MASTER AGREEMENT

between the

LINDEN COMMUNITY SCHOOLS

and the

LINDEN EDUCATIONAL SUPPORT PERSONNEL / MICHIGAN EDUCATION ASSOCIATION / NEA









July 1, 2025 - June 30, 2028

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AGREEMENT

This Agreement is entered into between the Linden Community Schools, Board of Education, hereinafter referred to as the "Board" or "Employer" and the Linden Educational Support Personnel/MEA, hereinafter referred to as the "Union" or "Association." The headings used in this Agreement, and any exhibits attached hereto, neither add to nor subtract from the meaning of this Agreement but are for reference purposes only.

PURPOSE

A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

B. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer and accordingly, have included herein a grievance procedure for the effective processing and resolution of disputes.

ARTICLE 1
RECOGNITION

A. The Board does hereby recognize the Linden Education Support Professional Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and working conditions of all employees of the Board, included in the bargaining unit as described below:

1. Head Cooks, Cooks, Cook Aides, Facility Services, Maintenance, Paraprofessionals, but excluding administrators, secretarial, substitutes, supervisors, teachers and all other employees.

B. A substitute employee is defined as an employee who is excluded from the bargaining unit and who is replacing an employee who is absent from his/her regular assignment or who is used during a period in which a vacancy is being filled.

A substitute who replaces an employee on an extended leave of absence, who is assigned and works a minimum of eight hundred (800) hours in the same position, will be entitled to the benefits provided below:

1. In the event the aforementioned position becomes vacant contiguous to such period and the substitute is offered the position, the substitute will be given seniority back to his/her first day of work in the substitute assignment subsequent to the completion of the probationary period set forth in Article 14.

2. After the completion of twenty (20) consecutive work days in the above referenced substitute assignment, the substitute shall be granted one (1) sick leave day which shall be retained in reserve for use in the event the substitute becomes a regular employee during that school year.

3. If the substitute described herein is not hired pursuant to the conditions described above, the substitute will not be entitled to the seniority and sick leave described above.

ARTICLE 2
BOARD RIGHTS

A. The Union recognizes and agrees that the Board, as the employer, has the responsibility and the authority to manage and direct, by the establishment of and administration of policy on behalf of the public, all the operations and activities of the school district. The Board agrees that such management and operation shall be in conformance, Board Policy, LCS Employee Handbook, and with the laws of Michigan and of the United States.

B. The Union recognizes and agrees that the Board retains the sole right and responsibility to manage and operate the business in all respects and as to all matters in connection with the exercise of such right, in accordance with the procedures provided in this Agreement. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized merely by way of illustration, and not by way of limitation, that such rights and functions include, but are not limited to:

1. Full and exclusive control of the management of the business, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed.

2. The control of the property, the buildings, and the composition, assignment, direction, and determination of the size and type of its working forces.

3. The right to determine the work to be done and the standards to be met by employees covered by this Agreement, including the right to set work rules.

4. The right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and to what extent work shall be performed by the employees covered by this Agreement.

5. The right to hire, establish and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, and layoff employees.

6. The right to determine the qualifications of employees, including the right to submit employees to examinations, in accordance with Article 27, Drug and Alcohol Testing.

7. The right to discipline, suspend, and/or discharge employees.

8. The right to maintain an orderly, effective and efficient operation.

ARTICLE 3
EMPLOYEE RIGHTS

A. The provisions of this Agreement and the wages, hours and working conditions of employment shall be applied without regard to race, gender or sexual orientation, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the activities of the Union.

B. The Union shall have the privilege of using school building facilities for meetings outside working hours, provided they comply with the school district policy the same as any other civic and/or political organization. Employees shall not be paid for time in attendance at Union meetings.

C. The Board shall provide access to bulletin boards in all buildings which may be used by the Union for posting notices of job vacancies, Union elections, Union meetings and Union social activities only. The Union must receive the Board's approval in advance of such posting.

D. The rights granted herein to the Union shall not be granted or extended to any competing labor organization except as required by law.

E. The Association shall be granted five (5) days annually to be used by the Association representatives for Association business. These days may be used by any member of the Association designated by the President and with prior approval of the supervisor. The Board shall assume the cost for the five (5) days.

