AGREEMENT

between the

ESSEXVILLE-HAMPTON PUBLIC SCHOOLS BOARD OF EDUCATION

Essexville, Michigan

and the

ESSEXVILLE-HAMPTON CUSTODIAL & MAINTENANCE ASSOCIATION

For the Years:

2026-2027

2027-2028

2028-2029

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AGREEMENT

THIS AGREEMENT was entered into on June 8, 2026, by and between the Essexville-Hampton Public Schools Board of Education (the "Board"), and the Essexville-Hampton Custodial & Maintenance Association, (the "EHCMA").

WITNESSETH, WHEREAS, the Board has a statutory obligation pursuant to the Michigan Public Employment Relations Act ("PERA"), MCL 423.201 et seq. as amended to bargain with the EHCMA as representative of its custodial and maintenance employees with respect to hours, wages, terms and conditions of employment.

ARTICLE I - RECOGNITION

Section 1.1 - Unit Definition

The Board hereby recognizes the EHCMA as the exclusive bargaining representative for all custodians and maintenance personnel who work at least 20 hours per week, but excluding supervisory administrative personnel, the Grounds Supervisor, Maintenance and HVAC Supervisor, and substitutes.

Section 1.2 - Employee Defined

The term "employee" as used in this Agreement shall mean all custodians and maintenance personnel represented by the EHCMA and the Bargaining Unit defined in Section 1.1.

Section 1.3 - Full and Entire Agreement/Modifications

This Agreement is the result of extensive negotiations in which both parties had the right and opportunity to submit proposals and to negotiate their proposals with the other party. This Agreement sets forth the parties' full and entire understanding as to the matters expressed herein. This Agreement may only be modified in writing upon the mutual consent of the parties. All past practices and understandings between the parties not memorialized and incorporated in this Agreement are not enforceable.

ARTICLE II - RIGHTS OF THE EHCMA

Section 2.1 - Right to Organize

Pursuant to PERA, the Board hereby agrees that employees shall have the right freely to organize, join and support the EHCMA for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection or the employees may refrain from such EHCMA activities. The Board and EHCMA undertake and agree that they will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by PERA or other laws of the State of Michigan or its Constitution or the laws and Constitution of the United States; that they will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the EHCMA, his/her participation or lack of participation in any activities of the EHCMA or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Neither the EHCMA nor any of its members will intimidate or coerce any employee or interfere with his/her right to work because of his/her refusal to participate in EHCMA membership or activity.

Section 2.2 - Right to Invoke Mediation

The Board specifically recognizes the right of its employees to invoke, appropriately, the assistance of the Michigan Employment Relations Commission or a mediator from such a public agency.

Section 2.3 - Right to Use Buildings

The EHCMA and its members shall have the right to use school building facilities at reasonable hours for EHCMA-related meetings, upon approval by the Superintendent or designee and according to board policy, unless the use may disrupt any District operations. Building use fees will not be charged for employee meetings.

Section 2.4 - Right to Wear Insignia

No employee shall be prevented from wearing or required or coerced to wear insignia, pins, or other identification of membership in the EHCMA either on or off school premises.

Section 2.5 - Right to Information

It is agreed and recognized, however, that, except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the District resides exclusively with the Board, and during the term of this Agreement shall not be the subject of mandatory negotiation with the EHCMA, nor subject to any proceeding under the grievance procedure.

ARTICLE III - RIGHTS OF THE BOARD OF EDUCATION

The Board, being a public school employer as defined in Section I(l)(h) of the Michigan Public Employment Relations Act, MCL 423.201 (1)(h), has the responsibility, authority, and right to manage and direct the operations and activities of the District on behalf of the public in accordance with Section 15(2) of the Michigan Public Employment Relations Act, MCL 423.215(2), and its authority pursuant to Section 11a of the Michigan Revised School Code, MCL 380.1 la. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but not limited to, the following rights:

A. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion for reasons that are not arbitrary or capricious; and to promote and transfer all such employees.

B. To determine work schedules, hours of work, and the duties, responsibilities, and assignments of employees.

C. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees.

D. To establish, implement, and maintain personnel and other policies, including affirmative action and other workforce diversity initiatives, that are not in conflict with this Agreement or applicable state and federal laws.

E. To establish grade levels, means, and methods of instruction, selection of instructional materials, and employee assignments, including those employees who may be under the supervision of members of this bargaining unit.

