EDWARDSBURG
PUBLIC SCHOOLS

EDWARDSBURG MAINTENANCE AND CUSTODIAL WORK AGREEMENT

2026-2028

Edwardsburg Public Schools

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This Agreement entered into this 16th day of July 2026 by and between the Board of Education of the Edwardsburg Public Schools, hereinafter referred to as the "Board" and The Maintenance/Custodial Work Group "EMCW".

ARTICLE I – PURPOSE AND INTENT

The general purpose of this Agreement is to set forth wages, hours and working conditions which shall prevail throughout the term of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of employees, the employer, and the EMCW.

ARTICLE II – RECOGNITION

The Board of Education of the Edwardsburg Public Schools recognizes the Maintenance/Custodial Work Group, as the Exclusive Representative of the employees listed under the classifications identified in Appendix A, Wage Provision, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment during the life of this Agreement. Specifically excluded from the bargaining unit are seasonal employees, supervisory personnel, substitute employees and all other employees. Seasonal employees shall be defined as employees hired on a temporary basis for a period of less than 91 consecutive work days of the calendar year. It is further understood and agreed that any seasonal or other non-bargaining unit employees hired by the Board shall be in addition to the full-time positions authorized by the Board.

The Board and the EMCW agree that for the duration of this Agreement, neither shall, in violation of state or federal laws, discriminate against an employee in the application of the provisions of this Agreement because of race, color, creed, sex, nationality or political beliefs. If sex is a bona fide occupational qualification (BFOQ), considering an employee's sex shall not constitute discrimination on the basis of sex in violation of this section.

ARTICLE III – MANAGEMENT RIGHTS

The Board retains the exclusive right, not subject to the grievance procedure, to operate and manage its affairs in all respects except where specifically abridged, delegated or modified by this Agreement – including the right:

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

b) 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, and to promote, transfer, or assign all such employees, and to determine the size of the workforce.

c) To establish reasonable rules and regulations.

The Board shall have full and complete supervision and direction of any and all work performed by its employees and nothing herein contained shall be a limitation upon the powers, rights, authority, duties, and responsibilities of the Board as conferred by the laws and Constitution of the State of Michigan and the United States of America.

ARTICLE IV – WORK HOURS AND SCHEDULES

The normal work day for all full-time maintenance/custodial employees shall consist of eight (8) consecutive hours (exclusive of lunch) and the work week shall consist of forty (40) hours, five (5) consecutive days, Monday through Friday, both days inclusive, except there shall be one (1) specified position which may be scheduled Tuesday through Saturday, inclusive, and one (1) position Sunday through Thursday, inclusive. Such positions are to be filled by a qualified employee volunteer. If no employee volunteers, management will assign the least senior qualified employee.

a) All hours worked on the sixth and seventh consecutive days shall be paid according to Section 2 of this article.

b) Employees working more than seven (7) hours per day shall be assigned two paid fifteen (15) minute breaks during their shift and one thirty (30) minute lunch period. The lunch period shall be unpaid and exclusive of normal work hours. Employees working more than five (5) hours shall be assigned two (2) paid fifteen (15) minute breaks. Employees working more than three (3) hours shall be assigned one (1) paid fifteen (15) minute break.

c) All paid days off provided under this Agreement shall be paid based on the employee's regular hours of work, not to exceed eight (8) hours per day. Full-time maintenance/custodial employees shall receive one (1) Personal Illness/Family Care day for each month worked, not to exceed twelve (12) days per year. Such

leave shall be available for use for the employee's own illness, injury, medical care, or preventive care; for the care of a family member; and for any other reason required under the Michigan Earned Sick Time Act.

To the extent required by the Michigan Earned Sick Time Act, employees shall accrue paid earned sick time at a rate of not less than one (1) hour for every thirty (30) hours worked and shall be permitted to use such time in the amounts and for the purposes required by law. The District may satisfy this requirement through the Personal Illness/Family Care leave provided under this Agreement, provided the leave available to the employee is at least equal to the amount required by law. Nothing in this Agreement shall limit an employee's rights under the Michigan Earned Sick Time Act.

At the inception of full-time employment, any existing Personal Illness/Family Care leave balance shall be prorated based on the employee's current bid hours to equal eight (8) hour days. If the full-time position is relinquished, any existing Personal Illness/Family Care leave balance shall be prorated back to the equivalent number of hours that would have been earned while working solely in the transportation department.

Time and one-half shall be paid for all hours worked in excess of forty (40) hours in any one week. All excess hours must have prior approval of the employee's immediate supervisor.

Overtime shall be offered in order of classification starting with the most senior employees assigned at the building and in the classification in which the overtime arises, provided the employee is qualified to do the work. Should no employee in the classification at the building where the overtime arises accept assignment of the overtime, it will be assigned by the Employer. Overtime shall be offered on a rotation basis within the classification of the building where it arises to assure equalization of the opportunity to work overtime hours, provided the employee is qualified to do the work. Any mistake or error with respect to the rotation and offers of overtime hours shall be corrected by an offer of the next available overtime hours. However, in cases of unknown events or circumstances beyond our control, a sufficient number of qualified personnel from the department may be used interchangeably between buildings for the duration of the event or circumstance without invoking the overtime assignment procedure of this provision.

