PROFESSIONAL AGREEMENT

Between

Administrative Assistant Association

and

Board of Education

July 1, 2025 – June 30, 2027

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AGREEMENT

This Agreement made and entered into by and between Linden Community School District, hereinafter referred to as the "Employer" or the "Board," and the Linden Community School District Administrative Assistant Association, hereinafter referred to as the "Association."

PREAMBLE

Whereas, it is the desire of the parties to this Agreement to work together harmoniously and to promote and maintain relations between the Employer and the Association, which will service to the best interest of the students and staff:

ARTICLE 1: MANAGEMENT RIGHTS

The Employer retains all rights and powers to manage the Linden Community Schools, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the public school system, including, but not limited to, the right:

1. To the exclusive management and administrative control of the school system and its properties, facilities, and the activities of its employees during working hours.

2. To hire all employees and, subject to the provisions of law, to determine his/her qualifications and the conditions for their continued employment, or his/her dismissal or demotion; and to promote and transfer all such employees.

3. To determine the hours of work and the duties, responsibilities, assignment of employees, and the terms and conditions of employment.

ARTICLE 2: EMPLOYEE RIGHTS

A. The provisions of this Agreement and the wages, hours, and working conditions of employment shall be applied with regard to race, creed, religion, color, national origin, age, sex, marital status, and/or membership in the Association.

B. There may be times when an administrative assistant, for an extended period of time, will be in a building without a building administrator or their designee. If the administrative assistant feels unsafe, they are to contact the Superintendent's office immediately.

C. The Association shall have the privilege of using school building facilities for meetings held outside of working hours, provided they comply with the school district policy the same as any

other civic organizations. Employees shall not be paid for time in attendance at Association meetings.

D. The Board shall provide financial information requested by the Association when requested in writing. The Board shall make a reasonable effort to provide the information in a timely fashion and to advise the Association of a specific time for information that is not otherwise readily available.

ARTICLE 3: COMPENSATION, ACT OF GOD DAYS, AND HOLIDAYS

A. **Compensation:**

1. The salaries of Administrative Assistants covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Administrative Assistants will receive their pay in twenty-six (26) equal pays.

2. With prior approval of the Superintendent, the Board will reimburse members of the Association the cost of tuition, fees, and books up to a total of $400.00 in any one fiscal year for any course work, classes, or training which is related to or will augment or improve the Administrative Assistant's performance of his/her responsibilities. This training includes but is not limited to course work taken at the college level, business or secretarial courses, computer or other high tech courses or training. To receive reimbursement, the Administrative Assistant must submit proof of successful completion of the work and paid receipts covering the same. If the Administrative Assistant leaves the district within six (6) months after completion of classes, the Administrative Assistant will be responsible for reimbursing the district for the cost of those classes taken prior to termination.

B. Act of God Days:

In the event the administration finds it necessary to cancel classes due to circumstances beyond its control, administrative assistants shall be required to report to work only if the building administrator finds it necessary. Reporting to work on inclement weather days, if required by an Administrator, the Administrative Assistant will be compensated their hourly wage for time worked and with compensation time equivalent to the hours worked. For further clarification, this language does not apply for reporting to work during situations similar to the COVID-19 closure.

C. Holidays:

1. The following legal holidays shall be observed for Administrative Assistants. They shall be paid for: New Year's Eve, New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, and Christmas Day.

2. Ordinarily, holidays falling on Saturday will be observed the preceding Friday, while those falling on Sunday, will be observed the following Monday.

ARTICLE 4: HOURS OF WORK

A. The normal workday shall be eight (8) hours per day, not including lunch. The normal work week shall be forty (40) hours per week, Monday through Friday, except for employees hired for less hours.

B. Less than eight (8) hours worked per day constitutes part-time employment.

C. All Administrative Assistants working eight (8) hours per day shall be entitled to a duty-free, uninterrupted lunch period.

D. Work day hours shall be determined by the building principal or immediate supervisor, with Superintendent's approval.

E. The Administrative Assistant work year shall begin three weeks prior to the start of the school year and shall conclude two hundred fifteen **(215)** work days later.

F. The Athletic Administrative Assistant may have a flex start date as determined by the Athletic Director with Superintendent's approval, and shall conclude two hundred fifteen **(215)** work days later.

G. Actual hours worked above forty (40), shall be compensated at time and one-half. All overtime hours must have prior approval by the immediate supervisor.
   a. Administrative Assistants may choose between overtime compensation and "comp time," which upon request, will be permitted for use within a reasonable period of time, so long as such use does not unduly disrupt the Employer's operations. Use of comp time needs pre-approval by the immediate supervisor.
   b. Comp time shall not exceed an accumulated balance of 40 hours at any one time.
   c. Comp time shall not carry over and will be paid out at the end of each fiscal year.

