow the Sheriff to include approved requests in his annual operating budget, the payout will occur on the second pay period in October following the request. The employee may request the payout in the form of a check, or a deposit to the MERS Health Care Savings Program (HCSP). Employees retiring from employment shall receive the balance of their old sick bank hours payable at their current rate of pay in the form of either a check, a payment to the MERS (HCSP) or a combination of the two. Employees hired prior to January 1, 1999 may elect 480 hours of service credit in lieu of payout.

- A. Annual Payout Provision for old sick bank hours
  - 1. Each December 1<sup>st</sup>, an employee may elect in writing payout of any unused, or portion of unused sick leave, credited in the current calendar year.
  - 2. Sick leave will be paid out at the employee's hourly rate of pay as of December 1<sup>st</sup> of the current calendar year. Payment will be mad prior to January 31<sup>st</sup>.
  - 3. Sick leave not paid out will carry over to the next calendar year up to 320 hours.
  - 4. An employee will not be eligible for the payout unless they will maintain at least fourteen (14) days of accumulated sick, vacation, personal time, or any combination thereof.
- B. If an employee must use sick leave, the Employer must be notified as soon as possible.

Section 8.5: Annual PTO cash-in – Each year in September, an Employee has the option of giving notice of his/her intent to “cash in” up to 56 hours of PTO (provided the Employee has accrued a minimum of 80 hours PTO), which may be paid to the Employee in one of four ways: 1) a Health Care Savings Plan (“HCSP”) which may be used to pay for retiree health care; 2) a Health Savings Account (“HSA”); 3) the Employee’s 457 Plan or; 4) cash which could increase FAC/pension. The pay-out will be in October;

Section 8.6: Payout upon separation of employment:

- A. The “cap” on accrued PTO that will be paid to employees upon separation is 500 hours;
- B. At the time an Employee separates from County employment for any reason (e.g., resignation, termination, retirement, etc.) the Employee shall have the option to have the unused PTO (up to the caps set forth in Section A) paid (a) to the employee in cash (subject to all required deductions and withholdings); (b) into the employee’s 457 Plan; (c) into the employee’s HCSP; (d) into the employee’s, HSA, or any combination of these options (a) through (d).

**LEAVES OF ABSENCE AND PERSONAL DAYS OFF**

Section 9.1: Personal Leave of Absence. An employee may be granted a leave of absence without pay upon good cause shown at the discretion of the Sheriff. A request for a leave of absence without pay shall be in writing and submitted to the Sheriff sufficiently in advance. The request shall reflect the reasons and length of time requested. It shall not, however, be for a period in excess of ninety (90) days. Vacations, holidays and sick leave shall not accumulate during such leave of absence. In order to maintain insurance benefits, the employee shall submit in advance the required premiums.

Section 9.2: Bereavement Leave.

- A. In the case of death in the employee's immediate family, the employee shall be granted leave up to five (5) consecutive days with pay. Employee's immediate family will be defined as current spouse, parents, step-parent, children, and stepchildren living in the employee's household.
  
- B. In the case of death of the employee's current father-in-law, current mother-in-law, grandparents, spouse's grandparents, employee's sisters, employee's brothers, son-in-law, daughter-in-law, grandchildren or relative living in the employee's household, up to three (3) consecutive days shall be granted with pay. In the event the funeral for the persons listed in paragraph B is in excess of three hundred (300) miles from the employee's place of residence, up to two (2) additional days may be granted.

Section 9.3: Personal Days Off: Twenty-four (24) hours will be credited to each Employee on January 1 of each year and may be used in hourly increments, provided 48 hours' notice is given to Sheriff or his/her designee who will have discretion to approve Personal Days off depending on needs of department. Approval will not be unreasonably withheld. Personal Days will not be deducted from Employee's PTO bank. Personal Days must be utilized before December 31st of each year and unused Personal Days hours will not roll over to the following year.

Section 9.4: Medical Leave of Absence. An employee who is unable to work because the employee has a serious health condition or disability (regardless of the cause of the condition) shall be given a medical leave of absence for up to a maximum period of (1) year. The Employer may extend the leave for up to another six (6) months under extraordinary circumstances such as the employee's imminent return to work.