ARTICLE V - LEAVE OF ABSENCE

If an employee works on any of the below named holidays, they shall be entitled to an additional day off with pay for the holiday.

A. Holidays

Maintenance/Custodial workers shall be paid at their regular hourly rate for the number of hours they would have normally worked on each of the following paid holidays:

July 4	Christmas Eve
Friday before Labor Day	Christmas Day
Labor Day	New Year's Eve
Day before Thanksgiving	New Year's Day
Thanksgiving	½ day Good Friday
Day after Thanksgiving	Memorial Day

To be eligible for holiday pay, an employee must have worked his/her last scheduled day prior to the holiday and his/her first scheduled day following the holiday, unless the employee is absent due to his/her illness. Employees off sick on the holiday, the day before or after may be required by the Board to submit medical proof at the expense of the employee of illness to receive holiday pay.

If a holiday should fall on a Saturday, the Friday before or the last day of the work week may be celebrated in lieu of such holiday. If a holiday should fall on a Sunday, the Monday after or the first day of the work week may be celebrated in lieu of such holiday.

An employee who is called to come in to work during non-working hours after leaving the premises of his/her assigned work location(s) after completing their regular scheduled shift shall be guaranteed a minimum of two (2) hours pay for which two (2) hours of work may be required by the Employer.

B. Personal Day Incentive/Sick Day Sell Back

Each bargaining unit member shall be granted three (3) personal leave days per school year, subject to the terms of this Agreement.

A bargaining unit member who does not use any personal leave days during the school year shall be able to sell back the three personal days for three hundred dollars ($300.00). This

payment is based only on the employee's unused personal leave days and shall not be reduced, denied, or otherwise affected by the employee's use of sick leave, earned sick time, FMLA leave, or any other legally protected leave.

The unused personal leave incentive shall be paid on or before June 30 of the applicable school year. An employee who uses one or more personal leave days during the school year shall not be eligible for the unused personal leave incentive for that school year.

At the conclusion of all staff work days, as outlined in the Edwardsburg Public Schools Board of Education-approved school calendar for the current school year, and prior to June 30, any staff member with a combined accumulated total of more than one hundred forty (140) sick leave and personal leave days may sell back the days in excess of one hundred forty (140), up to a maximum of ten (10) days, at the rate of one hundred dollars ($100) per day.

This provision does not prohibit a staff member from rolling forward one (1) personal leave day, provided the staff member completes and submits the required personal day rollover form prior to the staff member's last work day.

A staff member who elects to sell back unused sick leave and/or personal leave days shall be ineligible for the attendance bonus. Payment for approved sell-back days shall be made on or before June 30 of the applicable year.

C. Vacations

Employees who are employed on a twelve (12) month basis are to be granted vacation time with credit given for each year of completed employment in the school system. A full year shall be considered twelve consecutive months. Personnel shall be paid according to the rate of pay and number of hours per day in effect at the time of the vacation. Vacations shall be granted according to the following schedule:

First Year of Employment	**1 Week (5 Days)**
0-4 months	1 day
5-12 months	½ day per month
Second through Sixth Year of Employment	**2 Weeks (10 Days)**
One day per month to a maximum of 10	
Seventh Through Fourteenth Year of Employment	**3 Weeks (15 Days)**
One and one-half days per month to a maximum of 15	
Fifteenth Year of Employment	**4 Weeks (20 Days)**
Two days per month to a maximum of 20	

Vacation days shall be requested within the same school year earned and shall not accrue from one year to the next.

Vacation requests submitted at least 100 calendar days prior to the proposed vacation shall be granted based upon seniority. Employees shall be notified of approval 95 days before the intended vacation. If there are fewer than 100 calendar days before the requested vacation, vacations shall be approved or denied by the supervisor within five (5) days from the date received. Such requests shall be granted on a first-come, first serve basis.

Employees shall be required to submit to the supervisor a Vacation Request Form at least two (2) weeks prior to the requested vacation. The work requirements of various positions may restrict the times when vacations may be taken. The Board's decision is final in all cases and not subject to the grievance procedure. Under normal conditions, employees shall be allowed to take up to five (5) vacation days per year during times when school is in session. Only one employee at a time may take school session vacation, and only at times which are convenient to the District. Prior approval of school session vacation is required, and shall be granted on a first-come first-serve basis. Prior approval shall not be granted if less than two (2) weeks prior notice is given. If a daytime employee takes school session vacation, one of the building night time employees must cover the daytime shift in order for the request to be approved.

Unused vacation will be granted to employees leaving the employ of the school system only if the employee submits his/her resignation at least two (2) weeks prior to its effective date and the employee has not engaged in any misconduct prompting his/her resignation.

In the event an employee is on sick leave for at least five (5) consecutive days, and has exhausted his/her sick leave credit, he/she may utilize any accumulated vacation time during the period he/she is unable to work due to illness.

D. Sick Leave

Employees shall earn sick leave at the rate of one (1) day per month of active employment cumulative to one hundred fifty (150) days. To the extent required by the Michigan Earned Sick Time Act, employees shall accrue paid earned sick time at a rate of not less than one (1) hour for every thirty (30) hours worked and shall be permitted to use such time for all purposes and under all conditions required by law. If the sick leave provided under this Agreement is less than the amount required by law, the District shall provide the additional paid earned sick time necessary to comply with applicable law. A staff member may use available paid sick leave for any purpose permitted by this Agreement, the Michigan Earned Sick Time Act, the Family and Medical Leave Act, or other applicable law. Where laws or contractual provisions overlap, the employee shall receive the greater right or protection required by law or this Agreement.