ARTICLE 5: PAID LEAVE OF ABSENCE

A. **Sick Days** - At the beginning of each school year, all Administrative Assistants shall be credited with ten (10) sick days equal to daily hours worked. There shall be no limit on accumulation.

   Sick days without loss of pay may be taken for the days scheduled to work up to the maximum accumulation of such sick days for the following reasons and subject to such limitations as provided:

   1. Illness, physical disability, or any exposure to a contagious disease that requires isolation as certified to by a physician licensed to practice. The Board or its designees reserve the right to require a physician's statement in excess of three or more consecutive days upon return.

2. For serious emergency illness or disability in the immediate family and/or to make arrangements for medical or nursing care for serious emergency illness or disability in the immediate family. However, the Board may require verification of the need at its discretion.

3. At the end of each school year an Administrative Assistant shall, at his/her option, be compensated at the rate of 20 percent of the daily wage for a maximum of twelve (12) days over eighty (80) days or allow them to accumulate.

B. **Personal Days** - At the beginning of each school year, Administrative Assistants shall be credited with four (4) personal days. Personal days will be added to sick bank if not used.

C. **Floating Holiday** – Administrative Assistants shall be credited with one (1) floating holiday. The floating holiday can only be used on a no-student day, with Administrative approval. Floating holidays will be non-accumulative and will not transfer to sick time if not used.

D. **Bereavement Days** – In the event a death occurs in the immediate family of an Association member, Association members shall be granted a maximum of three (3) days paid leave per incident. Immediate family shall be interpreted as husband, wife, children (natural and step), mother (natural and step), father (natural and step), brother, sister, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandparent. Bereavement days are not accumulative. The building principal or immediate supervisor may grant additional time for travel incidental to the bereavement event but such travel time will be charged against accumulated personal time when taken.

E. **Coordination of Sick Leave and Workers' Compensation –** In the event a member of the Association is unable to work due to a work-related injury, the member will be allowed to use accumulated sick leave days until Workers' Compensation becomes effective. The Employer's maximum liability under this paragraph shall be the salary amount of the Administrative Assistant's accumulated sick leave days at the time of the claim. If the Administrative Assistant is receiving Workers' Compensation benefits from the School District, he/she will continue to have his/her health insurance, vision insurance, and dental insurance paid by the Board. These benefits are subject to the rules and regulations of the Board's Carrier and the Board's only responsibility is to pay the School District group rate premiums if allowed to do so by the Board's Carrier. The Administrative Assistant will continue to accumulate seniority if he/she is receiving Workers' Compensation benefits from the school district.

F. **Jury Duty –** If called for jury duty, an Administrative Assistant will be expected to request service during the summer months or at other times when school is not in session. While on jury duty, the Board will pay the difference between the amount paid by the court, excluding mileage and expenses, and the amount ordinarily received in salary. The Administrative Assistant will be required to work the days he/she is not serving as a juror. While on jury duty, no deduction will be made from sick days and/or personal days.

ARTICLE 6: UNPAID LEAVE OF ABSENCE

A. **Unpaid Leave of Absence –** An unpaid leave of absence may be granted at the discretion of the Superintendent. Such leaves may be granted for, but not limited to, employee illness, family illness and personal reasons.

After completion of his/her probationary period, an Administrative Assistant whose absence extends beyond the accumulation of his/her sick leave days shall be granted, upon written request, a leave of absence without pay and without benefits for a period of up to one (1) calendar year. During this period, he/she may return to the same position.

The Administrative Assistant shall notify the board of his/her intention to return to work at least twenty (20) working days before the expiration of his/her leave. Failure to notify the Board of his/her intention to return to work shall be deemed to mean that the Administrative Assistant has resigned his/her position. Any Administrative Assistant not returning to work upon the expiration of his/her unpaid leave shall be terminated. If the Administrative Assistant does not return, the position must be posted as an open position.

In the event the leave was requested for medical reasons, the Board or its designees reserve the right to require a physician's statement prior to return.

ARTICLE 7: MISCELLANEOUS PROVISIONS

A. Any Administrative Assistant desiring to resign shall file a resignation letter with the Board Office at least ten (10) working days prior to the effective date.

B. Administrative Assistants will be evaluated annually by his/her principal or immediate supervisor. A standard evaluation form will be used.