F. To execute an evaluation of a program and to evaluate the effectiveness of individual employee performance.

G. To adopt rules and regulations.

H. To determine the qualifications of employees, including physical conditions.

I. To initiate and conduct the means of obtaining financial support for the District.

J. To make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.

K. To determine all methods and means to carry on the operations of the Schools, including automation.

L. Nothing in this Agreement in any way shall prevent or limit the Board from participating in cooperative educational programs with any entity.

M. Nothing in this Agreement in any way shall prevent or limit the Board from contracting or subcontracting with a third party to perform noninstructional service.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then, only to the extent that such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and of the United States.

Nothing contained in this Agreement shall be considered to deprive or restrict the Board of its rights, responsibilities, and authority under the laws or regulations of the State of Michigan and/or the United States.

ARTICLE IV - COMPENSATION

The hourly rate and economic fringe benefits of employees shall be in accordance with Schedule "A," incorporated in this Agreement.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 5.1 - Summer Schedule

Employees or the Board may request a ten (10) hour day, four (4) days per week work schedule during the summer months. The supervisor of buildings and grounds may implement such a schedule with the understanding that he/she must maintain, in his/her opinion, an appropriate work force and as such, the number of employees on ten (10) hour days is reserved to the District.

Section 5.2 - Lunch Period / Breaks

All shifts of at least six (6) hours include a one-half (1/2) hour lunch period, which will be determined by the building schedule.

Employees shall be granted a fifteen (15) minute break, morning and afternoon, for each eight (8) hour shift; four (4) hour work shifts shall have one fifteen (15) minute break. For those employees with a ten

(10) hour, four (4) day workweek, there will be allowed two fifteen (15) minute breaks. An employee assigned to a regular five (5) hour shift will be allowed a twenty (20) minute break.

Section 5.3 - Work Hours

Work hours will be determined by management. Work hours may be changed based on need and general conditions, with as much notice as possible being given to employees.

Section 5.4 - Overtime

For all hours worked over forty (40), in a week, an employee will be paid time and one-half. Employees who work on a Saturday or a Sunday will be paid time and a half.

All overtime hours must be approved by the Superintendent/designee. All hours worked, including overtime, must be submitted to the employee's immediate supervisor on a timesheet. Failure to follow these requirements will result in a denial of overtime pay. Employees scheduled for an overtime assignment will be given as much advance notice as possible.

Section 5.5 - Overtime Distribution

The Board shall endeavor to share the overtime between employees, based upon job assignment, building, and qualifications. If no employee accepts the overtime assignment, then the overtime assignment will be given to the least senior employee where the event occurs. If the assigned employee rejects the overtime assignment, then the assigned employee must ensure that an employee covers the overtime assignment on that day.

Section 5.6 - Notice of No Work

An employee who is notified to come to work without having been properly notified that there is no work will be paid as follows: four (4) hours at the employee's regular or premium hourly rate of pay for the shift involved.

Section 5.7 - Call Back

In the event an employee is called back to work outside his/her regular shift, such employee will be paid for the hours worked in accordance with the overtime provisions of this Agreement and will be guaranteed not less than three (3) hours work. During such guaranteed period, the employee shall perform work as assigned by the Director of Facilities, Safety and Transportation, which may include duties other than those that necessitated the call-back.

ARTICLE VI - GRIEVANCES

Section 6.1 - Grievance Defined

A grievance is defined as an alleged violation of the provisions of this Agreement. A grievance shall specify the Articles/Section of this Agreement alleged to have been violated, the manner in which the violation occurred, and the specific relief sought. The term "grievance," as defined above, shall not apply to:

1. Staff, curriculum, school finance, selection of personnel, and other matters reserved by law to Board discretion.

2. The provisions of insurance contracts and policies.

3. Any policy, rule, regulation, or practice of the Board not in direct conflict with this Agreement.

4. Any claim for which there is another remedial procedure or forum established by law or regulation.

5. Any matter set forth in this Agreement which is covered by a state and/or federal law and may be pursued through an administrative agency. It is the purpose of this provision to deny use of the grievance procedure to employees where one or more administrative remedy is or has been available to them outside of the scope of this Agreement per the Michigan Public Employment Relations Act.