Sick leave may be used for the employee's own mental or physical illness, injury, health condition, medical diagnosis, care, treatment, recovery, or preventive medical care. Sick leave may also be used to care for a family member for the same types of needs.

Sick leave may also be used for other legally protected reasons, including, but not limited to, absences related to domestic violence, a child's school or place-of-care meeting related to health, disability, and any qualifying leave required by the FMLA, including leave for a serious health condition, birth or bonding, adoption or foster placement, qualifying military exigency, or military caregiver leave.

For purposes of this section, "family member" shall include the employee's child, spouse, parent, grandparent, grandchild, sibling, in-laws of like relation, and any other person required to be treated as a family member under ESTA, the FMLA, or other applicable law.

When leave qualifies under the FMLA, the District shall administer the leave consistent with the FMLA, including applicable eligibility, notice, certification, benefit continuation, job restoration, and designation requirements.

The Board of Education may require reasonable documentation or certification only as permitted by applicable law.

Employees must enter any absence into the automated Red Rover system on or before the day the absence occurs. Failure to do so may result in disciplinary action. For absences covered by the Michigan Earned Sick Time Act, the Employer may require reasonable documentation only when an employee uses earned sick time for more than three (3) consecutive days, or as otherwise permitted by law. Documentation shall be limited to confirming that the earned sick time was used for a reason permitted by law and shall not require disclosure of specific medical details, diagnosis, or other confidential information. The employee shall provide such documentation within the time permitted by law. The Employer shall not delay or deny the use of earned sick time while awaiting documentation and shall reimburse the employee for any out-of-pocket costs incurred in obtaining Employer-required documentation.

Nothing in this section limits the Employer's ability to require a return-to-work certification, fitness-for-duty certification, or medical examination when permitted or required by law. If the Employer requires a specific medical certification or examination beyond documentation required under the Michigan Earned Sick Time Act, the cost of such certification or examination shall be paid or reimbursed by the Employer.

Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action or discharge depending upon the circumstances involved.

If an employee who works less than forty (40) hours per week obtains a forty (40) hour per week position, his/her accumulated sick leave while in the less than forty (40) hour position will be recalculated based on new scheduled hours when calculating cumulative sick leave in the forty (40) hour position.

E. Bereavement Leave

In the event there is a death of a member of an employee's immediate family, (spouse, child, foster child parent, sibling, grandparents and grandchildren of the employee or the employee's present spouse) the employee will be allowed upon request up to three (3) days off with pay for the purpose of attending the funeral. Such leave if requested shall be taken immediately and shall not accrue or accumulate. Additional days may be allowed at the discretion of the Superintendent.

One (1) day will be allowed when requested for each death of relatives outside the immediate family and friends for the purpose of attending the service. Additional days may be allowed upon request to the Superintendent of Schools.

F. Military Leave

The right to re-employment with all prior accumulated rights and benefits shall be according to law for any employee who is required to serve in the United States Military or its Reserve components.

Whenever employees who are members of the National Guard or a military reserve unit are called to active duty, they shall be entitled to an unpaid leave of absence for such time as they are engaged in active defense training.

Employees who have been required to serve in the Armed Services of the United States, under military leave from the employer shall upon re-employment be given credit for time spent in the Armed Services, the same as though the time spent in the military services had been spent in the employment of the school providing that such employee has received an honorable separation from the Armed Services.

G. Child Care Leave

An unpaid child care leave shall be granted to an employee upon request for the purpose of the care of the employee's newborn or newly adopted child, for a period not to exceed one (1) year from the date of birth or adoption.

The employee requesting leave shall notify the Superintendent's Office, in writing, at least thirty (30) days prior to the expected date the leave is to commence.

H. Personal Business Leave

It is understood that there may be personal conditions and circumstances that may require absenteeism for other reasons than mentioned heretofore. The Board and EMCW agree that three (3) personal business days shall be granted each school year. If the employee chooses to do so, one (1) personal day may be retained for the following school year, allowing for an employee to have a maximum of four (4) personal days for one year. Personal day usage cannot exceed three (3) consecutive days per school year. Unused personal business days shall be added to the employee's unused accumulated sick leave. These days shall not be deducted from sick leave and may be used under the following conditions:

a) The specific reason for use of the personal leave need not be disclosed with the request, but use of personal leave must comply with the requirements of the contract for personal leave usage.

b) Employees shall submit their request on the application form provided by the Board at least five (5) days in advance of the anticipated absence, except in case of emergency, with general reasons stated for the leave, for approval by the Superintendent or his/her designated representative. The employer will notify the employee in writing within seventy-two (72) hours of the approval or non-approval of the request. While students are in session it is agreed that there shall not be more than two (2) employees from maintenance/custodial on such leave on any given day, except in case of emergency. In the case of emergency approval, the employee must give the reason for the absence to the Superintendent. In this case, the decision of the Superintendent shall be final and not subject to the grievance procedure.

c) It is further understood that such leave shall not be granted for the first working days before or after a vacation day, holiday or break period during which the employee is not scheduled to work. A break period shall be defined as two (2) or more consecutive days without students in session (e.g., Monday-Tuesday; Friday-Monday, etc.).