ARTICLE 4
NO STRIKE-NO LOCKOUT

A. The Union and its members recognize that strikes are contrary to law. The Union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage, or support any strike against the Board by any employee or group of employees, whether a member of this bargaining unit or not.

Additionally, the Union, and its members shall not take part in any illegal actions, sit-downs, stay-ins, slow-downs or any curtailment of work or interference with the operation of the school district.

B. If any employees take part in any activity in violation of this Article, such actions shall be cause for discharge or any other discipline as determined by the Board.

C. If any employee violates the provisions of this Article, the Union will take positive measures to effect a prompt resumption of work, or the provisions of the Agency Shop and Payroll Deductions Article of this Agreement will be suspended at the discretion of the Board.

D. The Board agrees that, in consideration for the performance by the Union of its responsibilities herein defined, that there wilt be no lockout, by the Board during the life of this Agreement.

ARTICLE 5
MEMBERSHIP

The level of membership dues, service fees and member assessments shall be established by the Association in accordance with its procedures. Any challenges to the level of dues, service fees or member assessments, shall be directed exclusively to the Association's internal procedures and are not subject to the grievance procedure set forth in the Master Contract.

The Association agrees to indemnify and save harmless the Board against any and all claims, demands, suits, expenses or other forms of liability, including back pay, of whatsoever kind and nature, that shall arise against the Board pursuant to this Article.

ARTICLE 6
GRIEVANCE PROCEDURE

A. Definition:

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.

3. In the event a grievance is filed and the dispute is also pursued through the Michigan Employment Relations Commission, the grievance will be withdrawn.

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

INFORMAL STEP

The complaint must first be discussed with the employee's immediate supervisor individually, or with the steward present, with the objective of resolving the matter informally. It is understood that either party may terminate the informal step.

LEVEL ONE

The employee with a grievance must, within ten (10) working days of the date of the occurrence or event which gave rise to such grievance, present the grievance, in writing, to the employee's immediate supervisor. The Supervisor must be given ten (10) working days following the receipt of the written grievance to give the disposition in writing to the employee and to the Union. The written grievance shall be:

1. Signed by the employee(s) and the Union representative.

2. Specific with respect to the date of the occurrence and the filing of the grievance.

3. Specific with respect to the facts giving rise to the alleged violation.

4. Specific with respect to the section(s) or subsection(s) of this Agreement which have allegedly been violated.

5. Specific with respect to the relief requested.

LEVEL TWO

In the event that the Union is not satisfied with the disposition of the grievance at Level One, the Union must appeal the grievance within ten (10) working days, following receipt of the written response from the immediate supervisor, in writing, to the Superintendent or his/her designee. The Superintendent or designee shall issue a disposition, in writing, within ten (10) working days of receipt of the appeal. The Union shall have an opportunity to discuss the grievance with the Superintendent or designee, upon request.

LEVEL THREE

In the event that the Union is not satisfied with the disposition of the grievance at Level Two, the Union must appeal the grievance, in writing, within ten (10) working days following receipt of the written response from the Superintendent or designee, to the Board or its designee.

The Board or its designee shall have thirty (30) working days to schedule a grievance hearing before at least two (2) members of the Board. The Board or its designee(s) shall submit a written response to the Union within ten (10) work days of said meeting.

LEVEL FOUR

Individual employees shall not have the right to process a grievance at Level Four.

1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) working days after the decision at Level Three, request in writing the appointment of an arbitrator to hear the grievance. If the Board and the Union cannot agree upon an arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules.

2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.

3. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties, who agree that judgment thereon may be entered in any court or competent jurisdiction.

4. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this Agreement. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall the arbitrator question the reasonableness of board policy that is not in conflict with this Agreement.

5. If any grievance award by the arbitrator shall include back pay, the award shall not extend more than thirty (30) working days prior to the date of the Level One conference.

6. Grievances shall include all affected parties known to the Union at the time it is filed.

7. The costs of arbitration shall be borne equally by the parties, except each party shall assume its own cost for representation, including the filing fee of arbitration.

C. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure only by the designated representative of the Union and the Board.

D. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.

2. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

3. Forms for filing and processing grievances shall be designed by the Superintendent and/or designee, and the Grievance Chair and/or designee, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

4. Access shall be made available with a reasonable amount of time, in accordance with the

Freedom of Information Act, to all parties, places and records, for all information necessary to the determination and processing of the grievance.

5. Any grievance not processed within the applicable time limits is considered settled on the basis of the employer's last answer. Time limits may be extended by mutual agreement in writing.

6. In the event that the employee filing the original complaint at Level One voluntarily leaves the employ of the school district, except for retirement, or withdraws the complaint for any reason, the processing of said complaint shall cease.

E. All grievances not settled when this Agreement expires shall be settled in the course of negotiating a new contract.

ARTICLE 7
SPECIAL CONFERENCES

A. The Board and the Association support the concept of early intervention problem-solving and, therefore, will work as a joint team to resolve mutual concerns and problems.

B. In order to facilitate communications between the Board and the Association, negotiating representatives from the Association and the Board will meet to discuss topics and resolve issues and problems.

C. Meetings shall be arranged between the Union President or his/her designee and the Superintendent or his/her designee upon the request of either party.

D. Such meetings shall be between at least two (2) negotiating representatives of the Union, and at least two (2) negotiating representatives of the Administration. Either party may include other representatives to attend the meetings upon advance notice and mutual agreement.

E. Arrangements for the meetings shall be made in advance along with a written agenda of the matters to be taken up in the meetings. The purpose of the meetings is to problem solve those issues of mutual concern which were not or cannot be resolved at the program/building level.

F. Nothing in this article shall be construed to prevent an employee or the Association from filing a grievance, or to prevent either party from making a negotiations proposal. However, if an alleged violation of this Agreement is a subject for discussion at a Special conference(s), the grievance time limits in Article 6 of this Agreement are held in abeyance until a solution or recommendation is made by the Special Conference representatives.

G. The members of the Union shall not lose time or pay for time spent in such special conferences.

ARTICLE 8
SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Board and the Union. They shall be approved or rejected within a period of twenty (20) days following the conclusion of negotiations. All such agreements must be in writing and signed by the authorized representatives of each party. All letters of understanding shall be included in the Agreement.

ARTICLE 9
SAFETY COMMITTEE

A Safety Committee of employees and the Board's Representative are hereby established. This committee will include the Union Representative of each classification and shall meet per request during regular daytime working hours, for the purpose of making recommendations to the Board. Complaints or concerns are to be filed with a Committee Representative.

ARTICLE 10
STEWARDS AND ALTERNATE STEWARDS

A. In each group classification, employees in the group classification shall be represented by one (1) steward on each shift, who shall be a regular employee working in that group classification and on that shift. During overtime periods, an alternate steward may be appointed by the Union President.

B. For purposes of steward and alternate steward representation, group classifications are listed below:

1. Maintenance, Facility Services

2. Cooks

3. Paraprofessionals

C. The stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer, provided they have permission from their immediate supervisor.

ARTICLE 11
DISCHARGE OR DISCIPLINE

A. The Employer agrees promptly upon the discharge or discipline of any employee to notify, in writing, the Union President.

B. The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Union President and the Employer will make available an area where they may do so, before the employee is required to leave the property, of the Employer. Upon request, the Employer or designee will discuss the discharge or discipline with the employee and/or the Union President.

C. Should the discharged or disciplined employee or the Union President consider the discharge or discipline to be improper, a complaint shall be presented in writing, through the Union to the Employer, within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Level Two, within five (5) regularly scheduled working days after receiving the Employer's answer.

D. In imposing any discipline, the employer will not take into account any prior infractions which occurred more than forty-eight (48) months previously. However, falsification of records or falsification of employee applications may be dealt with at any time and shall not be subject to the forty-eight (48) month limitation. Discipline will not be imposed for errors or mistakes on employee applications after two (2) years.

E. Any employee shall be reprimanded, suspended or discharged for Just Cause only. Any such action may be subject to the grievance procedure.

ARTICLE 12
SENIORITY LIST

A. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

B. The Board will keep the seniority list up-to-date at all times and provide the LESPA Union President with a list per request. This list will also be used for the layoff and recall of employees.