Section 6.2 - Grievance Procedure

Step 1: An employee may bring a grievance to the attention of his/her immediate supervisor within five (5) working days from the date of the alleged violation upon which the grievance is based or within five (5) working days after the facts giving rise to the grievance should have reasonably been known to the employee(s) involved. In no instance shall this time period exceed thirty (30) working days from the date of the occurrence. The aggrieved employee, a Grievance Committee member, and the aggrieved employee's immediate supervisor shall meet to discuss the grievance within five (5) working days after it is brought to the attention of the supervisor. The supervisor is to provide an answer to the aggrieved employee or the Grievance Committee member within five (5) working days after the meeting.

Step 2: If the grievance is not settled in Step 1, the employee or a Grievance Committee member may file a grievance in writing on forms within five (5) working days from receipt of the answer from the supervisor and present two (2) copies to the District's Human Resources Director who shall have five (5) working days in which to reply in writing.

Step 3: If a grievance is not settled in Step 2, the Grievance Committee will then submit copies of the grievance to the Superintendent within five (5) working days after receipt of the answer from the supervisor. Within ten (10) working days from the submission of the grievance to the Superintendent, the Superintendent and the Grievance Committee shall meet to discuss the grievance. The decision of the Superintendent or designee shall be made in writing within five (5) working days after the meeting.

Step 4: If the grievance is not settled at Step 3, the matter may then be referred by the EHCMA, in writing, within fifteen (15) days from the Superintendent's/designee's answer in Step 3, to mediation to the Office of the Michigan Employment Relations Commission. A copy of the notice will be supplied by the EHCMA President to the Superintendent.

Section 6.3 - Date of Settlement

No monetary claim by an employee or by the EHCMA against the Board shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing, unless the circumstances of the case made it impossible for the employee, or the EHCMA, as the case may be, to know that the employee or the EHCMA has grounds for such claim prior to that date, in which case, the claim shall be limited retroactively to a period of forty-five (45) days prior to the date the claim was first filed in writing.

Section 6.4 - Grievances Regarding Layoff or Recall

In cases of layoff, a grievance claiming that an employee or employees were laid off out of line of seniority must be filed in writing within five (5) working days from the date the Board first submitted a list to the chairperson of the Grievance Committee of the employee or employees so laid off.

Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this agreement shall have five (5) working days in which to file a grievance.

Section 6.5 - Progressive Discipline

In the event disciplinary action becomes necessary, the following cumulative progressive steps will be followed. Any step or steps, however, may be skipped based on the severity of the situation.

1. Documented verbal warning — copy to personnel file
2. Written Reprimand — copy to personnel file
3. Up to ten (10) days off without pay based on severity of the incident; copy to personnel file
4. Discharge — copy to personnel file

Section 6.6 - EHCMA Notification

The EHCMA president shall be notified by management of any disciplinary suspension or discharge of any employee.

Section 6.7 - Presence of EHCMA

Weingarten rights will be provided to the employee.

Section 6.8 - Meeting Times

The Grievance Committee shall meet with management at such times as may be determined to be necessary and as will not conflict with reasonable District operations.

Section 6.9 - Paid Time

Grievance Committee members and/or the employee(s) involved in the Grievance Procedure will be paid his/her regular authorized rate for reasonable time spent, while on duty during his/her regular shift working hours, in the processing of a grievance.

Section 6.10 - Grievance Timeline

A grievance not processed within the timeline by the EHCMA, shall be considered withdrawn. A grievance not processed within the timeline by the Board, shall be considered automatically moved to the next grievance step.

ARTICLE VII - SENIORITY

Section 7.1 - Probationary Employee

New employees and those hired after a break in seniority shall be regarded as probationary employees for the first ninety (90) workdays or the first 720 hours, whichever is the lesser period. During this probationary period, employees shall be given training. The Board has the right to extend the probationary period for an additional thirty (30) days. The Board shall determine the nature and scope of this training. Probationary employees may be transferred, laid off, or terminated as exclusively determined by the Board without recourse through the grievance procedure. A probationary employee shall not receive any paid absences during this time period.

Upon completion of their probationary period, employees shall then be credited with seniority beginning with their date of hire, and such employees will be entered on the seniority list as of their date of hire and shall accumulate seniority from that date.