I. Jury Duty

An employee who is called for jury duty or who is subpoenaed to give testimony before any legal, judicial or administrative tribunal as a witness in a matter in which neither the EMCW, an employee or the Employer is a party shall be compensated for the difference between their normal salary and that which they receive for performance of such duty, less reimbursed expenses and travel allowance. An employee subpoenaed by the Employer to give testimony before any legal, judicial or administrative tribunal as a witness shall be compensated under the same terms.

J. Retirement Severance

An employee of the group who has at least ten (10) years of service in the bargaining group and who retires under the Michigan Public School Employees' Reimbursement System shall receive upon retirement, thirty dollars ($30.00) per day for the first 60 days of unused sick leave and fifty dollars ($50.00) per day for any days above sixty, up to the maximum of 150 allowable sick days.

1) The retirement incentive will be paid out as part of the last pay in June, unless the employee retires during the school year, in which case it will be paid two weeks following the employee's final pay.
2) This benefit shall not be available for an employee who retires under threat of discharge for just cause.

An employee of the group who has had at least ten (10) years of service in the group and who leaves the district at the conclusion of an academic year shall receive upon notice and conclusion of the year, pay at the rate of $30.00 per day for the accumulated sick leave in excess of 60 days.

K. FMLA Leave

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for qualifying family and medical reasons and requires continuation of their group health benefits under the same terms and conditions as if the employee had not taken leave.

For eligible employees, up to 12 workweeks of leave in a 12-month period for any of the following qualifying reasons:

- The birth of a child and to care for the newborn child within one year of birth,
- The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement,
- To care for the employee's spouse, child, or parent who has a serious health condition,
- A serious health condition that makes the employee unable to perform the functions of his or her job, and

- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty or call to covered active duty status.
- An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness may take up to 26 workweeks of leave during a single 12-month period to care for the servicemember.

Eligible employees may use FMLA leave intermittently or on a reduced schedule when medically necessary and for qualifying exigencies. An employee also may use FMLA leave intermittently or on a reduced leave schedule for bonding with a newborn or newly placed child when the employer and employee agree.

Employees are eligible if they:

- Work for a covered employer for at least 12 months,
- Have at least 1,250 hours of service with the employer during the 12 months before their FMLA leave starts, and
- Works at a location where the employer has at least 50 employees within 75 miles.

If the employee fails to return from unpaid leave during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Employer unless the employee was otherwise entitled to the continuation of the benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the employee and the Employer. The repayment amount, or any portion thereof, will be deducted from any wage or other payments owing to the employee. Any deficiency shall be collected by initiating legal action against the employee if it is not remitted within fifteen (15) days after demand for payment is made.

L. Other Unpaid Leaves Of Absence

Upon written request to his/her supervisor, an unpaid leave of absence not to exceed thirty, (30) work days may be granted for personal reasons. Such leaves of absence shall not be extended; sick leave and vacation time shall not accumulate during such leave. Seniority and fringe benefits will continue. The Board's decision on such requests for leave shall be final and not subject to the grievance procedure.

An Employee who has been employed by the Board for at least six (6) months may request an unpaid leave of absence to attend or participate in unique life changing events and activities, scheduled beyond the control of the employee. Leaves of absence for such unique events and activities shall not be available more frequently than once every five (5) years. Such leaves shall be without pay; however, an employee may use available personal days, even if immediately preceding or following a vacation period or holiday.

The Employee shall pay through payroll deduction the per diem cost of insurance benefits while on unpaid leave if the leave exceeds five (5) work days.

M. Miscellaneous Leave Provision

Unless otherwise required by law, if a leave exceeds six (6) months, the Board shall have the right to hire a replacement. Unless otherwise required by law, an employee returning from a leave which exceeds six (6) months shall be limited to recall rights as delineated in Article VIII.

ARTICLE VI – WAGE PROVISIONS

Employees shall be paid every two weeks for approved hours worked within a designated pay period. All time cards certifying time worked shall be signed by the employee and approved by the employee's immediate supervisor. Employees in the classifications listed shall be paid according to Appendix A.

A. Longevity

In recognition of years of service, a regular maintenance/custodian worker as defined in the group agreement, shall every (5) five years be paid the sum of $100.00 per year of service with the employer. Years of service shall be calculated from the workers' seniority date as a regular maintenance/custodial worker. Payment will be included in the last paycheck of the school year following their anniversary date so long as the worker is still actively employed. Payment schedule will be as follows: five (5) years of service $500.00, ten (10) years of service $1,000.00 and so forth.

ARTICLE VII – SENIORITY

An employee shall accumulate seniority in the bargaining unit, in the department and in the job classification in which the employee works in accordance with the time worked in the bargaining unit, department and job classification from the employee's date of hire. Department and job classification seniority is not cumulative and may be exercised only within the respective department or job classification in which it is accumulated. Movement from one department or job classification to another shall result in the employee beginning seniority in the new department or classification as of the effective date of the transfer. Seniority previously accumulated in another department or classification shall not carry over to the new position but shall be retained and restored if the employee returns to the previous department or classification, provided there has been no break in the employee's continuous employment within the bargaining unit. There will be a full time and part time seniority list assembled.