ARTICLE 13
PROBATIONARY EMPLOYEES

A. A newly hired employee will be considered as a probationary employee until he/she has worked at least ninety (90) working days, within a six (6) month period, in a permanent position. An employee must work one (1) additional day for each day of absence during the probation period. The six (6) month period does not include the summer break for school year employees. In the event the employee does not complete the probationary period in a six (6) month period, the employee may be required to serve an additional ninety (90) working day period.

B. Probationary employees who are laid-off or discharged shall not have recourse to the terms of this Agreement, including the grievance procedure.

C. Laid-off probationary employees shall not have recall rights to any position within the bargaining unit.

ARTICLE 14
SENIORITY

A. Except as set forth in section D below, seniority shall be defined as the length of continuous service within a classification from the employee's last date of hire as a permanent employee.

Working days when used throughout this Agreement, will constitute unit working days. Except as set forth in Article I, substitute service and prior service for those employees who are rehired shall not be counted for purposes of seniority.

A permanent employee shall be defined as an employee who has successfully completed the probationary period and is assigned to a bargaining unit position.

Where the term classification is referenced throughout this Agreement (i.e., seniority layoff/recall, vacancies) it refers to those individual job classifications set forth in Appendix A (i.e., maintenance I, cook).

Employees transferring between classifications shall have his/her seniority frozen in those classifications in which they have earned seniority.

If two (2) or more employees are hired on the same date a lottery shall be held to determine seniority date order. A lottery shall consist of the Association President or designee, the Superintendent or designee, and the employees affected meeting and drawing numbers to establish said order of seniority. In the event the employee cannot be present, the Association designee will draw on his/her behalf.

B. Seniority shall accrue while absent on paid leave time (i.e., vacation, sick leave, personal business, jury duty, etc.)

C. Seniority shall not accrue when the employee is:

1. On an unpaid leave.

2. On an unpaid disciplinary suspension.

3. On workers' compensation or disability leave after one year.

4. On layoff.

D. Seniority and employment rights shall be terminated for the following reasons:

1. The employee quits, is discharged or retires.

2. The employee is laid-off and loses recall rights.

3. The employee is absent for three (3) consecutive working days without notifying the employer.

4. The employee fails to notify the employer of his/her intent to return from layoff within seven (7) working days of the receipt of a recall notice and/or fails to report for work within ten (10) working days from the date of receipt of the recall notice.

5. The employee fails to report for work within two (2) working days at the expiration of a leave of absence.

E. If an employee is transferred to a position outside of the bargaining unit and within six (6) months returns to the unit, he/she will accumulate seniority within his/her most recently assigned classification during the time spent outside of the bargaining unit. At the end of the aforementioned six (6) month period, the employee's seniority shall be frozen.

Employees transferred under section E above shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

F. 1. The Grievance Chair for the bargaining unit shall, in the event of layoff, be continued at work as long as there is a job in the bargaining unit for which he/she is qualified.

The Department's Chief Stewards (Maintenance, Aides, Food Service, Paraprofessionals) shall be continued at work in the Department as long as there is a job available and shall be recalled to work to the first open job in the Department for which they are qualified.

2. Seniority exemption shall only exist while the employee holds the position of Steward or Grievance Chair. The employee shall revert back to his/her original status when removed from the position of Steward or Grievance Chair.

3. The Union agrees to indemnify and save harmless the Board against any and all claims, demands, suits, expenses, or other forms of liability etc. that shall rise out of action taken by the Board for the purpose of the Board complying with Section F of this article.

ARTICLE 15
LAYOFF, RECALL AND REDUCTION IN HOURS

A. The word layoff is defined as any one of the following:

1. Total elimination of a position.

2. Reduction of an employee's hours of two (2) hours or more per day over the course of a two-year period.

3. Reduction in hours sufficient enough to lose insurance benefits.

The President or her/his designee in conjunction with the Superintendent or his/her designee will maintain the ongoing records of hours reduced.

B. In the event of a layoff, the following procedures will be implemented within the affected classifications (See Article 14):

1. Probationary employees within the affected classifications (See Article 14) will be laid off first provided there are seniored employees within the classification qualified to perform the remaining work. Probationary employees shall not be entitled to reassignment under this provision.