Section 7.2 - Loss of Seniority

Seniority shall be lost for one of the following reasons only:

A. Employee quits or retires.

B. Employee is discharged for reasons that are not arbitrary or capricious.

C. Employee is laid off for more than one (1) year.

D. Employee is absent for three consecutive days without notifying their supervisor.

Section 7.3 - Seniority Lists

Up-to-date seniority lists shall be posted on the bulletin boards of each school by July 1st of each year by the EHCMA President. Objections to the seniority list shall be filed within ten (10) days of the posting; thereafter the list shall be final. A copy of this list shall be provided to the District's Human Resource Department.

Section 7.4 - Order of Layoff

When there are layoffs for any reason, the procedure shall be as follows:

All probationary employees shall be laid off first in line with their seniority. Thereafter, employees shall be laid off in line with their department seniority.

In applying seniority, the District retains the right to consider documented operational needs, including employee attendance reliability and availability to meet required work schedules, where such factors are necessary to ensure adequate coverage of essential duties.

The employees with seniority who are qualified and will do the work of the employee to be displaced may do so. The employee on the affected job may use his/her seniority to displace a less senior employee. Retained employees must be fully qualified and capable to perform their duties.

Section 7.5 - Order of Increase (Recall)

When there is an increase in working forces, after a layoff, the reverse of the above layoff procedure shall be followed. Before any new employee is hired, the senior employee on layoff shall first be offered the employment and, if he/she is willing and able to do the work, he/she shall be awarded the job.

Section 7.6 - Notice of Layoff

When an employee is laid off, he/she will be given five (5) working days' notice of such layoff.

ARTICLE VIII - JOB BIDDING

Section 8.1 - Selection Process

Selection of employees for the purpose of filling job vacancies shall be made by the Board on the basis of the following factors: (1) seniority, (2) physical fitness for the work, and (3) ability (qualifications) to

perform the work. Factors (2) (physical fitness for the work) and (3) (ability (qualifications) to perform the work) will be determined by the Board. The term "qualifications" as used in this Agreement shall mean the ability to perform the job duties, meet physical requirements of the job, holding required certifications and/or licenses, and having positive evaluations, attendance, and discipline records. Where factors (2) and (3) are equal, factor (1) (seniority) will be the determining factor in all cases of filling vacancies. The following provisions shall apply to the filling of vacancies:

A. If a vacancy is to be filled, notice of the vacancy shall be posted by the Board on bulletin boards at each school within ten (10) working days from the time such vacancy first occurred, for a period of not less than three (3) full working days in order that all interested employees may be given equal opportunity to bid.

Such notice shall state information about the vacancy including the school where the vacancy exists, the normal working hours, the job title and the general purpose of the job, along with the hourly wage rate and the closing date for accepting bids. The Board may, however, at times during the summer, bid a job on a temporary sixty (60) day basis. However, at the end of the temporary sixty (60) day period, the Board must then decide to either post the temporary job as a permanent job or, if the workload does not warrant a permanent job, it must be eliminated. Time extensions may be granted upon mutual agreement of the parties.

B. Interested employees' bids shall be in writing (on forms mutually agreed to by the Board and the EHCMA), signed by the employee, with a copy to be submitted to the appropriate immediate supervisor and a copy to be submitted to the Grievance Committee.

C. The Board shall notify, in writing or email, the EHCMA President as to the names of employees to whom jobs have been awarded, together with the date of such awards.

D. Temporary openings that are known to be more than two (2) weeks will be offered to qualified employees, by seniority and building assignment, before placing a substitute in that position. The opening created by the reassignment will be filled by a substitute.

E. A reasonable attempt will be made by the Board to place employees to fill positions in school buildings two (2) weeks prior to the first day of school.

F. New hires can receive up to Step 5 on the "Salary A Schedule" for experience outside of the District.

Section 8.2 - New Wage Rates

When a wage rate for a new job or new wage rate for a changed job is or should be installed, the employee or employees affected may, at any time within thirty (30) days (except where the parties otherwise mutually agree), file a complaint alleging that such new rate does not bear a fair relationship to other jobs in the school. Such complaints shall be negotiated. If the complaint is settled in mediation, the wages shall be effective as of the date when the employee was assigned to the new job.