Seniority departments and job classifications in rank order within each department shall be as follows:

CUSTODIAL/MAINTENANCE DEPARTMENT

1. Maintenance
2. Custodian I (Lead Custodian)
3. Custodian II (Evening)

New employees shall be probationary employees until they have worked one hundred twenty (120) work days for the Board. Probationary employees shall have no seniority status and may be laid off or terminated at the sole discretion of the Board without regard to length of service. Upon satisfactory completion of the probationary period, the employee's name shall appear on the seniority list as of his/her most recent date of hire. The employer agrees to provide to the EMCW an excel spreadsheet containing the following information for each employee in the bargaining group unit: employee's home address, phone number, hire date, work location, classification, full time or part time status and hourly wage. The employer shall provide separate lists for the following:

a) Full Time
b) Part Time and Shared time (crossover)

Employees shall have ten (10) days to object to the list. Thereafter, the list shall be final and conclusive. The seniority list shall be posted by October 30 each year.

When a seniority list is initially prepared or thereafter revised, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list in alphabetical order by last name.

ARTICLE VIII – VACANCIES, LAYOFFS AND RECALLS

When the need arises to fill a vacancy, the Board shall notify the EMCW of such vacancy in writing and shall post notices of such vacancy on work station bulletin boards and at the same time such vacancy may be posted to public job boards, for a period of five (5) working days. Vacancies which occur during the summer in school year positions shall be posted for five (5) working days. For purposes of this section, the term "work days" shall be defined as days the Board's central office is open for business. The posting shall include hours of work, rate of pay,

starting date, location of work, if tests are to be administered and the deadline for applying for the position. Tests required shall be determined by the employer. Employees desiring to be considered for such vacancy shall notify their supervisor in writing during the five (5) working day period. Vacancies will be awarded on the basis of qualifications and seniority.

A vacancy shall be awarded first to an employee applicant from the classification of the vacancy with the most seniority in that classification, who meets the qualifications for the position. If there is no qualified employee applicant from the classification in which the vacancy arises, the vacancy shall be awarded to the employee applicant with the most seniority in the department in which the vacancy arises, who meets the qualifications for the position. If there is no qualified employee from the department for the position, the vacancy will be filled by the employer with the applicant the employer decides to hire.

Once an employee's request for transfer or promotion is approved, the employee shall perform in the new position for a minimum of sixty (60) calendar days. If the employee is absent during this sixty (60) calendar day period, it shall be extended by the number of days the employee is absent. If the employee's performance during the aforementioned period is satisfactory, he/she shall be permanently assigned to the position and be placed on the salary schedule of the classification according to his/her department seniority.

1) In the event the employee's service is not satisfactory, he/she shall be placed in the position held prior to the transfer or promotion.
2) In the event the employee does not wish to accept permanent transfer or promotion, he/she shall be assigned the position occupied by the most recently hired employee resulting from the original transfer or promotion at the rate of pay in effect for that classification according to his/her department seniority.

Three (3) successive vacancies resulting from the transfer or promotion of employees shall be posted and filled in accordance with this Article. The fourth resulting vacancy shall be filled at the discretion of the Board.

When the Board determines it is necessary to reduce the size of the workforce, employees shall be reduced in order of the least seniority within the classification being reduced, provided there are more senior employees within the classification remaining who possess the qualifications to perform the position(s) available. An employee who is laid off from classification being reduced, will be retained in an available position in a lower ranked classification within the department for which he/she is qualified, on the basis of the employee's accumulated seniority in the department. If there is no available position in a lower ranked classification within the department for which the employee is qualified and eligible by department seniority, the employee will be retained in an available position in a classification in another department in which the employee has accumulated department and classification seniority, if he/she is

qualified for the position and more senior than those employees assigned, on the basis of his/her previously accumulated department and classification seniority. Employees who are displaced from a classification because of a reduction of another classification shall be retained in available positions according to the same procedure.

Employees who have satisfactorily completed the probationary period and who are laid off shall be recalled to the next available vacancy in the classification from which they were laid off or in which they may exercise their accumulated seniority, which may arise within a period equal to the length of his or her seniority from the effective date of their layoff not to exceed three (3) years. An employee who is recalled must communicate acceptance in writing within fifteen (15) days from the date notice of recall is sent and begin work on the designated date to return. Failure to do so will result in loss of seniority and any right to recall. Notice shall be sent to the last address on file with the Employer. It is the responsibility of the employee to provide the Employer with notification of any change in address.

In the event a Maintenance/Custodian is assigned to work in a position temporarily vacated by another Maintenance/Custodian for a period of five (5) or more consecutive work days, he/she shall be placed on the salary schedule of the new classification according to his/her unit-wide seniority. It is understood that the promotion is temporary pending:

1) The return of the absent Maintenance/Custodian or
2) The position is declared permanently vacant and subsequently posted according to Article VIII.

As maintenance needs vary, the Employer has the discretion to adjust affected employees accordingly, within the department, as needed and not involving reductions in hours worked.