**HOLIDAYS**

Section 10.1: Paid Holidays.

- A. The following days shall be observed as paid holidays. Employees required to work on any of the below named holidays shall be paid at their regular rate of pay plus 1½ times their regular hourly rate of pay for all hours, or portions of hours worked. Employees not scheduled to work shall be paid eight hours (8) of pay for the holiday.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Veteran's Day (Nov. 11)
Thanksgiving Day	Christmas Eve (Dec. 24)
Day After Thanksgiving	Christmas Day
New Year's Eve (Dec. 31)	

- B. Subject to the approval of the Sheriff, one (1) officer shall be allowed two (2) days per year for the purpose of attending the State Convention of F.O.P., provided he is an elected delegate to the State Convention of the F.O.P.

Section 10.2: Holiday Qualification. In order to qualify for holiday pay or the premium rate for work performed on a holiday, the employee must work all the hours he/she was scheduled to work his/her last scheduled work day before the holiday and all the hours he/she was scheduled to work his/her next scheduled work day following the holiday, unless on approved PTO. In addition, an employee must be actually on the active payroll of the Employer at the time the holiday occurs, i.e., must not be on layoff status, leave of absence or workers compensation leave.

## **INSURANCE AND PENSION**

### Section 11.1: Health Insurance Costs and Contributions

- A. The Employer agrees to provide insurance benefits in accordance with this Section for all employees who are normally scheduled to work thirty (30) or more hours per week. Employees who are normally scheduled to work thirty (30) or less hours per week shall not be eligible for any of the benefits provided in the Section.

Effective January 1, 2017, the Employer will offer access to the same Health Insurance plan options as offered to other County employees (*See*, Appendix “B”), including dental with orthodontics and the vision 12/12/12 plan. The Employer will follow the so-called “hard-cap” requirements of Section 3 of the Publicly Funded Health Insurance Contribution Act (“Act 152 of 2011”, hereinafter referred to as the “act”, for the immediate future). Accordingly, the Employer will pay no more of the total annual costs of the medical benefit plan than the amounts annually determined by the State Treasurer pursuant to Section III of the Act. The Employees will pay the balance of those costs, if any. For purposes of this provision, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles and payments into health savings accounts flexible spending accounts or similar accounts used for health care and the Michigan Claims Tax, but does not include the costs of dental and vision and does not include beneficiary-paid copayments or beneficiary payments into health savings accounts, flexible spending accounts or similar accounts used for health care. Employees will pay the remaining medical benefit costs attributable to the coverage they select (i.e. single, double or family) biweekly by payroll deduction. Employees shall contribute 8% of the dental premium and 50% of the vision premium. The amount paid shall be adjusted annually based on the illustrative or premium rates and the total costs of the medical benefit plan as detailed in Appendix B. The election by the County provided in Section 4 and 8 of PA 152 may be made annually.

- B. The Employee may make pre-tax dollar contributions to their HSA up to the IRS established limit.

- C. Health Insurance Opt Out:
1. An Employee who does not need health, dental and vision insurance may elect to have the Employer apply the sum of two hundred dollars (\$200) per pay period, via a Section 125 Plan, to the Employee's 457 Deferred Compensation plan or paid to the employee directly (subject to all required deductions and withholdings). This option shall not be available to Employees who are normally scheduled to work less than thirty hours (30) per week.
  2. Employees whose spouse is insured through Van Buren County are not eligible for this opt out payment.
- D. Employees can contribute to a limited purpose FSA account to be used for eligible dental and vision expenses up to the established limit set by the IRS.
- E. All eligible future retirees hired before January 1, 1992 and retiring after January 1, 2011 shall be entitled to participate in health, dental and vision benefits at the same levels, by the employer and the same premium contributions by retirees as current employees subject to the limitations listed below. The Employer shall also provide this same coverage option, subject to the same premium co-payments, for the spouse/spouse beneficiary of the retiree on the date of the employee's retirement, provided that the retiree's spouse does not have any other coverage available to him or her. If a retiree opts out of or declines retiree health insurance coverage they are not eligible to opt back in at a later date unless they have a qualifying event that, by the plan, allows them to opt back in.
- When the retiree becomes Medicare eligible, the retiree and the retiree's spouse must move to the basic level plan available to the then current retirees which will be provided by the County subject to the ongoing retiree/spouse contributions. The retiree and spouse must move to the complimentary-supplemental Medicare Plan as each becomes eligible. The "basic level plan" shall be the most comparable plan as available to other active County employees subject to any negotiated changes to the current coverage with current employees including changes to co-pays, deductibles, coverage, coinsurance and premium contributions.
  - When the retiree becomes Medicare eligible dental and vision coverage will be discontinued for the retiree and his/her spouse.
- F. The Employer reserves the right to determine and/or change insurance carriers and/or underwriters at any time provided that thirty (30) days advance notice of any such determination or change shall be given to the Union. The Employer shall not, by reason of this provision, reduce the benefit levels without the consent of the Union.