ARTICLE IX - UNPAID LEAVES

Section 9.1 - Peace Corps Unpaid Leave

Leave of absence may be granted without pay for up to two (2) years to any employee who enrolls in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the District

and shall be given the benefit of any increases which would have been credited to him/her had he/she remained in active service with the District, provided, however, that such employee shall make application to return to work within ninety (90) days after discharge from the Peace Corps, if a vacancy exists. If the leave has not expired, he/she may be assigned to the same position in which the employee was employed prior to the leave or to a substantially equivalent position, if a vacancy exists, unless an extension is approved by the Superintendent. Seniority is to be frozen after two years.

Section 9.2 - Armed Forces Unpaid Leave

Any employee who has completed his/her probation period and who enters the armed forces of the United States, will be given a leave of absence without pay and provided reinstatement in accordance with the applicable provisions of law.

Section 9.3 - Family and Medical Leave

A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible employees in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:

1. To care for the employee's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.

2. To care for the employee's spouse, child, or parent who has a serious health condition.

3. Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.

4. Other reasons as provided in the FMLA.

To be eligible for a FMLA leave, an employee must have been employed for at least twelve (12) months, and for at least 1 ,250 hours during the previous 12-month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. The District uses the rolling method to calculate FMLA, measured backward. The twelve (12) month period for determining hours worked and use of leave is defined as a rolling twelve (12) month period measured backward from the date the employee uses FMLA leave. During the period of FMLA leave, the employee's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA. Elected supplementary insurance coverages may be continued by the employee prepaying the premium cost to the District's business office which will then make payment of the premium to the insurance company.

FMLA leave provided to employees is unpaid, unless the employee has applicable paid leave. Applicable paid leave will run concurrently with FMLA leave.

FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA. Seniority will accumulate during the period of FMLA leave.

The limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local educational agencies) shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

Upon expiration of FMLA leave, if the employee is able to return, he/she shall be assigned to the same position in which employed prior to the leave or to a substantially equivalent position.

ARTICLE X - PAID LEAVES

Section 10.1 - Purpose of Sick Leave

The primary purpose of a sick leave allowance is to cover the absence of an employee from school because of personal illness sufficiently severe that it would make his/her presence in school inadvisable. Sick Leave applies only to absences resulting from illness of the employee, except as otherwise expressed in this Agreement.

Section 10.2 - Eligibility for Sick Leave

Sick leave benefits will be granted only to those employees working a normal forty (40) hour week during a normal twelve (12) month period. Applicable sick leave benefits to employees shall accrue at a rate of twelve (12) days per fiscal year (July 1 - June 30). Employees will be allowed to use sick leave days for any purpose listed in the Michigan Earned Sick Time Act (ESTA). The first seventy-two (72) hours of sick leave days that qualify for ESTA may be used as long as ESTA remains in effect. In the event that an employee leaves the workforce for any reason, sick time is prorated for the fiscal year. Absence of more than three (3) consecutive days must be substantiated by a physician's certificate in order to receive payment of sick leave benefits. Employees working part-time (less than 35 regularly scheduled hours per week) will receive four (4) sick days. Sick days will be charged with hours scheduled for the day missed.

It is the responsibility of the employee to notify the Director of Facilities, Safety & Transportation, at least two (2) hours prior to the start of their workday, except for exigent circumstances, of their absence. It is the responsibility of the employee to enter all time off requests, using the District required online systems, for approval. Time off requests must be entered as soon as possible, but not later than 24 hours after the absence has occurred. Failure to enter the request may result in delayed payment and discipline.

Section 10.3 - Terminal Leave Payment

An employee with ten (10) or more years of service to the District who retires into the MPSERS system shall be entitled to a sick payout of $40 per day for accumulated sick days through their career. This will also be paid out as a death benefit to the surviving beneficiary. The maximum days that can carry cash value shall be 120 days.

Section 10.4 - Miscellaneous Paid Leaves

The term "immediate family," as used in this Article or elsewhere in this agreement, is defined to mean the employee's mother, father, sister, brother, or child, whether natural or adopted; current spouse; sister-in-law; brother-in-law; grandfather; grandmother; parent or grandparent of the employee's current spouse; grandchild; stepfather; stepmother; stepchild; stepbrother; and stepsister. Others may be approved by the Superintendent.

Leaves of absence with pay not chargeable against sick leave allowance shall be granted for the following reasons:

A. A maximum of five (5) days for a death in the immediate family , if proof is furnished to the Superintendent or designee as soon as conditions permit the employee to make the request. Ten (10) days will be the maximum number of days that can be received at any one time. Paid leave will only be allowed for scheduled workdays. One additional day may be granted by the Superintendent for special circumstances.