The employer shall provide notice of reasonable assurance of employment prior to summer breaks if the employee is not slated for layoff. If an employee receives unemployment compensation during a regular school break, but is returned at the conclusion of that break to his/her former position or another position involving the same number of hours per week, the employee shall reimburse the district an amount equal to the unemployment compensation received. If the employee refuses to make reimbursement on a payment schedule satisfactory to the district, the district shall have the right to recoup the unemployment compensation received by the employee by making deductions from future compensation.

ARTICLE IX – EMPLOYEE COMPLAINT PROCEDURE

A complaint shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms and conditions of this Agreement.

Employees are encouraged to resolve concerns informally with their immediate supervisor whenever possible. No employee shall be subject to retaliation for filing a complaint in good faith under this procedure.

Step 1 – Informal Discussion

An employee who has a complaint shall first discuss the matter with the employee's immediate supervisor within five (5) working days of the occurrence or within five (5) working days of when the employee reasonably became aware of the facts giving rise to the complaint. The supervisor shall review the matter and respond within five (5) working days.

Step 2 – Written Complaint

If the complaint is not resolved at Step 1, the employee may submit the complaint in writing to the immediate supervisor within five (5) working days after receiving the Step 1 response. The written complaint must state the facts upon which it is based, identify the specific section of the Agreement allegedly violated, state the requested remedy, and be signed by the employee. The supervisor shall provide a written response within five (5) working days after receipt of the written complaint.

Step 3 – Superintendent Review

If the complaint is not resolved at Step 2, the employee may appeal the matter in writing to the Superintendent or designee within five (5) working days after receiving the Step 2 response. The Superintendent or designee shall meet with the employee within ten (10) working days, unless the timeline is extended by mutual agreement. The Superintendent or designee shall provide a written response within ten (10) working days after the meeting.

ARTICLE X – DISCIPLINARY ACTION AND DISCHARGE

Probationary employees may be dismissed with or without just cause. Employees who have completed their probationary period shall be disciplined or discharged for just cause only.

The Employer acknowledges the concept of progressive discipline. The EMCW acknowledges that discipline need not be progressive in nature so long as the punishment is appropriate for the offense. Disciplinary action shall include the following:

1. Verbal warning
2. Written warning
3. Discharge

Verbal and written warnings shall not be considered in the assessment of discipline if issued more than two (2) years previous and the misconduct has not reoccurred since.

ARTICLE XI – OTHER CONDITIONS OF EMPLOYMENT

Except for purposes of the Patient Protection and Affordable Care Act (PPACA), for the purpose of this Agreement, "full time" shall be defined as those personnel assigned to work thirty (30) hours per week as outlined in Article IV, Section 1. "Part-time" shall be defined as those employees assigned to less than eight (8) hours per day and forty (40) hours per week. "School Year" shall be defined as those employees who work less than fifty-two (52) weeks per year and whose work year is the same or approximately the same as the regular academic year for students.

The Board will cooperate with the EMCW in investigating health and safety conditions and will carefully consider any recommendations made by the EMCW thereto. The EMCW will cooperate in assisting and maintaining the Board's rules regarding health and safety.

For the protection of the students, the employee and the Board, a physical examination is required for employment. Cost of the examination will be paid by the Board. The examining physician will be selected or designated by the Board. All potential new hires will be required to have a fingerprint background check completed prior to formally being hired.

A. School Closings/Snow Days

In the event schools are closed due to inclement weather or other acts of God, and employees are instructed by their immediate supervisor not to report to work, employees shall be paid for the hours they normally would have worked, not to exceed six (6) days per school year.

This provision is intended to align with the State of Michigan's automatic forgiveness of up to six (6) closure days and to ensure employees are not penalized for missed workdays outside of their control.

If the District receives an approved State waiver for additional forgiven closure days, any personal or sick days used by an employee for those waived days shall be restored.

If closure days beyond the six (6) automatically forgiven days are not waived and are instead made up at the end of the school year, employees who were scheduled to work on the original closure days shall work the corresponding make-up days to complete their contract obligation.

If a closure occurs on a day the employee was not scheduled to work, the employee shall not receive pay or leave restoration for that day.

Maintenance and daytime custodial that must report for snow removal, will be paid the double time rate for snow removal only. Time must be noted on the time card. Evening staff may be required to report on snow days if directed by the Director of Facilities.

It is understood that essential employees, defined as maintenance/custodial personnel, shall be expected to work in order to be paid, unless notified by their supervisor not to report to work, in which case they shall then be paid for the hours normally worked.

On days where scheduled student instruction is delayed instead of cancelled, those employees whose work hours are shortened because of the delay shall not suffer a loss in pay for the work day as originally scheduled.

Employees are required to submit their absences in our RedRover program. If an absence is not entered into the RedRover system you will not be paid for this absence time.

Uniforms: The Employer shall provide five (5) shirts for all Maintenance/Custodial employees per year. It shall be the responsibility of the employee to keep them maintained and laundered. A clean and professional appearance shall be expected at all times while on the job. Maintenance/Custodial employees shall be allowed to wear knee length shorts beginning after the last student day of each school year or when the temperature/feels like temperature is above 85 degrees.