- G. The Employer's sole responsibility under the Section is to provide premium payments on behalf of eligible employees as set forth herein and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.
- H. The Employer shall provide, at no cost to the employee, a group term life insurance policy that provides a death benefit for qualified participants in the amount of fifteen thousand dollars (\$15,000) with a double indemnity provision.
- I. The Employer shall pay for and provide false arrest insurance.
- J. If the employee's total annual premiums are less than the "hard caps", the Employer will direct deposit the difference into the Employee's HSA account.

Section 11.2: Disability.

- A. While on an approved Medical Leave of Absence due to a non-work related condition, employees may be eligible for Short-Term Disability benefits (STD) at a rate of sixty-seven percent (67%) of straight time after fourteen days (14) until eligible for Long-Term Disability Benefits (LTD).
- B. Disability benefits will be provided up to a maximum of fifty-two (52) weeks after the fourteen day elimination period. Any employee interested in continuing their LTD benefits beyond the 52 weeks may do so at their own cost. However, if the Employer approves an extension of the Medical Leave of Absence due to extraordinary circumstances such as an anticipated imminent return to work, the employer in its sole discretion may extend the LTD period beyond 52 weeks.
- C. During the fourteen days (14) calendar-waiting period, the employee must use compensatory time, accumulated sick leave, vacation, or personal leave in that order. Any employee who is subject to losing either vacation or personal leave because of the end of the year caps shall use any time subject to being lost before the normal order of usage is utilized.
- D. An employee may elect to supplement the remaining 33% of base wage by using available paid leave as outlined in Item B, above to receive a full paycheck. The employee must provide the Employer with a written form authorizing the payment from available paid leave. The employee shall continue to receive all benefits provided under the Collective Bargaining Agreement will supplementing.
- E. Health insurance will be maintained for no more than a period of one (1) years while receiving the Disability Plan benefits. Health insurance will be at the same level and under the same conditions, which existed when the employee went out subject to any changes authorized by the Collective Bargaining Agreement or future Collective Bargaining Agreements.

- F. The Employer reserves the right to self-fund or purchase coverage of this plan through an insurance carrier of the Employer's choice or if a plan is purchased to change to self-funding at the Employer's option provided the benefits remain as agreed to under this Article.
- G. The Employer reserves the right to require appropriate documentation of disability. The Employer further reserved its right to require an employee to see an Employer designated physician to verify disability or an employee's ability to return to work. Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third physician will be selected to determine either the employee's disability or the employee's ability to return to work and that third physician's opinion shall be binding on the employee, Employer and Union.

Section 11.3: Worker's Compensation.

- A. In the event an employee sustains an occupational injury, he shall be covered by applicable workers compensation laws.
- B. An employee sustaining an occupation injury shall be paid the difference between compensation and his regular weekly wage rate up to one (1) year.
- C. An employee who is off work for in excess of six (6) months on either a sick (STD) or workers compensation leave will not accumulate vacation time for any period in excess of six (6) months. Any vacation leave accumulated by the individuals above will be utilized by them prior to their return to work other than one week of vacation.

Section 11.4: Pension.