B. One (1) day for attendance at the funeral service of a friend or family relation not within the definition of "immediate family,"if proof is furnished to the Superintendent or designee as soon as conditions permit the employee to make the request. Paid leave will only be allowed for scheduled workdays.

C. Two (2) days for the conduct of personal affairs which cannot normally be handled outside work hours (a personal leave day cannot be used the day before or the day after a holiday or vacation period, the first or last day of the school term, or the first day of a hunting or fishing season), if request is made to and approved by the Superintendent or designee as soon as conditions permit the employee to make the request.

It is understood that payment will be made for unused personal days at the end of the school year. Payments will be made on the basis of straight time for the average number of hours worked daily at base rate for classification.

D. Absence when called for jury service. Jury pay benefits will be made for not to exceed thirty (30) days while serving as a juror in a court of record, but the pay of the employee shall be reduced by the per diem compensation paid to the employee as a juror. When an employee receives notice of jury call, he/she shall immediately inform the Superintendent. On any day the employee is not serving as a juror, or is dismissed from jury service in time to work their normal shift, the employee is required to report to work according to their regular schedule.

E. Court appearance as a witness in any case connected with the employee's employment or the school or whenever the employee is required to attend any proceedings relating to the aforementioned, provided the employee is not a party adverse to the District.

F. One (1) day to take the selective service physical examination.

ARTICLE XI - ACCIDENT REPORT / DEFECTIVE EQUIPMENT

Section 11.1 - Accident Report

Any employee involved in any accident shall immediately report said accident and any physical injury sustained to the immediate supervisor and the director of employee services. When required by the Board, the employee, before starting his/her next workday, shall make out an accident report in writing on forms furnished by the Board. Failure to report such an accident may result in disciplinary action against the employee.

Section 11.2 - Defective Equipment

Employees shall, immediately or at the end of their workday, report all defects on equipment and structure to the immediate supervisor. Such reports shall be made on a suitable form furnished by the Board and a copy shall be retained by the employee. Failure to report such defects may result in disciplinary action against the employee.

ARTICLE XII - PAID FOR TIME

Employees shall be paid for all work performed as scheduled by the Board. Rates of pay provided for by this Agreement shall apply. Pay periods shall be established on a bi-weekly basis.

ARTICLE XIII - EXAMINATIONS

Physical, mental or other examinations required by the Board shall be promptly complied with by all employees. The Board reserves the right to select its own medical examiner or physician to conduct a regular annual physical; the physical requested by the Board will be at Board expense if not covered by the employee's health care plan.

ARTICLE XIV - MISCELLANEOUS

Section 14.1 - Bulletin Boards

The Board shall provide adequate space for bulletin boards for EHCMA notices to its members which is of an informational nature to the employees. Nothing contained in such notices shall be of a political or controversial nature, nor to reflect on the Board or its employees.

Section 14.2 - EHCMA Functions

All delegates so designated by the EHCMA to attend EHCMA affairs shall be allowed time off without pay to attend such affairs provided proper notification is given. Employees shall be represented by the EHCMA President and two (2) stewards. There shall be a limitation of one (1) employee per building.

Section 14.3 - Assault

Any case of job-related assault upon an employee shall be promptly reported to the employee's immediate supervisor. The Board may contact its insurance carrier and determine whether the employee is entitled to necessary assistance in connection with handling of the incident by law enforcement and judicial authorities.

If any employee is complained against or sued by reason of action taken by the employee in a job-related function during the working day, to the extent afforded under the District's insurance policy, the Board will provide legal counsel and render all necessary assistance to the employee in his/her defense provided the employee was performing his/her duties in accordance with Board policies and was not unreasonable.

Section 14.4 - Damage to or Theft of Personal Property

If, in the performance of an employee's duties, without negligence on his/her part, the employee shall suffer damage to or theft of his/her clothing or other personal property, but not including damage to automobiles or loss of money and not more than $100.00 per year, the Board may contact its insurance carrier regarding the matter. The Board may require subrogation, assignment, and full cooperation by such employee in seeking recovery from any party responsible for said loss.