2. In the event further reductions are necessary within the classification (See Article 14), seniored employees will be laid off in accordance with the following provisions:

a) A laid off employee will be placed in a vacancy within his/her classification of equivalent hours if one exists.

b) In the event no vacancy with equivalent hours exists, the laid off employee will be placed in the position held by the least seniored employee working the same number of hours as the laid off employee.

If no such position exists, the laid off employee will be assigned to a position held by a lessor seniored employee within the same classification.
If no such position exists, the laid off employee will be assigned to the position held by the least seniored employee within the classification.

If no such position exists, the laid off employee will be reassigned to the position in another classification where the laid off employee has frozen seniority as set forth in Article 14, A, which is held by the least seniored employee.

C. Employees who are scheduled for complete layoff shall have at least fourteen (14) calendar days notice. Those employees whose hours or benefits are reduced will receive notice of the reduction as soon as possible.

The Union President shall receive a list of the names of employees scheduled for layoff not later than the day the affected employees are notified.

D. Laid off employees will be afforded the opportunity to sign up on the substitute roster to substitute for employees within the classification from which he/she was laid off or has frozen seniority as set forth in Article 14, A.

Those employees whose hours have been reduced as set forth herein, must fulfill his/her regularly assigned responsibilities prior to accepting any substitute assignment.

In accepting a substitute assignment, the employee must accept the entire assignment and the assignment will not be offered if the entire substitute assignment in conjunction with his/her regular assignment would place the employee in an overtime situation.

The order of assignments of substitutes and the conditions of employment of substitutes are reserved to the Board except as provided in Article I, Recognition.

E. After all employees on staff in the classification have the opportunity to bid on vacancies pursuant to Article 19 Vacancies, laid off employees (except probationary employees) will be recalled in inverse order of seniority to positions within the classification to which he/she was laid off or to positions within a classification in which he/she has frozen seniority as described in Article 14. A recalled employee shall notify the Employer of his/her intent to return to work within five (5) work days of the receipt of notice of recall and will be provided ten (10) work days from the date of the receipt of notice of recall, excluding holidays, to return to work.

F. Laid off employees will have recall rights for five (5) years from the effective date of layoff.

The recall rights of those employees under A, 2 and 3 above, will be terminated during the five (5) year period if the employee voluntarily accepts a posted position within another classification (See Article 14).

Notice of recall will be sent to the employee's last address on file with the Business Office by registered or certified mail and will contain the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address.

Acceptance or refusal of recall to a position which is lower in pay, hours and/or fringe benefits than the position from which the employee was laid off shall not affect his/her rights to recall to an equivalent position with equivalent hours but will not serve to extend the five (5) period set forth above.

ARTICLE 16
MAINTENANCE SHIFT PREFERENCE

A. Shift preference will be granted on the basis of seniority within the classification. Assignments will be effective at the end of that school year in June. Thereafter, each employee will be limited to one (1) additional shift change each year. Shift change will commence no sooner than one week after notice is given unless by mutual agreement between all parties.

B. When a day shift employee moves to the night shift, he/she shall exchange positions with the highest seniority employee in his/her classification who desires the day shift. If no one desires the day shift, the lowest seniority employee in the classification shall be bumped to the day shift.

C. When a night shift employee moves to the day shift, he/she shall exchange positions with the lowest seniority employee in his/her classification on the day shift.

ARTICLE 17
NEW JOBS AND ADDITIONAL DUTIES

A. When a new job or run is created and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing the new classification and rate. In the event the Union does not agree that the new proposed rate is proper, it shall be subject to negotiation.

B. If an existing position has significant additional duties added or deleted, the Employer shall notify the Union and the Union shall have the right to negotiate the impact of such changes.

ARTICLE 18
TEMPORARY TRANSFERS

A. The Employer shall have the right to utilize substitutes as described in Article 1 and may further use bargaining unit members within the department on a temporary basis in such capacity for a period not to exceed fifteen (15) working days.

B. In the event any temporary vacancy is created by an employee on leave (excluding Maintenance 1, 2 and 3) that knowingly will be open for more than fifteen (15) working days, will be posted pursuant to Article 19, Section A, Vacancies, as a temporary vacancy pending the expiration of the leave or return of the employee on leave, whichever comes first. The temporary vacancy will be filled by the seniored employee within the classification who bids for the position or if an employee cannot be obtained, with a substitute.