- A. All employees who are eligible may participate in the Van Buren County 457 Deferred Compensation/Plan in accordance with the terms and conditions of the Plan.
- B. Any employee promoted from another Sheriff's Office bargaining unit shall be eligible to continue his/her 457/401A Plan as delineated in the previous bargaining contract.
- C. MERS: All new part-time and full-time employees must enroll in the MERS pension plan upon their hire date. Current employees who decided to roll over to MERS, and participate in the MERS Defined Benefit Plan will be covered by the following provisions. The same provisions apply to new hires subsequent to the ratification of the previous agreement in 2001.
  - 1. MERS Benefit C2 (B-1), V-10, FAC-5, 5.0% member contribution, F55 (25 years), All prior years of County service;

## HOURS OF WORK

### Section 12.1: Work Schedule.

- A. Depending on the employee's assignment, the workday shall be eight (8), then (10), or twelve (12) hours per day inclusive of a paid lunch. The Employer reserves the right to adjust an employee's work hours to accommodate training.

The Employer will endeavor to provide adequate notice to the Employee of the change in work hours.

- B. Daylight Savings Time Adjusted: Daylight Savings Time Pay/Adjustment: Employees who work an additional hour in the fall ("fall back") will be paid for working the additional hour, Employees who work an hour less in the spring ("spring ahead") will either be docked an hour of pay or will have the option of applying an hour of PTO to avoid a reduction in pay.

Section 12.2: Court Time. Employees, who are called in to appear in-person (not virtually) in Court on off-duty hours, will be paid a minimum of four (4) hours at their regular hourly rate and will return all witness and subpoena fees to the County. Employees who are called in to appear virtually in Court on off-duty hours will be paid a minimum of one (1) hour at their regular hourly rate and will return all witness and subpoena fees to the County. These provisions shall not apply if the Court appearance is contiguous with the employee's beginning and ending of his shift. When the time is contiguous, the employee shall be compensated at the employee's regular hourly rate, but shall be compensated at one and one-half (1 1/2) times the regular hourly rate for any court time spent in excess of 2.7 hours. The exception to this is schooling and training which is provided in 16.5(A). If an employee is required to appear in Court on a day that they are not otherwise scheduled to work, the court appearance is cancelled the same day, and the employee provides the Employer with proof that the court appearance was cancelled the same day as it was supposed to take place, the employee shall receive a minimum of two (2) hours of straight time pay.

Section 12.3: Overtime. An Employee shall receive time and a half (1 1/2) on his/her regular rate as defined herein for all hours performed beyond eight (8), ten (10), or twelve (12) hours (depending upon the Employee's assignment) in one (1) workday. The Employee's regular rate shall be determined by dividing his annual salary by 2,080. The employer shall not be liable for overtime if, due to shift rotation, the Employee works back to back shifts and therefore, works in excess of eight (8), ten (10), or twelve (12) hours per day.

FTO: An employee who works an entire four (4) week, twenty (20) working day cycle as a FTO, without any time off, will receive eight (8) hours of time off with pay, which must be used during the next pay period. The eight (8) hours of time off will be scheduled by the Sheriff or his/her designee.

Section 12.4: Pass Day/Shift Preference. Pass Day/Shift bidding shall be determined by the following:

- A. **10/12 Hour Days** – The Sheriff shall implement a pass day/shift preference every six (6) months, based upon seniority in the full-time employee’s respective division. Seniority in a division is determined by the length of time an employee has been in the division. Any voluntary transfer from one division to another shall result in the affected employee’s previous division seniority to cease and a new date for seniority to be established by the effective date of the voluntary transfer into the new division. The Employer shall post the shifts thirty (30) days prior to the start of the shift schedule.

Shift rotation for employees working twelve (12) hour shifts will be January 1<sup>st</sup> through July 1<sup>st</sup>, and July 1<sup>st</sup> through January 1<sup>st</sup>.

**8 Hour Days** – The Sheriff shall implement a pass day/shift preference every three (3) months, based upon seniority in the employee’s respective division. Seniority in a division is determined by the length of time an employee has been in the division. Any voluntary transfer from one division to another shall result in the affective employee’s previous division seniority to cease and a new date for seniority to be established by the effective date of the voluntary transfer into the new division. The Employer shall post the shifts six (6) weeks prior to the start of the quarterly shift schedule.

Employees will be required to make their preferences known at least one (1) month before the beginning of the three (3) month period, pursuant to the seniority list which the Sheriff shall post at least six (6) weeks before the beginning of the three (3) month period.

