

**AGREEMENT**  
**BETWEEN THE**  
**ST. CLAIR COUNTY BOARD OF COMMISSIONERS**  
**ST. CLAIR COUNTY PUBLIC DEFENDER**  
**AND THE**  
**ASSOCIATION OF PROFESSIONAL EMPLOYEES OF THE**  
**ST CLAIR COUNTY PUBLIC DEFENDER**

**OCTOBER 1, 2025**  
**THROUGH**  
**DECEMBER 31, 2026**

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## **PURPOSE AND INTENT**

The purpose and intent of this Agreement is to set forth the terms and conditions of employment for the members of the bargaining unit and to promote the harmonious working relationship between the Employer, employees and the Association.

## **ARTICLE 1 RECOGNITION**

1.1: The employer hereby recognizes the Association as the sole collective bargaining agent for the following positions: Associate Assistant Public Defenders and Senior Assistant Public Defenders.

## **ARTICLE 2 ASSOCIATION REPRESENTATION**

2.1: Employees covered by this Agreement shall be represented on all matters of application of this Agreement by two (2) Association Representatives.

2.2: Employees subject to this Agreement shall be represented by a Bargaining Committee selected by the membership comprised of no more than two (2) members. The Bargaining Committee members shall suffer no loss of pay or benefits for attending negotiation meetings scheduled during their regularly scheduled hours of work.

2.3: The representatives of the Association shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement, such as grievances, negotiations of changes of terms and conditions of employment and other matters within the purview of this Agreement during regularly scheduled hours of work.

2.4: The Association shall notify the Public Defender and the Human Resources Director, in writing, of the names and classifications of all representatives of the Association. Notice of changes in Association Representatives shall be made in prompt fashion. Members of the Unit who are not officially identified as Association Representatives shall not be recognized or permitted to represent the interest of other members of the Association to the Public Defender.

## **ARTICLE 3 MANAGEMENT RIGHTS**

It is recognized that the management of the County the control of its properties, and the maintenance of order and efficiency is solely the responsibility of the County and as to personnel matters and office management with the Public Defender. Other rights and responsibilities not abridged by this Contract shall belong solely to the County and the Public Defender and are hereby recognized prominent among, but by no means wholly inclusive:

- A. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs; amount of supervision necessary; methods of operation; scheduling hours; manpower and work sites; together with the full responsibility for the control

of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate St. Clair County, subject only to the provisions of this Agreement as herein set forth.

- B. Further, it is recognized that the responsibility of the management of the County for the selection and direction of the working forces includes the right to hire, suspend, discipline or discharge as determined by the Public Defender; assign work within the unit; promote or transfer; the right to decide employee's qualifications; to determine the rules and regulations governing employees' conduct and safety; and to relieve employees from duty because of lack of work or other legitimate reason; is vested exclusively in the County and the Public Defender, subject only to the provisions of this Agreement as herein set forth.
- C. The County's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

#### **ARTICLE 4**

#### **GRIEVANCE PROCEDURE**

4.1: A grievance is any dispute, controversy or difference between an Association member and the Public Defender on any issue with respect to meaning, application or interpretation of any term or provision of this Agreement.

4.2: A grievance shall refer to the specific provision(s) of this Agreement alleged to have been violated.

4.3: A grievance that does not specifically apply to salary or fringe benefit(s) shall be considered non-economic. A grievance that specifically applies to salary or fringe benefit(s) shall be considered economic. Economic grievances do not include grievances which result in lost pay or benefits due to the imposition of discipline for matters such as, by way of example, suspension without pay or discharge. An economic grievance shall be referred to the Human Resources Director and/or the Controller for resolution within fifteen (15) calendar days of occurrence to be timely. An economic grievance may be appealed to binding arbitration if written notice is given to the Human Resources Director within thirty (30) calendar days of the County's grievance response. The Association shall have the option to select arbitration through the Michigan Employment Relations Commission or the American Arbitration Association or as otherwise mutually agreed by the parties. The fee and expenses of the arbitrator shall be paid by the losing party. If the decision is a split decision, the arbitrator shall determine which party is the losing party. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses. The arbitrator shall be limited to apply and interpret those articles and sections of this Agreement and shall have powers as hereby limited by application of 4.1 of this Article, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of a specified article and section of this Agreement. A grievance relating to pay rates or changes thereto which are within the discretion of the Public Defender as stated in Article 3 (vi) shall be addressed by the procedure for non-economic grievances as stated below in section 4.4 and shall not be subject to binding arbitration.