C. Employees affected will be given the opportunity to transfer on the basis of ability, seniority and classification.

D. Employees whose assignments are temporarily changed under this Section will receive their regular rate of pay, or the rate of pay at their experience level for the classification in which they have been temporarily assigned, whichever is higher.

E. The position occupied by the employee temporarily transferred in such instances will be filled with a substitute.

F. The Employer agrees that in any movement of work not covered above, the Employer will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 19
VACANCIES

A. Vacancies, newly created positions or runs which occur during the school year will be posted in all buildings where bargaining unit members are assigned for a period of five (5) working days during which period interested parties shall apply.

Vacancies for newly created positions which occur during the summer break will be posted the first day school is in session in the fall.

Vacancies to fill current positions which occur during the summer break will be posted for ten (10) working days.

The administration will send a written notification of vacancies which occur during the summer to any employee who is interested and notifies them in writing of such interest two (2) weeks prior to the end of the school year.

Job postings will include the qualifications for the position and other information relevant to the vacancy.

Employees who wish to be considered for a vacancy or a temporary vacancy under Article 19, A, shall sign the posting within the posting period. LESPA employees in any classification may sign the posting to express interest in the position or those that arise as described above. The Union shall receive a copy of all bargaining unit employees signing for a vacancy and notification of the person awarded the position.

Notwithstanding any other provisions of the Agreement, the parties may establish alternate accelerated procedures for the filling of vacancies by employees within the classification (See Article 14) in which the vacancy exists.

B. Vacancies will be filled in the following manner:

1. The most seniored employee within the classification in which the vacancy exists (See Article 14) will be awarded the position.

2. In the event there are no applicant's from within the classification, the vacancy will be filled with the most qualified applicant.

C. In the event an employee is granted a position within another classification, (See Article 14), the employee will be given a fifteen (15) work day trial period to determine his/her ability to perform the work and desire to remain in the position.

During the period a position is posted and during the trial period set forth above, the position may be filled by a substitute.

In the event the employee voluntarily returns to his/her former position during the trial period, the employee will not be able to apply for another position outside of his/her classification for a period of twelve (12) months from the date of return to his/her former position.

In the event the employee is involuntarily returned to his/her former position, the employee will be given the reasons in writing with a copy provided to the Union. Any disagreements with respect to

the reassignment are subject to the grievance procedure.

D. Absent extenuating circumstances, vacancies will be filled within ten (10) working days after the posting period expires.

ARTICLE 20
OVERTIME

A. Employees will be guaranteed a regular shift. Time and one-half (1 1/2) shall be paid for all hours worked over eight (8) hours in one (1) day and forty (40) hours in one (1) week.

B. Double time will be paid for all hours worked on holidays and all hours worked on Sunday, unless the employee is regularly scheduled to begin his/her five (5) work day schedule on Sunday, then he/she will receive straight time.

C. A regular shift shall not exceed eight (8) hours per day.

D. A regular work week shall not exceed forty (40) hours.

E. An employee reporting for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2).

F. Overtime will be on a rotating basis in an attempt to equalize overtime whenever possible within classifications. Overtime hours shall be divided as equally as possible among employees in the same classification and building on an annual basis. Hours refused will be charged to employees.

ARTICLE 21
WORKING HOURS, SHIFT PREMIUM AND HOURS

A. The first shift is any shift that regularly starts on or after 6:00 a.m. but before 2:30 p.m. If the Board determines it is necessary to make changes in the school schedule, it will meet with the Union in a Special Conference to discuss the ramifications of such changes with regard to employees' work schedules. An employee who is assigned to begin his/her regular shift at times other than those specified above shall receive the appropriate shift premium for all hours worked on that shift.

B. The regular full working shift shall consist of eight (8) consecutive hours per day, plus one half (1/2) hour off for unpaid lunch except those working dual classifications. Employment and time scheduled of assigned jobs shall take priority over the other jobs outside the school system. A seven (7) day notice will be given on shift changes.