- B. The Sheriff shall inform the employees of their pass days/shift at least one (1) week before the new shift period is to begin.
- C. Employees failing to register pass day/shift preference during the two (2) week window period shall forfeit all seniority rights regarding pass days/shift assignments for that period.
- D. Employees may trade shifts if they obtain the prior written approval of the Sheriff or his/her designee, provided the Sheriff reserves the right to insist that the employee’s request be submitted at least two (2) weeks before the requested trade of shifts is to take effect.
- E. The Sheriff retains the right, solely and exclusively, to determine, within his/her discretion, how many employees shall be on each shift. The Sheriff shall also have the right, solely and exclusively, to assign employees to shifts based upon the need to train new employees or train other employees in new job skills provided the less senior employee will always be the one temporarily transferred unless the more senior employee agrees to a temporary transfer.

- F. The Sheriff retains the right, as has been his/her past practice, to determine what pass days are available for bidding.
- G. Once posted, and absent exigent circumstances, the work schedule will not be changed without giving the employee(s) two (2) weeks' notice or unless mutually agreed upon by the parties.

## **WAGES**

Section 13.1: Wages. Employees under this Agreement shall be paid in accordance with the annual rates set forth in Appendix A, attached hereto and made part hereof.

Section 13.2: Direct Deposit. All employees will be paid bi-weekly and will be required to have their wages Direct Deposited into a financial institution of their choice. The employee will continue to receive a check stub containing all pertinent information regarding their wages and benefits accruals. All funds will be guaranteed to be available by 9:00 a.m. on the regularly scheduled payday.

Section 13.3: Call In Pay For Specialty Units. If an employee is called in or directed to report to work in a specialty unit (SWAT, Dive Team, Drone Team, K-9, Accident Investigators, Major Crime Task Force, Clan Lab Cleanups) on a day and time that they are not otherwise scheduled to work, the employee will be guaranteed a minimum of two (2) hours of straight time pay. Any time worked on that day past two (2) hours will be paid at an overtime rate.

## **UNIFORMS AND EQUIPMENT**

Section 14.1: Uniforms. The Employer agrees to provide uniforms for those employees required to wear them. Also, the Employer agrees to pay for cleaning and maintenance of uniforms.

Section 14.2: Equipment. It is the Employer's intent to maintain all equipment in a safe operating condition. Any equipment defects noted by personnel will be promptly reported in writing. Repairs are to be made as soon as practical. Under no circumstances will employees be required to use equipment, which is unsafe.

Section 14.3: Prorated Plainclothes Reimbursement. The Employer agrees to a plainclothes clothing reimbursement of \$500.00 per year. It is understood that this is a "reimbursement" program, not a clothing allowance and will be prorated with \$250.00 paid in the first installment, then \$125.00 in the 6 month installment and the final \$125.00 in the 9 month installment.

## **LONGEVITY**

Section 15.1: Longevity. Longevity compensation shall be based on continuous service with Van Buren County for employees actively employed on December 1 of the current year and shall be paid at the rate of \$500 after five (5) years service, \$1,000 after ten (10) years service, \$1,500 after fifteen (15) years service, and \$2,000 after twenty (20) years of service. This shall be paid at the end of each year by separate check. For longevity purposes, an employee who is receiving compensation from the Employer for sick leave, workers compensation supplements or vacation

shall be considered as actively employed. Employees must be actively employed in the Sheriff's Office on December 1 to receive payment. Employees separating from employment with the Sheriff's Office prior to December 1 shall not be eligible for that year's longevity payment.

## MISCELLANEOUS

Section 16.1: Bulletin Board. The Employer shall provide a bulletin board for Labor council use and other official business.

Section 16.2: Legal Assistance. The Employer will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while said employee is acting in his official capacity as a police officer and is in lawful performance of his police duties and responsibilities. Lawful performance shall be construed as proper, acceptable practice of a qualified police officer.

Section 16.3: Private Vehicle Use. Employees who are required by the Employer to use their personal vehicles to conduct business for the Office shall be reimbursed at the then current IRS rate. Employees shall comply with such reimbursement procedures as the Employer may require. It is understood by the parties hereto that during the course of an employee's duties for the Employer, he shall not, for any purpose or reason, transport a prisoner or inmate in an employee owned vehicle.