Training Pay: Employees who attend training classes or seminars required by the District or by the State of Michigan will be paid their hourly rate for the actual hours in attendance at the classes or seminars. Employees attending such classes or seminars may be provided the use of a

district vehicle. In the event that a vehicle is not available, the employee shall be eligible for reimbursement of mileage expenses in accordance with District policy and guidelines.

Alcohol or a Controlled Substance: While at work or at a work related function or being at work or work-related function while under the influence of alcohol or a controlled substance is prohibited and constitutes just cause for discipline. The Board and its administrators shall have the right to require an employee who is suspected of being under the influence of alcohol or a controlled substance to undergo testing. The determination that there is reasonable suspicion that an employee is under the influence must be made by an administrator who has undergone the District's alcohol and drug identification training.

The administrator shall document in writing at the time of the incident the factor(s) causing him/her to conclude there was reasonable suspicion that the employee was under the influence. The drug or alcohol testing shall be conducted in accordance with recognized procedures. The refusal to undergo testing as directed by the administrator shall constitute just cause for discharge. "Under the influence" means an amount higher than those levels allowed by the Department of Transportation standards for commercial driver's licenses.

Personal Use of Cellphone While at Work: Employees may carry personal wireless devices with them while at work including while operating equipment, but are subject to the following restrictions:

1) Excessive use of a cellphone for personal business during work hours is considered outside the employees scope of employment and may result in disciplinary action.
2) Employees are personally and solely responsible for the care and security of their personal cellphones. The Board assumes no responsibility for theft, loss, damage, or vandalism to cellphones brought onto its property, or the unauthorized use of such devices.

At no time may any wireless device be utilized by an employee in a way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed or intimidated or in any manner that violates a reasonable expectation of privacy of another.

ARTICLE XII – SEVERABILITY

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid upon written request by

either party hereto, the Board and the EMCW shall enter into bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of bargaining, therefore, the Board and the EMCW for the life of this Agreement, each voluntarily waives the right to bargain with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. However, by mutual agreement between the parties, negotiations may be reopened for the purpose of dealing with an issue not otherwise covered by this Agreement.

ARTICLE XIII - EVALUATION

It is understood that the purpose of employees' evaluations is to recognize, document and improve employee performance. Such evaluations will include areas of strength and weakness, and provide suggestions for improvement. Evaluations themselves are not subject to the grievance procedure, and likewise shall not be used for disciplinary purposes. Any disciplinary action for an employee will follow the requirements of this Agreement. In signing an evaluation, the employee is merely acknowledging receipt and not necessarily concurrence with the evaluation. The employee shall have the right to attach a statement to each evaluation.

ARTICLE XIV - TRANSFERS

The Board shall have the right to involuntarily transfer an employee at its discretion for good cause shown. If the transfer is due to a personality conflict, the employee with the lower seniority shall be transferred. In the event an involuntary transfer would otherwise result in a lower hourly rate of pay, the Board may adjust the employee's hourly rate to maintain the employee's current rate of pay.

ARTICLE XV – DURATION

This Agreement shall cover the period commencing July 1, 2026 (or upon ratification, whichever is later) and ending June 30, 2028.

In any event both parties, by mutual consent, agree to amend this Agreement, or any part thereof, such agreement shall be made in writing, specifying the articles to be re-negotiated.

Edwardsburg Maintenance and Custodial Employee Group	Board of Education
EMCW Representative	President

Date: July 16, 2026

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APPENDIX A - WAGES AND FRINGE BENEFITS

The Board of Education will pay the mandatory employer retirement contribution to the Michigan Public School Employees System for each employee, as required by law.

Insurance: Within the confines of the following subsections listed below, the Board of Education agrees to furnish Patient Protection and Affordable Care Act ("PPACA") compliant health insurance coverage for all full time employees (for purposes of insurance coverage, those working at least an average of 30 hours per week as defined by the PPACA, both full year and school year) in the bargaining unit provided that said employee is not covered under another employee's Board funded health insurance coverage, as noted more fully below.

Full year employees, excepting night shift custodians, who work an average of thirty (30) hours a week shall be eligible for Board partially funded single, two-person, or full family health insurance coverage in accordance with their status (i.e., single, two person coverage, or full family). Those whose normal assignment is night shift custodian shall receive Board partially funded single coverage only, but may purchase two-person or full family coverage for their dependents and shall pay the difference between the single rate and the two-person or full family health insurance coverage rate in addition to the employee's share of the single health insurance coverage rate as delineated below.

Other full time employees who work an average of between thirty (30) and thirty nine (39) hours per week shall be eligible for Board partially funded single health insurance coverage only, but may purchase two-person or full family health insurance coverage in accordance with their status (i.e., single, two person coverage, or full family). A full time employee who works an average of between thirty (30) and thirty nine (39) hours per week who purchases two-person or full family health insurance coverage shall pay the difference between the single rate and the two person or full family health insurance coverage rate in addition to the employee's share of the single health insurance coverage rate as delineated below.