4.4: A non-economic grievance shall first be brought to the attention of the Chief Assistant

Public Defender within a reasonable time. The grievance shall not be in writing and shall be communicated in confidence by the aggrieved employee to the Chief Assistant Public Defender. The employee may be accompanied by any duly designated employee representative covered by this Agreement. The employee will be given full opportunity to be heard and present any evidence or facts in support of his or her position. Reasonable efforts shall be made to affect a resolution of the grievance at this stage.

A grievance which is not resolved at the first stage shall then be communicated to the Public Defender. It shall not be in writing and shall be communicated in confidence if so desired. The Grievant may have any employee representative covered by this Agreement present. The Public Defender shall consider the recommendation of the Chief Assistant Public Defender resultant from the first stage of the grievance procedure, as well as the response to it, if any, from the Grievant. The Public Defender shall independently determine the resolution of the grievance de novo.

## **ARTICLE 5**

### **DISCHARGE AND SUSPENSION**

5.1: Unless the affected employee requests otherwise, the Employer shall notify the Union in writing as soon as reasonably possible, but generally not later than the next business day of the discharge or suspension of a member and within seven (7) calendar days of the discipline of a member. If the Employer is late in providing notice, it will not impact the discipline, however it will extend the time limit the Union has to file a grievance one day for each day the notice is late. A member shall be entitled to have a Local designated representative present when discipline is administered and shall be so advised at the time that a meeting is scheduled for this purpose. This procedure shall not unduly delay the operations of the County; therefore, Union Representation must be readily available within five (5) business days. The employee shall have the opportunity to sign all disciplinary actions taken against them and shall be entitled to a copy of same and a copy of any written complaints giving rise to a disciplinary action prior to such action becoming part of the Employer's records. The employee shall have the right to prepare a written statement as it relates to the discipline which shall be incorporated in the Employer's record with the discipline.

5.2: Should the discharged, suspended, or disciplined employee consider the charge improper, procedures outlined in the Grievance Procedure provisions of this Agreement for a noneconomic grievance may be initiated by the employee.

## **ARTICLE 6**

### **LAYOFF & RECALL**

6.1: Layoff shall mean a reduction in the work force due to a decrease of work, reorganization and/or restructuring as determined by the Public Defender or budget limitation as determined by the County.

6.2: When a layoff is determined to be necessary, the Association shall be notified promptly. The Association may request to meet with the Public Defender prior to implementing a layoff. The Public Defender shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

6.3: When a layoff is necessary in the Bargaining Unit, it shall be within the discretion of the Public Defender to determine which individual or individuals shall be subject of the layoff. Seniority shall be considered as a factor in the decision but shall not be controlling or binding on the Public Defender.

6.4: During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

6.5: A laid off employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years. The right to be recalled is not absolute but rather is within the discretion of the Public Defender. In the event an individual is recalled from layoff, his or her benefits shall be reinstated consistent with their rights of seniority prior to their layoff.

## **ARTICLE 7**

### **RATES FOR NEW JOBS**

7.1: The Public Defender and/or County shall notify the Association of a newly proposed classification and rate structure not less than thirty (30) calendar days prior to the time the classification becomes effective.

7.2: The Association shall, no less than ten (10) calendar days prior to implementation, request a meeting to collectively bargain or discuss the rate structure, which meeting shall be held or the matter will be considered resolved.

7.3: The Public Defender and/or County shall not make an appointment to the proposed classification for a period of thirty (30) calendar days from the date of the Association's request.

## **ARTICLE 8**

### **VETERANS**

8.1: The re-employment rights of employees will be in accordance with all applicable laws and regulations.