Section 16.4: General Provisions.

- A. Employees, who are assigned for schooling or training by the Sheriff, will be paid at their straight time rate.
- B. The Employer agrees to provide washrooms and lockers for employees.
- C. The Employer shall make a firing range and ammunition available to the employees.
- D. Bargaining unit members called for dive assignments shall be paid at their regular rate of pay. In addition divers shall receive time and one-half of their regular rate of pay for time spent in the water. The Office is required to pay for not more than one(1) practice dive per year.
- E. The Employer shall provide all present and future employees of this unit with a copy of this Agreement.
- F. Should the Sheriff create a Rules and Regulations Manual, each employee shall be issued a copy.

Section 16.5: Policy and Procedures. The Employer reserves the right to establish reasonable office rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees, if such rules, regulations, policies and procedures concern working conditions. If the Labor council believes that such rules, regulations, policies and procedures are unreasonable, a grievance may be files within ten (10) days after the establishment of such rules, regulations, policies and procedures and thereafter considered in accordance with the Grievance Procedure. This will acknowledge that the parties have agreed to the Drug and Alcohol Policy in the Sheriff's Office as corrected.

Section 16.6: Discharge and Discipline.

- A. The Employer agrees that it shall not discipline or discharge an employee, except for just cause.
- B. An employee, upon request, shall be entitled to representation by a Labor council representative at any hearing or meeting in which the employee is in attendance and which is conducted by the Employer, where such hearing or meeting may reasonably lead to disciplinary suspension or discharge of such employee.
- C. An employee, who has been discharged, may consult with his Labor Council representative before he is required to leave the premises, provided that such consultation is conducted in a manner which will not interfere with the general public or the Employees operations.
- D. An employee, who is given a disciplinary warning notice, disciplinary suspension or discharge, shall receive such notification in writing. For informational purposes only, the Labor Council shall be given a copy of such suspension or discharge notices.
- E. An employee shall be entitled to personnel information in accordance with Act. 397, P.A. 1978, as amended.
- F. The Employer will not take into account any prior infractions more than two (2) years old in imposing discipline, except where the infraction resulted in a suspension or demotion, in which case these major infractions shall be kept for up to four (4) years, consistent with the provision of the Bullard-Plawecki Act.

Section 16.7: Gender. As used and set forth in this Agreement the male gender shall include the female and the female gender shall include the male as this Agreement may refer to employees in any article or section thereof it being expressly understood that there shall be no distinction among employees in regards to sex.

Section 16.8: Agreement Mute. In any matter or situation, except those pertaining to wages, hours or other conditions of employment, in which this Agreement shall be mute, then such policies and procedures as may be established from time to time by the Sheriff and/or the Van Buren County Board of Commissioners shall apply and govern to the full extent as if they were a part of this Agreement provided that no such policy or procedure which is in direct conflict with this Agreement shall be valid.

Section 16.9: Modification of Agreement. Either party hereto may request in writing to the other party to negotiate a modification, clarification or amendment to this Agreement Any such modifications, clarifications or amendments that may be agreed upon shall be in the form of a "Letter of Understanding" signed by both parties and attached to this Agreement as a part thereof.

Section 16.10: Interpretation and Invalidity. Each of the provision of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties hereto meet for the purpose of renegotiating any such invalidated provision

Section 16.11: Tuition Reimbursement. After the employee's one (1) year anniversary, the employee will be eligible to apply for tuition reimbursement. All course/class work (including course/class attendance) must occur outside regular/scheduled working hours.

At least one month before the semester commences the employee must make written request to the Sheriff (or his/her designee) for tuition reimbursement. The request must describe the degree being pursued, the course/class for which reimbursement is sought (and the tuition cost for the course/class), and the institution teaching the course/class. The Sheriff (or designee) has the discretion to approve or deny the request; approval or denial will often depend on whether the degree/course/class being pursued will benefit the Sheriff's Department, County or enhance the employee's ability to perform his/her County job, the institution teaching the course/class, etc.