Section 14.5 - Identification

Employees must wear school-issued identification badges that are clearly visible to all stakeholders (students, staff, families, community) at all times while working on behalf of the District.

ARTICLE XV - CONDITIONS OF AGREEMENT

In the event that any portion of this Agreement shall become invalid by reason of a change in any applicable statute, enactment of a new statute, or a decision of any court of competent jurisdiction, that portion of the Agreement shall become invalid, but other portions of the Agreement shall remain in full force and effect.

ARTICLE XVI - TERMINATION OF AGREEMENT

Section 16.1 - Effective/Termination Dates

The terms and conditions of this Agreement shall become effective 12:01 a.m. July 1, 2026 or once ratified by both parties (whichever is later) and shall continue in effect through June 30, 2029.

Section 16.2 - Notices

Any notice to be given under this Agreement shall be given by certified mail and, if by the Board, be addressed to the EHCMA; and if by the EHCMA, to the Board of Education Offices, 303 Pine St., Essexville, Michigan 48732. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

Section 16.3 - Local Financial Stability and Choice Act

If a financial manager is appointed by the State of Michigan under the Local Financial Stability and Choice Act, MCL 141. 1541, et seq., the emergency manager may reject, modify, or terminate this Agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act.

Section 16.4 - No Step or Wage Increases

Upon expiration of this Agreement, there shall be no step advancement or wage increases until a successor agreement is ratified.

SCHEDULE "A"

Wage Rate and Classifications

	3-Year (2026-2027, 2027-2028, 2028-2029)
Step 1	$15.32
Step 2	$15.73
Step 3	$16.15
Step 4	$16.57
Step 5	$17.01
Step 6	$17.46
Step 7	$17.92
Step 8	$18.40
Step 9	$18.88
Step 10	$19.34
Step 11	$19.83
Step 12	$20.31
Step 13	$20.68
Step 14	$21.70
Step 15	$22.79

Comp Time

A. Should comp time be offered to an employee, it will be administered in accordance with all state and federal laws.

B. When the district and/or schools must close for students due to weather and custodians are still required to work, custodians will earn up to three (3) comp days in a given year (July 1 — June 30). A comp day will be earned only under the following circumstances: the employee must have been working with the district at the time of the closing, school must be closed due to weather, the custodian must work the full tour of duty on this day, and as a result a .5 day (4-hours) of comp time will be earned up to 3 days maximum. These days may be used if requested and approved three (3) business days prior to the day off. Management must ensure that appropriate staffing levels take place each day to ensure orderly and safe operations of the district prior to approving comp day leave. Additionally, students must not be in session in order to use a comp time. Unused days hold no financial value, will not be paid out in any way, and will not roll over from year to year.

Holidays

A. Employees shall receive eight (8) hours pay at their regular straight time hourly rate for each of the following holidays:

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Friday after Thanksgiving Day	Martin Luther King, Jr. Day
Day before Christmas	Good Friday
Christmas Day	Memorial Day
	Fourth of July

B. Double time and a half shall be paid for all work performed on the above-mentioned holidays (i.e., holiday pay plus time and a half).

C. Employees who are absent from work due to a personal day or sick leave prior to and/or following a holiday will not receive pay for the holiday. Employees who are on a previously scheduled paid vacation prior to and/or following a holiday will, if otherwise qualified, will be paid for the holiday.

Vacations

A. Paid vacation days for employees are as listed below:

Employees hired between July 1 and December 31 will be considered first year employees (5 vacation days). Employees hired between January 1 and June 30 will be considered first year employees on July 1 following their hire date (0 vacation days).

Years of Employment	Paid Vacation Days
1-2	5
3-5	10
6-9	15
10+	20

All vacation is front loaded on July 1st of each fiscal year. The prorating of vacation days for new employees hired after July 1 will be calculated based on the first day of employment. Any employee, who resigns, retires, or is terminated before the end of the school year (June 30th) will have his/her vacation/sick days recalculated and prorated based on the days worked for the current fiscal year. This proration of vacation time may result in a payout of unused vacation days or a deduction if more days were used than earned during the current year. The deduction, if necessary, will be taken on the final payroll check.

B. At the end of the eighth (8th) year of employment, the employee may be paid for one (1) week vacation in lieu of taking the vacation at the option of the employee. This request must be made by June 1 of the given year of being requested. No exceptions will be made.