C. Employees shall receive paid breaks in accordance with the following schedule and as assigned by the Board:

Three (3) hour employee	One (1) ten (10) minute break
Four (4) hour employee	One (1) fifteen (15) minute break
Five (5) hour employee	Two (2) ten (10) minute break (See section E for five (5) hour Paraprofessionals)
Six (6) hour employee	One (1) fifteen (15) minute break & one (1) ten (10) minute break
Seven (7) & eight (8) hour employee	Two (2) fifteen (15) minute breaks

The times that are used for breaks will be established within two (2) weeks after school starts in the fall and will be adhered to for the remainder of the school year unless an emergent need mandates a change.

D. Each playground/lunchroom aide assigned to work five (5) hours or more on a regular daily basis shall receive a thirty (30) minute unpaid lunch break and in addition shall receive a fifteen (15) minute paid break during the day.

E. In addition to the paid breaks identified in D. above, each Special Education Paraprofessional and Hall Monitor assigned to work six (6) hours or more on a regular daily basis shall receive a thirty (30) minute unpaid lunch.

F. All full-time food service employees will generally work the following schedules on days that hot lunches are scheduled to be served: Elementary 7:00 a.m. until 1:30 p.m., Secondary 6:30 a.m. until 1:00 p.m. Schedules are subject to change with reasonable prior notice given to the employee. Reasonable prior notice should not be less than five (5) working days unless agreed by the employee in writing.

G. Supervision will not do work normally performed by employees in the bargaining unit except in cases of emergencies when no bargaining unit employee who normally performs the work is available when contacted by the employer.

H. Employees shall be reimbursed for mileage accumulated while on school business at the IRS Rate.

I. Employees who are not scheduled to work on in-service days shall not be paid for such days.

J. Under circumstances where Special Education Paraprofessionals are required to attend field trips, each employee shall receive pay during his/her 30-minute lunch period, as the time is not duty-free. Should the employee return to work before the end of the school day, the employee will be provided the option to take a duty-free, unpaid 30-minute lunch break.

ARTICLE 22
PAID LEAVES OF ABSENCE

A. All members covered by this Agreement shall granted twelve (12) days per year. All unused sick days may accumulate up to eighty (80) days. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. Sick leave may be used in accordance with the Michigan Earned Sick Time Act.

B. Three (3) days of funeral leave per death of family member with pay shall be provided which may be used by the employee in connection with the death of a member of his/her immediate family, which is defined as follows: spouse, parent, (including stepparents), child, (including stepchildren), brother, sister, grandparent, grandchildren, mother-in-law, father-in-law. Three (3) additional paid funeral days per year may be used from an employee's accumulated sick leave. Additional time without pay may be granted by the Board for travel.

C. Three (3) personal business days per year shall be provided annually to all employees covered by this agreement, which may be used for personal business purposes. This includes only those days, which include activities, which cannot be conducted at any other time than during the work time of the employee and must be related to a personal need, duty or obligation in which economic gain or personal risk is ordinarily involved. The Assistant Superintendent may require a reason for the use of personal business days and may require that such request be in writing. Personal days may not be taken before or after vacations unless preapproved by the immediate supervisor except for the Wednesday prior to Thanksgiving when instruction is not scheduled for that day. Request for personal leave must be made at least two (2) days in advance, except for emergencies when a shorter notice may be accepted.

Employee may use personal time when school is cancelled for Act of God days and or State of Emergency days.
An employee may elect to have their unused personal leave days accumulate as sick leave up to the maximum amount of sick leave accumulation or an employee may elect to be paid for the unused personal leave days earned within the current school year. If the employee elects to be paid for the current year's unused personal day(s), the employee will be paid at 50% of their daily rate of pay and regularly assigned hours for up to three (3) personal days per school year. The employee will be paid with the last paycheck of the school year.

If an employee is out of sick leave, the employee will be required to exhaust all other paid-time off before going into unpaid time off (including personal, vacation, or paid-time off).

D. A full-time employee may, after he/she or the Employer has been unable to have he/she excused from serving as a juror, be granted leave for this purpose.

Employees will be paid the difference between any jury compensation they receive (excluding travel) and their regular wages for the time necessarily spent on jury service.

Seniority will continue to accrue to the employee while on jury duty.

E. Employees who are unable to perform their duties due to illness or disability, shall notify their immediate supervisor a minimum of one (I) hour before the start of their work shift if it is first shift and one and a half (1 1/2) hours before the start of their work shift if it is the second and third shift. Failure to call in advance may subject the employee to disciplinary action.