8.2: Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard; provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limitation.

## **ARTICLE 9**

### **LEAVES OF ABSENCE**

9.1: Leaves of absence for reasonable periods, not to exceed one (1) year may be granted within the discretion of the Public Defender.

- A. Illness leave (physical or mental).
- B. Prolonged illness of spouse or child.

All leaves granted shall be for a period of not more than one (1) year, consistent with complying with the period of medical disability stipulated in writing by the attending physician. The Public Defender may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Public Defender, provided the fees for whom shall be paid by the County.

9.2: An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the Act and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the Act will be taken consistent with the Act, this provision and the policy of the Public Defender.

9.3: Leaves of absence for reasonable periods, not to exceed one (1) year, may be granted within the discretion of the Public Defender for educational purposes consistent meeting the operating needs of the Department.

9.4: All leaves based upon illness shall be supported by a statement from the attending physician, when requested by the Public Defender. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide, upon request by the Public Defender, and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Public Defender may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

9.5: In no case shall employees be granted a leave of absence greater than their accrued seniority if less than one (1) year.

9.6: An employee shall not be entitled to return to work from a leave of absence due to illness without medical verification by the attending physician that the employee has recovered and is able to return to normal work duties.

9.7: Request for an extension of a leave of absence shall be submitted in writing to the Public Defender no less than five (5) working days prior to the expiration date of the leave.

9.8: While on a leave of absence without pay, the employee accrues no vacation time, sick days, retirement credit, or gain from any other fringe benefit.

9.9: Failure to report to work on the first scheduled work day after the expiration of a leave of absence may result in an immediate discharge.

9.10: Leaves of absence with pay for short term educational training which, in the judgment of the Public Defender, would benefit the County may be authorized by the Public Defender.

## **ARTICLE 10**

### **WORKING HOURS**

10.1: The work day shall consist of seven and one-half (7 1/2) hours and the work week shall consist of thirty-seven and one-half (37 1/2) hours for the purpose of computing salary.

10.2: The working hours will generally, but not strictly, coincide with the hours of other County employees working in the County Building.

10.3: Subject to MIDC funding being approved for such, the bargaining unit members will receive time and one half pay for hours worked, not to exceed three hours, while appearing

for arraignments at the St. Clair County Jail on Saturdays or Sundays.

10.4: Subject to MIDC funding being approved for such, the bargaining unit members will receive regular straight pay for hours worked, in addition to Article 16: Holidays, not to exceed three hours, while appearing for arraignments at the St. Clair County Jail on holidays.

10.5: Aside from pay as described in Sections 10.3 and 10.4, the bargaining unit members are exempt employees and are therefore not entitled to overtime pay.

10.6: Employees subject to this agreement shall be entitled to work remotely one day per week as work conditions permit and subject to discontinuation by the Public Defender.

## **ARTICLE 11**

### **SICK DAYS AND DISABILITY**

11.1: Full time employees shall be credited with one (1) sick day upon hire and an additional one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse. An employee on an approved leave, with or without pay, shall be subject to Article 9 - Leave of Absence.

11.2: Full time employees shall be entitled to accrue sick days to a maximum of forty (40) days, but only thirty (30) days shall be subject to compensation upon employment termination consistent with 12.13.

11.3: An employee shall be eligible to use sick days, upon satisfactory completion of the orientation period, for any of the following:

- a. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- b. The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee. Family member is defined as employee's spouse or domestic partner; biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or an individual who stood in loco parentis when the employee was a minor child; biological, foster, or adopted sibling; grandparent; grandchild; or anyone else related by blood or affinity whose close association with the employee would be the equivalent of a relative.
- c. If the employee or the employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.



- d. For closure of the employee's primary workplace by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
- e. For meetings at an employee's child's school or place of care related to the child's health or disability or the effects of domestic violence or sexual assault on the child.

11.4: An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

11.5: The Public Defender may require the employee to provide documentation, including but not limited to a physician's statement evidencing a need for leave under ESTA after three (3) consecutive days of absence in order to utilize sick time.