C. An Administrative Assistant shall serve a probationary period of ninety (90) working days.

ARTICLE 8: INSURANCE PROTECTION

A. An employee who is regularly scheduled to work six (6) or more hours per day will be eligible for the following benefits which shall be the same as Non-Aligned Administrators (Central Office personnel). Central Office will be responsible to inform the Association of any revisions to benefits.

1. The Board will provide group hospitalization and major medical insurance including prescription drug plan (paid up to the hard cap limit in MCL 15.563, as adjusted) selected by the Board.
2. Dental

3. Vision
4. Life Insurance (AD&D)
5. Long-Term Disability (after sixty (60) days)

B. If an eligible employee elects not to enroll in hospitalization insurance, the employee will be eligible for the following:

1. Reimbursement annuity per month shall be paid to an Administrative Assistant in lieu of enrollment in district's hospitalization insurance at the following rates:
    - Single - $150/month
    - Double - $250/month
    - Family - $300/month

2. Administrative Assistant not enrolling in hospitalization insurance will receive Long-Term Disability, Life insurance, Vision, and Dental, as stated above in Article 8: A, in addition to a monthly annuity.

C. An employee who is regularly scheduled to work at least four (4) hours per day, but less than six (6) hours per day will be eligible for $5,000.00 in group term-life insurance.

D. The specific insurance administrators and/or underwriters will be determined by the Board. In the event of a change of insurance administrators and/or underwriters, the plans will be the same as those currently offered to Central Office personnel/non-aligned administrators. Central Office will be responsible to inform the Association of any revisions to benefits.

E. The insurance provisions are subject to the following provisions:

1. The Board's sole responsibility is to pay up to full family premiums on behalf of eligible employees following the completion of all necessary enrollment requirements by the employee and acceptance of the application by the insurance administrators and/or underwriters.

   In order to effect a change in benefits or initiate benefits, the employee must complete the appropriate forms at the Central Office.

2. The provisions of the group policy as to the commencement and duration of benefits and all other aspects of coverage will govern.

3. Premium payments will be initiated on behalf of employees on the first day of work, subject to the limitations set forth in Section E (2) above.

4. For those employees whose employment is severed, premium payments will be discontinued effective the last day worked.

5. For those employees who are laid off, premium payments will be discontinued at the end of the month in which the employee was laid off.

6. Premium payments will be continued for those employees who complete the work year who are not scheduled to work for portions of the summer months unless the employee is laid off.

7. Unless the employee is eligible for a longer period of premium continuation under the Family Medical and Leave Act, premiums will be discontinued for an employee absence due to illness or disability upon exhaustion of accumulated sick leave.

ARTICLE 9: SENIORITY, LAYOFF, AND RECALL

A. Seniority shall be defined as the length of continuous hours worked for the district within the Administrative Assistant Association.

1. Seniority shall not be granted for prior service for those employees who sever employment and are rehired.

2. Seniority shall not accumulate during periods while on unpaid leave of absence or during periods of layoff.

3. Seniority shall not be granted for time outside of the bargaining unit. If a substitute is assigned to a position (due to an extended leave of absence) and works a minimum of eight hundred (800) hours in the same position, he/she will be entitled to seniority rights to the first day of work (only if hired by the district for that same position).

4. Seniority shall accumulate during periods of long-term disability.

5. Newly hired employees must fulfill a probationary period of ninety (90) workdays. Days missed during the probationary period will serve to extend the ninety (90) day period. There will be no seniority among probationary employees. However, upon completion of the probationary period, the employee will be entered on the seniority list based upon the first day of the probationary period. Probationary employees are subject to termination at the discretion of the Board.

B. The word "layoff" means the elimination of a position. A reduction in hours does not constitute the elimination of a position.

In the event of a layoff, the following procedure will be used. It is expressly understood that the following provisions are conditioned upon the employee(s) affected by a layoff and exercising potential reassignment rights, being qualified as determined by the Board.

1. Probationary employees maintaining positions that are eliminated will not have any reassignment or recall rights.

2. Non-probationary employees occupying positions, which are scheduled to be eliminated, will be reassigned in the following sequential order in order to reduce the disruptive effect of the reductions.

a. To either an existing bargaining unit vacancy or to the assignment held by the least seniored employee.

C. Non-probationary employees who are laid off will be eligible to apply for any vacancy that is posted for a period of two (2) years from the effective date of layoff.