C. At the end of sixteen (16) years of employment, the employee may be paid for two (2) weeks' vacation in lieu of taking the vacation, if desired, at the option of the employee. This request must be made by June 1 of the given year of being requested. No exceptions will be made.

D. Employees shall be permitted to choose either a split or continuous vacation if it is between June 1st and Labor Day or during the school year by special request. When possible, the employee shall have the right to choose the time of his/her vacation. If there are more requests for a certain period than can be allowed, senior employees shall have preference. Notice of employees' preference will be given to the Board sixty (60) days in advance.

Insurance

The employee's cost shall be subject to payroll deduction. Employees regularly scheduled to work at least thirty (30) hours per week, for at least six (6) consecutive weeks, will be eligible to enroll in the District-sponsored insurance plans.

All eligible employees who are not currently covered by another medical program shall be entitled to enroll for health insurance coverage in accordance with the applicable hard caps pursuant to Public Act 152 of 2011. Effective upon ratification of the Agreement, the Board's contribution to the employee's medical benefit plan costs shall be no less than $7,942.09 for employees with single person coverage, $16,609.38 for employees with two-person coverage, or $21,660.30 for employees with family coverage.

Effective January 1, 2027, the Employer's contribution to the employee's medical benefit plan costs shall be no less than $8,108.35 annually (or $675.70 per month) for employees with single person coverage, $17,107.66 annually (or $1,425.64 per month) for employees with two-person coverage, or $22,310.11 annually (or $1,859.18 per month) for employees with family coverage. Consistent with PA 152 of 2011 , the "monthly cost" of health insurance shall include fees, assessments, commissions, and taxes which come from the insurance carrier, company agent, Health Insurance Claims Act, or the PPACA, or other costs required to be accounted for under PA 152. If the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. is amended during the term of this Agreement to eliminate the hard cap, the Employer's contribution towards insurance costs will not exceed three percent (3%) over the previous year's contribution.

Effective January 1, 2028, the Employer's contribution to the employee's medical benefit plan costs shall be no less than the hard cap numbers identified by the Michigan Department of Treasury for each coverage category. If the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Is amended during the term of this Agreement to eliminate the hard cap, the Employer's contribution towards insurance costs will not exceed three percent (3%) over the previous year's contribution.

The health insurance cap shall be first applied to medical premiums, the second to any payment, if any, made by the Board during the "medical benefit plan coverage year," toward Board reimbursement of copays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs. The enrolled employee is responsible for all health insurance benefit plan costs in excess of the Board's contribution, which amounts will be deducted from the employee's payroll.

The District will determine full-time status for health insurance eligibility using a look-back measurement period.

The measurement period is twelve (12) months
The administrative period for determining coverage eligibility may be up to ninety (90) days
Employees who average thirty (30) or more hours per week during the measurement period will be treated as full-time for purposes of Affordable Care Act health coverage.

A. An eligible employee may select one of the following for health care:

1. MESSA Choices II ($500/$1000 deductible, MESSA 5 Tier Rx)
2. MESSA ABC Plan 1 with H.S.A. card
3. MESSA ABC Plan 2 with H.S.A. card
4. Eligible employees electing not to carry health insurance with the District will receive cash in lieu in the amount of $175.00 per month on the second pay period of the month. In order to ensure that eligible employees receive cash-in lieu in compliance with the Patient Protection and Affordable Care Act, the following conditions must be met: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

B. Life Insurance (AD&D): The Board will provide $5,000 AD&D (Accidental Death and Dismemberment) coverage for full-time employees.

C. Delta Dental

D. Vision Coverage: VSP3

E. Long Term Disability: MESSA LTD

F. Life Insurance: $20,000 life insurance to be provided to each full-time employee, at no cost to the employee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized, as of the day and date first written above.

ESSEXVILLE-HAMPTON PUBLIC SCHOOLS BOARD OF EDUCATION

By: Paul T Sansburn
Paul Sansburn
Its: President

By: Amanda LaVigne
Amanda LaVigne
Its: Secretary

By:
Davion R. Lewis
Its: Superintendent

Date: 5/11/26

ESSEXVILLE-HAMPTON CUSTODIAL & MAINTENANCE ASSOCIATION

By:
Nickole Werth
Its: President

By: Kelly Werth
Kelly Werth
Its: Vice President

Date: 4-16-26