11.6 Any additional sick time requested after all paid sick time is exhausted, will be unpaid and granted on a case by case basis if it does not create an undue hardship for the department, unless the employee is eligible for FMLA. Documentation, including but not limited to a physician statement evidencing disability or serious illness may be required.

11.7: Sick days may be taken in place of normally scheduled work days, excluding holidays.

11.8: An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. Compensation shall commence the twenty-ninth (29<sup>th</sup>) calendar day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Short term salary continuation shall be for a period of six (6) months. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's retirement plan, social security and/or worker's compensation. Any employee who has less than one year full time employment with the County is ineligible for short term disability and FMLA. Once one year of full time employment is reached, the employee may be eligible for short term disability and FMLA, which will run concurrent.

11.9: The County shall provide the disabled employee salary continuation from twenty-ninth (29<sup>th</sup>) calendar day to the one hundred and eightieth (180<sup>th</sup>) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits which shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

11.10: Commencing the one hundred and eighty-first (181<sup>st</sup>) calendar day long term disability salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following

safeguards and conditions:

A. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty (50%) percent of the premium cost.

B. The County shall require prepayment of all premium costs.

11.11: The employee shall be entitled to select either the core salary continuation plan (disability) or option I as follows:

A. CORE PLAN

- \* 66 2/3% of base salary
- \* Up to 5 years from date of disability
- \* \$4,000 monthly maximum

B. OPTION I

- \* 70% of base salary
- \* Benefit up to age 65
- \* \$6,000 monthly maximum

The employee electing Option I shall pay by bi-weekly payroll deduction the difference in premium between the Core Plan and Option I at the County's group rate.

11.12 Sick days shall not accrue on an unpaid leave of absence. Sick days shall accrue on a paid leave of absence.

11.13: The employee shall be eligible to supplement disability compensation with sick days and vacation days on a ratio of one (1) sick day or vacation day to three (3) days of absence in order to remain at full normal gross salary.

11.14: Upon termination of employment, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

11.15: Each employee shall give the Employer at least fifteen (15) calendar days written notice of voluntary termination, or the employee shall forfeit one (1) day of retrievable sick, vacation or compensatory days for each day short of the required fifteen (15) day notice of a voluntary quit.

**ARTICLE 12**  
**BEREAVEMENT LEAVE**

12.1: Members of the Bargaining Unit shall be allowed funeral leave days in the event of a death of family members and relatives as follows:

Up to five (5) regularly scheduled working days within a calendar week with pay for: Spouse, Child, Step Child, Mother or Father.

Up to three (3) regularly scheduled working days within a calendar week with pay with up to two (2) additional days with pay to be deducted from sick days for: Brother or Sister

Up to three (3) regularly scheduled working days within a calendar week with pay to be deducted from sick days for: Step-Parent, Mother-In-Law, Father-In-Law, Son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent

One (1) regularly scheduled workday within a calendar week with pay to be deducted from sick days for: Spouse Stepparent, Spouse Son-In-Law or Daughter-In-Law, Spouse Grand Parent, Spouse Grand Child, Spouse Step Sibling, Spouse Brother-In-Law or Sister-In-Law, Aunt or Uncle, Niece or Nephew.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

**ARTICLE 13**  
**JURY DUTY**

13.1: An employee who is called to perform jury duty shall inform the Public Defender immediately.

13.2: Employees on jury duty shall be paid regular pay for performing jury duty during regularly scheduled work hours. Pay for jury duty shall be returned to the County.

13.3: Time spent on jury duty shall not be deducted from sick days or vacation days, nor adversely affect any fringe benefits.

13.4: Any reimbursements (by way of example: mileage, lodging, and other reimbursable out-of-pocket expenses) shall belong to the employee. If such a reimbursement is paid as part of the jury pay, the County shall provide the reimbursement portion only to the employee with suitable documentation, in a reasonable time and manner.

**ARTICLE 14**  
**INJURY LEAVE**

14.1: The County shall provide employees the opportunity to supplement Worker's

Compensation from accrued sick days and/or disability insurance compensation on a leave of absence due to a work related illness or injury. Worker's Compensation is governed by Board Policy and Procedures, therefore, is subject to change.