D. Employees who are laid off will be given at least three (3) business days notice of layoff in writing.

E. Employees who are laid off may be afforded the opportunity to sub within the district.

F. Notice of recall will be sent to the last known address of the employee on file with the Business Office by certified mail. Recall and employment rights will terminate for the following:

1. The recall notice is returned to the district as not accepted or not deliverable.

2. The employee fails to notify the district of their intent to return within three (3) business days.

3. The employee fails to report to work on the day directed by the district.

ARTICLE 10: VACANCIES, INVOLUNTARY TRANSFERS

A. **Vacancies:**

1. A vacancy shall be defined as a newly created position or a present administrative assistant position that is not filled.

2. The Board shall publicize the vacancy by posting in each school building (Administrative Assistants that are on layoff will be notified by mail). Vacancy shall be posted for at least ten (10) working days. The District may simultaneously post the vacancy externally to obtain interest in said position. Said posting shall contain the following information:

   Position Classification
   Qualifications
   Location of Work
   Starting Date
   Summary of Minimum Requirements

3. Interested employees who wish to be considered for a vacancy (including any subsequent vacancy that may arise as a result of the initial posting) must apply in writing to the Superintendent or his/her designee within the ten (10) day posting period. Successful passage of an interview will be required prior to filling any vacancy. The Board reserves the right to hire the most qualified applicant.

4. The parties agree that from time to time it may be in the employer's best interest to fill a short-term vacancy by an existing employee. The individual filling the position will continue

to earn seniority in his/her original position as if he/she continued to fill the original position. The Board will review the performance of the individual filling the short-term vacancy at the end of thirty (30) days. If the performance review is unsatisfactory, the individual who has filled the short-term vacancy will be returned to his/her original position. The Board, at its sole discretion, will determine whether to continue to fill the short-term vacancy with another Association member or to fill the position through external posting.

B. **Involuntary Transfers:**

An involuntary transfer shall be defined as the reassignment of a present Administrative Assistant to a position that is different from the one he/she currently holds.

The employee being transferred will maintain their rate of pay.

The employee will be paid at the appropriate step on the pay scale based on the employee's years of service within the association.

ARTICLE 11: SEVERANCE PAY

A. In appreciation for services to the school district, a severance payment will be offered, except in cases of discharge, on the basis of unused accumulated sick days. A lump sum pay out of $12.00 per unused sick/personal days for the Association member with five (5) years or less service to the district, of $18 per unused sick/personal days for Association members with five (5) through eight (8) years of service to the district, and of $25 per unused sick/personal days for members with nine years or more service to the district shall be made to a maximum of $2,000.

B. If an Administrative Assistant position is eliminated, the employee will be compensated 100 percent for unused sick, comp, and personal days. An employee on layoff will have the option to be compensated or maintain their current days until the end of the two (2) year layoff rights.

ARTICLE 12: LONGEVITY

A. Longevity will be determined by continuous hours worked within the Linden Community Schools Administrative Assistant Association.

B. Longevity Pay shall be:

10 years	$550.00
15 years	$750.00
20 years	$1,000.00
25 years +	$1,250.00

C. In the first pay of December, employees will receive longevity pay based on his/her completed years of service in the association as of June 30 of that calendar year.

D. If an employee was on an unpaid leave of absence for more than fifty (50) percent of the employee's employment year, these hours worked will not count toward service credit calculating years of service to receive longevity.

ARTICLE 13: PROFESSIONAL DEVELOPMENT

The following compensation will be provided on completion of any of these requirements:

A. Administrative Assistant Certificate, Office Assistant, Secretary Assistant, Computer Applications, and job-related areas. Certificates must be from an accredited university or college program (i.e., Office assistant, one (1) year program at Mott Community College or Baker College).

1. Certificate Program $400.00 per year for each certificate

2. Associate Degree $650.00 per year

3. Bachelor Degree $900.00 per year

ARTICLE 14: GRIEVANCE PROCEDURE

A. Grievance definitions:

1. A grievance is an alleged violation of the specific and express terms of this Agreement.

2. The term "employee" shall mean an individual employee or a group of employees having the same grievance.

B. Grievances of employees within the Association shall be processed in the following manner:

Step 1: Informal Review

The grievance must first be discussed with the employee's building supervisor. Either party may elect to skip the informal review and proceed to Step 2 but the parties hereby agree to attempt resolution of all grievances at this step.