Prior to the semester start the Sheriff will, in writing, approve or deny the request (tuition reimbursement must be approved/authorized in writing, signed by the Sheriff or his/her designee). If approved, the Sheriff will authorize up to \$250 per semester (up to \$500 per calendar year) as reimbursement for out-of-pocket tuition expenses (books and other incidental expenses are the employee's responsibility).

Reimbursement will be made upon successful completion of the course/class with a grade of "B" (or its equivalent) or better, and provided the employee is an active employee at both the time he/she enrolls in the class, at all times during the semester in which the course/class is taught, and at the time the reimbursement payment is actually. made/distributed.

Section 16.12: Wellness.

- A. Employees who actively participate in the Employer-sponsored wellness program shall receive the same benefits/incentives that are offered to any other participants.
- B. The bargaining unit has the right to representation on the joint wellness committee equal to that of any other participating bargaining unit or employee group.

**DURATION AND TERMINATION**

Section 17.1: Duration and Termination. This Agreement shall continue in full force and effect without change until midnight, December 31, 2025. If either party desires to terminate or modify this Agreement, they shall give written notice of same to the other party at least sixty (60) days prior to December 31, 2025. If neither party shall give notice to terminate or modify this Agreement as herein provided, this Agreement shall continue in effect for continuing periods of one (1) year thereafter, unless a written notice of intent to terminate or modify the Agreement is served by one party upon the other at least sixty (60) days prior to the expiration of any subsequent automatic one (1) year renewal period.

Section 17.2: Non-Discrimination. The parties to this Agreement shall not discriminate on the basis of race, age, sex, marital status, religion, creed, national origin, handicap, or any protected category as prohibited by law.

Section 17.3: Jury Duty:


- A. An employee shall be entitled to leave with pay for jury service, less any jury service fees paid, if he is unable to be excused or to have any such service scheduled at a time which does not conflict with the discharge of his scheduled employment duties. The employee shall return to his duties whenever his attendance in court is not actually required.
- B. When an employee receives pay for jury services, he will immediately turn over said pay to the Sheriff prior to regular pay being authorized for a day or days of service.
- C. If an employee receives a separate check for mileage, the employee will be entitled to keep said mileage reimbursement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**SIGNATURES ON NEXT PAGE**

Dated: March 18, 2026

For the Van Buren County Sheriff:

  
\_\_\_\_\_  
Daniel Abbott, Sheriff

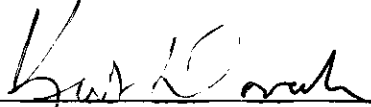
Dated: 03/12/26, 2026

For the Union:

*David Thomas*  
\_\_\_\_\_  
David Thomas  
POLC Labor Representative

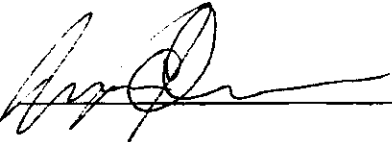
Dated: March 24, 2026

For the County of Van Buren:

  
\_\_\_\_\_

Dated: \_\_\_\_\_, 2026

For the Command Unit

  
\_\_\_\_\_  
James Charon

**APPENDIX A  
POLC COMMAND UNIT  
2026-2028**

	<b>SERGEANT Hourly</b>	<b>LIEUTENANT Hourly</b>
2026(3.00%)	\$40.35	\$43.15
2027(3.00%)	\$41.57	\$44.44
2028 (3.00%)	\$42.81	\$45.77
	<b>CAPTAIN Hourly</b>	<b>DISPATCH SUPERVISOR Hourly</b>
2026(3.00%)	\$47.21	\$35.55
2027(3.00%)	\$48.63	\$36.62
2028 (3.00%)	\$50.09	\$37.72

The following Supervisory Premium Pay shall be paid quarterly:

\$400.00 per year for Afternoon supervisors  
\$500.00 per year for Night supervisors

Lieutenant and Captain On-Call Stipend: Lieutenants and Captains shall receive a \$2,600 stipend annually (\$100 per pay period) for being available and actually taking calls after regularly scheduled hours.

**NOTE:**

Sergeants will be paid a minimum 9% differential from the highest paid Deputy.  
Lieutenants will be paid a minimum 17% differential from the highest paid Deputy.  
Captains will be paid a minimum 25% differential from the highest paid Deputy.  
All wage increases will be provided in the first pay period of each year.