14.2: The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and F.I.C.A. taxes.

14.3: The supplemental compensation shall be deducted from the employee's accrued sick days and/or disability insurance compensation but in no case exceed the employee's accrued sick days.

14.4: When an employee is eligible for Worker's Compensation, the employee will receive a check directly from Worker's Compensation. The County shall continue to provide the regular pay check minus the monies received from Worker's Compensation and all other normal authorized payroll deductions or disability insurance compensation.

14.5: Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days or who exhaust their sick days while on injury leave, shall retain the Worker's Compensation check as directed by the County, until eligible for disability insurance compensation.

## **ARTICLE 15** **VACATIONS**

15.1: All full time employees shall be entitled to vacations as determined by their placement on the following table or St. Clair County Policy Category 300, Section 336: Vacation; Section 3, or if the Public Defender declines to make a placement, placement will be based on their actual years of service. In no event will an employee receive vacation time less than their actual years of service.

<u>Years of Service</u>	<u>Full Time Employees Days</u>
6 months	5
1 year	10
2 years	11
3 - 4	15
5 - 6	17
7 - 9	18
10 - 14	20
15 - 19	23
20 - 24	25
25 +	28

15.2: The full allocation of days, according to the above schedule, shall be credited to the employee upon each anniversary of full-time employment with the County.

15.3: Vacation days shall not be used prior to their being credited or beyond the number of those day accumulated.

15.4: Vacation days must have the prior approval of the Public Defender to be used. Approval shall be contingent upon meeting the operational needs of the Public Defender but approval

shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

15.5: The Public Defender shall approve or deny a timely vacation request no more than fourteen (14) calendar days after receipt of such vacation request unless otherwise mutually agreed. This provision shall mean that one (1) day and same day vacation requests shall not be prohibited by the Public Defender.

15.6: A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

15.7: Upon termination, retirement, or death, the employee or beneficiary shall be paid the total accrued unused vacation days and a prorated pay off of vacation time from their date of separation retroactively to their last anniversary of employment. Be it provided, that such pay off of unused days shall not exceed thirty-five (35) days of pay.

## **ARTICLE 16** **HOLIDAYS**

16.1: Full time employees shall be entitled for the following paid Holidays as patterned after the Michigan Supreme Court:

- New Year's Day
- Martin Luther King's Birthday (Third Monday of January)
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

and such other Holidays as may be established by action of the Board of Commissioners. In the event the Supreme Court modifies its schedules, the above schedule shall be modified accordingly.

16.2: To be eligible for a holiday, an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless authorized the day off.

16.3: In the event a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed the preceding Friday.

16.4: The County shall make every effort to provide reasonable accommodation for employees to attend services associated with the practice of their religious beliefs. Be it provided that the employee shall give sufficient notice to provide the Public Defender opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the Department. The Public Defender will not compensate the employee for time away from the job except that the employee may utilize

vacation or compensatory time.

16.5: Paid holidays shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

**ARTICLE 17**  
**HEALTH AND DENTAL CARE AND LIFE INSURANCE**

17.1: Effective January 1, 2025, each full time employee shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 750

Annual Deductible:

\$750 – Employee

\$1,500 – Family

Annual Co-Insurance:

80% - Plan Approved Charges

20% - Employee

Annual Co-insurance Maximum Including Deductible:

\$3,250 – Employee

\$6,500 – Family

\$30 Office Visit Co-Pay

\$30 Chiropractic Co-Pay

Prescription Drug Rider

\$10.00 – Generic Prescription Drugs

\$40.00 – Brand Name Prescription Drugs

\$80.00 – Non-Preferred Prescription Drugs

MOPD - Mail Order Prescription Drugs

Unlimited Annual In-Network Preventative Services

Vision – Vision Rider

HCA – Hearing Care

The County shall have authority to select the health care provider provided such coverage is comparable.

The Employer shall pay the premium cost of the core benefit with the following exceptions.