Employees shall contribute twenty percent (20%) of the cost of the applicable insurance premium coverage, as well as twenty percent (20%) of the cost of any Board reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, any associated taxes or fees, and the employee's prorated portion of any cash-in-lieu or stipend payments made by the District if required by Public Act 152 of 2011 ("PA 152").

a) Life insurance will be provided for full year full-time employees who are not covered by the Health Insurance Plan. This insurance shall not exceed $10,000 of term life.

b) The Board of Education shall provide a dental plan for all full year full-time employees.

c) The Board of Education shall provide a vision plan for all full year and school year full-time employees.

d) The Board shall provide $95.00 cash-in-lieu per month to full time full year employees not electing health insurance coverage, through a Section 125 Plan. MESSA or MEFSA or MEBS options may be authorized for payroll deduction if made available from the provider and compliant with the IRS Code, PA 152, and the PPACA. All employees as a condition to receiving cash-in-lieu must first provide documentation that they otherwise receive health insurance that meets the value and coverage requirements of the Affordable Care Act.

e) The Board of Education shall provide $55.00 cash-in-lieu per month to full time school year employees not electing the health insurance coverage, through a Section 125 Plan. MESSA, MEFSA, or MEBS options may be authorized for payroll deduction, if made available from the provider and compliant with the IRS Code, PA 152, and the PPACA. All employees as a condition to receiving cash-in-lieu must first provide documentation that they otherwise receive health insurance that meets the value and coverage requirements of the Affordable Care Act.

f) The Board shall not be responsible for health insurance coverage for any time the employee is not actually enrolled for coverage by the carrier.

g) The plan(s) chosen by the Board shall conform to all requirements of the PPACA, IRS Code, and PA 152; including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments necessary, including to the plan(s) or percentages, to fully comply with the PPACA, IRS Code, and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.

h) Any employee contributions, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual employee. To the extent allowable by law, the employee may sign

an agreement authorizing that any such amounts be payroll deducted through the Board's Section 125 Plan. The EMCW and employees specifically acknowledge that any portion attributable to the employee's cash-in-lieu payment responsibility is not eligible under the Board's Section 125 Plan. If making direct payment, the employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make deduction of any amounts due from the employee's wages, and shall be held harmless from any liability arising from the deduction.

i) Employees who are covered under another employee's Board funded insurance must take such insurance, and shall not be eligible for Board provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's Board funded insurance, but have dependents of their own. Those individuals may take the Board funded insurance. During open enrollment, employees electing health care coverage will sign a statement that they are complying with this paragraph.

j) Unless otherwise noted within this Agreement, or as required by law, Association Members on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of health care premiums for those days.

k) Those Employees eligible for life insurance are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the employee must make application to the life insurance carrier within 31 days of any termination of their employment status.

l) To the extent permitted by law and/or insurer's policies, Board paid insurance premium contributions shall continue as long as the employee is in a pay status, but terminate at the end of the month during which the employee ceases to be in a pay status, except as is otherwise provided herein or by law. Employees may continue the coverage at their own expense to the extent permitted by law.

m) The Board shall not be required to remit premiums for any insurance coverages on behalf of an employee if enrollment or coverage is denied by the insurance underwriter, carrier, policy holder or third-party administrator.

n) The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling

as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it.

o) Changes in family status shall be reported by the employee to the Board within thirty (30) days of such change. The employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph.

p) Unless otherwise delineated by law or the terms of the policy then in effect, eligible employees shall receive insurance as of the 1st calendar day of their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions.

q) The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year.

Employees in Maintenance/Custodian I (Lead Custodian) positions assigned to work at the high school, middle school or elementary school buildings during the day shift will be paid an additional premium as noted below. Lead Custodians must have mechanical, electrical, and plumbing skills. Lead Custodians shall be responsible for funneling and transmitting information to the night shift, inspecting cleanliness of the building at the start of the shift, and communicating shortcomings to the night shift. Lead Custodians must have the ability to interact professionally with students, staff, and administrators. Those holding day shift positions on July 1, 2013, shall be grandfathered.

WAGES

The Board of Education will pay the mandatory employer retirement contribution to the Michigan Public School Employees System for each employee as required by law.

	3% Increase 2026-2027	1% Increase* 2027-2028
Maintenance		
Year 0-1	$20.16	$20.36
Year 1-4	$20.93	$21.14
Year 5-9	$21.86	$22.08
Year 10 and up	$22.54	$22.77
Custodian (Class I) Day Shift (includes lead premium)		
Year 0-1	$18.57	$18.76
Year 1-2	$19.94	$20.14
Year 3-4	$20.42	$20.62
Year 5-9	$20.74	$20.95
Year 10 and up	$21.37	$21.58
Custodian (Class II) Evening Shift		
Year 0-1	$18.04	$18.22
Year 1-2	$19.57	$19.77
Year 3-4	$19.89	$20.09
Year 5-9	$20.21	$20.41
Year 10 and up	$20.85	$21.06

*During the term of this Agreement, either party may request to reopen negotiations solely regarding base wages for the 2027-2028 school year if one or more of the following occurs: the Board ratifies a collective bargaining agreement with another District bargaining unit that provides a greater across-the-board percentage increase to base wages for the same contract year; the District's audited unrestricted general fund balance exceeds 20% of total general fund expenditures; the District experiences a material increase in unrestricted operating revenue due to enrollment growth, state aid, or other recurring revenue sources.

A request to reopen must be made in writing. The parties shall meet within thirty calendar days of the request.

This reopener is limited to base wages only and shall not reopen any other provision of this Agreement. This section does not create an automatic wage increase. No wage adjustment shall be effective unless approved by the Board of Education.