Step 2: Building Supervisor Review

The aggrieved employee(s) must present a written statement of his/her grievance within ten (10) working days of the occurrence or event giving rise to the grievance. The statement shall:

1. Be signed by the employee(s).

2. Specify the date of the occurrence of the event aggrieved and the date for filing the grievance.

3. Specify the facts giving rise to the grievance.

4. Specify the portions of the Agreement which were allegedly violated.

5. Specify the relief sought.

Step 3: Human Resources Review

In the event the employee is not satisfied with the disposition of the grievance at Step 2, the employee may appeal the determination to the Assistant Superintendent. The appeal must be submitted to the Assistant Superintendent in writing within ten (10) working days of the building supervisor's written response. The Assistant Superintendent shall issue a final disposition, in writing, within ten (10) working days of the receipt of the appeal or shall contact the employee to request a longer response time as conditions merit. Either party shall have the opportunity to discuss the grievance appeal at a mutually convenient time and location upon request before or after the Assistant Superintendent's response.

Step 4: Superintendent Review

In the event the employee is not satisfied with the disposition of the grievance at Step 3, the employee may appeal the determination to the Superintendent. The appeal must be submitted to the Superintendent in writing within ten (10) working days of the building supervisor's written response. The Superintendent or his/her designee shall issue a final disposition, in writing, within ten (10) working days of the receipt of the appeal or shall contact the employee to request a longer response time as conditions merit. Either party shall have the opportunity to discuss the grievance appeal at a mutually convenient time and location upon request before or after the Superintendent's response. The Superintendent's determination shall be binding on all parties.

ARTICLE 15: DURATION OF AGREEMENT

This Agreement shall become effective upon ratification by the parties and shall remain in effect until June 30, 2027.

The hourly pay schedule has been set forth in Appendix A.

AGREEMENT SIGNATURE PAGE

LINDEN COMMUNITY SCHOOLS:

_____ _____
Russ Ciesielski, Superintendent - Signature Date Signed

LINDEN ADMINISTRATIVE ASSISTANT ASSOCIATION:

_____ _____
Paula McAllister, Linden Elementary - Signature Date Signed

_____ _____
Colleen Curtis, Linden High School - Signature Date Signed

_____ _____
Cindy Day, Linden High School - Signature Date Signed

APPENDIX A

HOURLY PAY RATES

	2025-26 Hourly Pay Rate	2026-27 Hourly Pay Rate
Step 1	$16.45	$16.45
Step 2	$17.35	$17.35
Step 3	$18.24	$18.24
Step 4	$19.75	$19.75

*Beginning July 1, 2025, Administrative Assistants will be placed on their appropriate Step, regardless of what Class they were in during the 2024-25 school year.

Steps will be determined by the number of completed years the administrative assistant has completed. Administrative Assistants who have over four (4) years of completed employment (in an administrative position) will be placed on Step 4. Step increases for eligible employees will be issued on July 1 each year to employees who have worked at least fifty (50) percent of the workdays for which the position was scheduled in the preceding fiscal year.

Administrative Assistant positions:

- Athletic Administrative Assistant
- *Early Childhood Administrative Assistant
- Elementary Building Administrative Assistants
- HS Counselor Administrative Assistant
- HS Main Office Administrative Assistants
- MS Main Office Administrative Assistants

*The Early Childhood Administrative Assistant may work additional pre-approved days during the summer as approved by the superintendent. Employee Status & Pay Form must be completed and approved by the superintendent.

AGREEMENT OF EMPLOYMENT

Confirmation of Employment

This Agreement, made this day, July 1, 2025, between LINDEN COMMUNITY SCHOOLS, Linden, Michigan 48451, hereinafter called the District, and the ADMINISTRATIVE ASSISTANT ASSOCIATION.

Upon the execution of this Agreement, the Board and the Employee agree that all prior written employment agreements between the parties are expressly terminated and of no legal effect.

The District reserves the right to establish from time to time such employment regulations as it deems reasonable and to make such modifications in any subsequent agreement with the Employee as may be permitted by law. This Agreement may only be modified by a subsequent written agreement executed by the same parties or their successors in office, following official Board approval. Oral promises or covenants between the parties, whether made prior to or after the execution of this Agreement, shall not modify any provisions of this Agreement and shall be of no legal effect.

The parties expressly agree that this is their entire Agreement. All prior oral agreements, covenants, or understandings between the parties are merged in this Agreement.

The compensation for the term of this agreement will be as established in Appendix A in the Administrative Assistant Agreement, dated July 1, 2025 - June 30, 2027, negotiated on my behalf as a collective group by Paula McAllister, Colleen Curtis, and Cindy Day.

IN WITNESS WHEREOF the parties have set hereunto their hands and seals this day and year above written.

EMPLOYEE NAME: _____ DATE: _____

EMPLOYEE SIGNATURE: _____ DATE: _____

SUPERINTENDENT: _____ DATE: _____