Effective upon ratification and thereafter, all participating regularly scheduled full time employees shall pay an employee premium cost co-share amount equal to 20% of the County's illustrated rate adjusted annually.

The County shall provide the Association with documentation, including annual rate information from the provider that justifies the change in the employee contribution.

All employee plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal biweekly installments over the 26 annual pay periods.

In the event the St. Clair County Board of Commissioners modify or change the collective bargaining guidelines for the health care coverage as stipulated in Article 17, the Union and the County shall enter into collective bargaining with the purpose of establishing the health care coverage plan and employee premium co-share amounts for eligible members of the bargaining unit.

17.2: Full time employees eligible shall be entitled to select the following option in the place of the core plan.

OPTION II - NON-PARTICIPATION COMPENSATION

Full time employee's eligible to participate in the plan but who elect not to participate shall be entitled to annual compensation as follows:

- \$ 650 - One Person subscriber
- \$1100 - Two Person subscriber
- \$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

17.3: The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

17.4: The County shall provide the following core plan and provide the following options. Be it provided that participation is limited to full time regular employees with one year of full time continuous service.

A. CORE PLAN

- \* Plan 100 50/50 to an annual maximum of \$1,000 per individual.
- \* Class III Orthodontia Plan 50/50 to a lifetime maximum of \$1500 per individual

B. OPTION I

- \* \$200 to a flexible reimbursement account.

C. OPTION II

- \* \$150 Cash Rebate.

17.5: Full time regular employees shall be eligible for the core life insurance of \$50,000 or any of the other options as follows:

A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the Employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

**B. OPTION II**

The eligible employee may purchase an additional amount equal to twice the core at the Employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

17.6: In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

17.7: An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs.

17.8: On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

17.9: Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible for dual County health insurance, dental or other insurance coverages as both a sponsor and a dependent for any insurance coverage under this Agreement. The County shall in no instance be required to provide dual coverage. Should an employee have a qualifying event and lose coverage, they would become eligible to re-enroll in the active or retiree health insurance plan.

17.10: Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible to participate in the Opt Out plan option as both a dependent for any insurance coverage under this Agreement and as an Opt Out participant.

**ARTICLE 18**  
**ACT OF GOD**

18.1: In the event of a natural or man-made disaster or emergency, the Chairperson of the Board of Commissioners or the Chairperson's designees, the County Administrator or Controller, may declare the same and authorize the pay of those employees unable to report to work. Employees designated as essential by the Department Head and required to report to work shall receive compensatory time or straight pay for the work performed.

18.2: In the event any member of the Bargaining Unit is sent home from work or advised not to report to work for reason other than discipline by the Public Defender, such employee shall receive a full day's pay for that day.

**ARTICLE 19**  
**MILEAGE ALLOWANCE**

19.1: Employees who use their personal vehicles on business of the Public Defender shall be reimbursed in accordance with the IRS Regulations for Expense Reimbursements and the County's Expense Reimbursement Policy.

**ARTICLE 20**  
**RETIREMENT**

20.1: The St. Clair County Retirement System Defined Benefit Pension Plan and Retiree Health Care Plan is closed to all newly hired employees. Any active member of the Defined



Benefit Pension Plan and Retiree Health Care Plan who transfers into the bargaining unit without separation of employment and/or membership shall be subject to the terms and conditions as outlined in the St. Clair County Retirement Policy and Retirement System Ordinance and shall not be subject to nor require separate Association approval.

20.2: Full time employees hired on or after October 1, 2025 shall be entitled to a Defined Contribution Retirement Plan.

The Defined Contribution Plan has no guarantee of a specific benefit, only what the employee decides to withdraw upon termination from employment; the employee chooses how to direct his or her investment. The employee should fund this plan with the goal to cover both pension and retiree healthcare needs. The benefit is portable.

The employee may contribute up to the IRS maximum elective deferral (contribution) limit of total wages through payroll deduction each pay period. Wages is defined as W-2 compensation less fringe benefits, bonuses, overtime, off schedule payments and longevity, etc. Employees wishing to adjust their employee contribution election amount, may do so in accordance with the terms of the 457 Plan and applicable County policy.

The County will match the employee contribution dollar for dollar up to a maximum of 8% of total wages.

- A. The minimum employee contribution rate is one (1) percent.
- B. A full time employee shall be entitled to select one of the following contribution options to be matched by the County:

<u>Employee Contribution</u>	<u>County Contribution</u>
1.0%	1.0%
2.0%	2.0%
3.0%	3.0%
4.0%	4.0%
5.0%	5.0%
6.0%	6.0%
7.0%	7.0%
8.0%	8.0%

- C. An employee is not required to withdraw his or her contributions upon termination of employment.

Retirement age: Age 65 or the age at which Participants have the right to retire and receive, under the basic defined benefit pension plan of the employer, immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age.

## ARTICLE 21 WAGES

Wage Effective October 1, 2025									
<b>2025 County Wage Structure (3.0%)</b>									
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
APD	II-LL	\$ 79,439	\$ 82,616	\$ 85,922	\$ 89,359	\$ 92,933	\$ 96,650	\$ 100,515	\$ 104,536
Sr APD	II-O	\$ 96,650	\$ 100,515	\$ 104,536	\$ 108,717	\$ 113,067	\$ 117,589	\$ 122,293	\$ 127,183
Wage Effective January 1, 2026									
<b>2026 County Wage Structure (2.5%)</b>									
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
APD	II-LL	\$ 81,425	\$ 84,681	\$ 88,070	\$ 91,593	\$ 95,256	\$ 99,066	\$ 103,028	\$ 107,149
Sr APD	II-O	\$ 99,066	\$ 103,028	\$ 107,149	\$ 111,435	\$ 115,894	\$ 120,529	\$ 125,350	\$ 130,363

1. All Employees will receive a step increase on 10/1/25 to the next step higher from the current wage. (For APD's i.e. step 8 - \$89,359, will move to new wage scale step 5 - \$92,932). All further step increases shall be merit-based at the sole discretion of the Public Defender, in conformity with County policy and the MIDC-approved budget.
2. All Employees will receive a 2.5% COLA increase on 1/1/26
3. Thereafter, all Employees shall be entitled to consideration of a merit-based step increase on the anniversary of their hire date.
4. If an Employee is promoted from Assistant Public Defender to Senior Public Defender, the Employee will be placed on the next step higher from the current wage. The Employee will be considered for a merit-based step increase on each anniversary of the promotion. The Employee's anniversary of their hire date with the County will remain unchanged.
5. For each year of this Agreement and thereafter, if the MIDC does not approve the funding necessary to meet the obligations set forth in the salary schedules, the Public Defender shall have the right to adjust the above salary schedules downward up to the amount of the total shortage or take other action permitted by this Agreement as deemed necessary by the Public Defender in his sole discretion to meet the MIDC-approved budget.

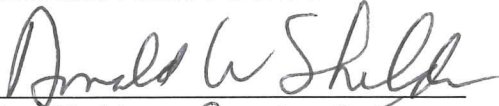
**ARTICLE 22**  
**TERMINATION OF AGREEMENT**

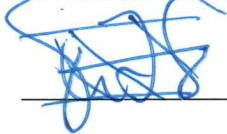
22.1: This Agreement shall be in effect and become operative October 1, 2025 and shall continue in operation and effect through December 31, 2026. If either party hereto desires to terminate, modify or amend this Agreement, it shall give notice at any time within (90) calendar days prior to December 31, 2026. If neither party shall give notice to terminate, modify, or amend this Agreement, the Agreement will continue in operation and effect after December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 4<sup>th</sup> day of September, 2025.

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Ryan Streefkerk      9-12-25  
Assistant Public Defender

  
\_\_\_\_\_  
Don Sheldon      9-12-25  
Sr. Assistant Public Defender

  
\_\_\_\_\_

FOR THE COUNTY

  
\_\_\_\_\_  
Steve Simasko, Chairperson  
Board of Commissioners

  
\_\_\_\_\_  
Michael Boucher  
Public Defender

  
\_\_\_\_\_  
Angie Waters  
County Clerk/Register