ARTICLE 23
UNPAID LEAVES OF ABSENCE

A. Leaves of absence for reasonable periods not to exceed one (I) year shall be granted. If a leave extends over thirty (30) days, the employee must pay benefits.

B. Applications for leave of absence shall be made in writing to the Employer. Employees granted leave of absence without pay will not accumulate sick days and/or seniority. Such leaves may be granted for:

1. Public office

2. Illness leave – Such leaves may be used for illness in the immediate family. The determination to be made between the employee and Employer.

3. Educational

4. Union Office

5. Personal Leave – An employee shall be granted a personal leave of absence without pay upon administrative approval up to a maximum of thirty (30) working days. Such leave shall be granted if the Employer has a qualified replacement available from the bargaining unit. If a qualified replacement is not available from the bargaining unit, the Employer may hire a substitute who is qualified to perform the work. The request for the leave must be submitted ten (10) working days in advance except for emergencies. The employee shall return to his/her position at the expiration of the leave and no seniority shall accumulate during the leave. The leave may be extended, upon request of the employee, at the discretion of the Employer.

6. Military Leave

   a) Any Union member who is inducted into any branch of the armed forces shall be granted a military leave, without pay, for the duration of their inducted service.

   b) Any Union member who receives an honorable discharge from the armed forces and applies for re-employment within ninety (90) days of receipt of said discharge, shall be reinstated as soon as a position for which the Union member is qualified is available.

   c) Union members so re-employed shall be reinstated without loss of status or seniority.

7. Family and Medical Leave Act (FMLA)

   a) Notwithstanding any other provision of this Agreement, the Employer reserves the right to establish procedures for the implementation of the Family and Medical Leave Act and to exercise those rights afforded to Employer's under the law and the rules adopted for the implementation of the Act by the federal government.

   b) The Board will post and make copies of the Act and the rules and regulations adopted by the federal government available for review through supervision.

   c) Paid time off (sick leave and personal business) which corresponds to the reasons for

which unpaid time off must be authorized under the Act, will be counted for purposes of fulfilling the twelve (12) week obligation under the Act. With the exception of seven (7) sick leave days which may be held in reserve by the employee pending his/her return to work, employees absent under the provisions of the Act will be required to utilize paid leave time (sick leave and personal business) and vacation time prior to being placed on unpaid leave time as afforded under the Act.

C. When an employee is subpoenaed to serve as a witness in Court action involving employment with the Linden Board of Education during his/her normal working hours, such service will be included as his/her regular assignment and he/she will receive his/her regular pay. Transportation expenses incurred by the employee will be paid by the Board. Payment resulting from court service on a working day shall be returned to the school district through the Superintendent's Office within five (5) days.

D. Upon exhaustion of authorized paid leaves of absence, any unpaid absences (dock days) must be approved by the immediate supervisor in advance. Failure to obtain advance approval for an unpaid absence may result in discipline up to discharge.

ARTICLE 24
INSURANCE BENEFITS

A. Each full-time employee, excluding Special Education Paraprofessionals who works a regularly assigned schedule of at least an average of thirty (30) hours per week will be entitled to premium payments toward one (1) of the following health care plans with the Board paying the following amounts. The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in the MESSA ABC Plan I, the deductible will automatically adjust to meet the federal minimum requirement.

1. MESSA Choices
   $500/$1000 deductible 0% Coinsurance
   $20 Office Visits / $25 Urgent Care / $50 Emergency Room / 5-Tier Prescription

   MESSA ABC Plan I
   $1500/$3000 deductible($ I ,600/$3,200 beginning 1/1/2024) 0% Coinsurance
   $0 Office Visits / $0 Urgent Care / $0 Emergency Room / 5-Tier Prescription

   The above rates shall be adjusted according to PA 152. All employee contributions towards health care will be paid thru a Section 125 Plan over a twenty (20) or twenty-six (26) pay period cycle.

   The Linden Educational Support Personnel will have the ability to select the Insurance carrier(s) and level of benefits for the bargaining unit member(s). If changing the current medical plan options the association shall notify the District and MESSA Representative of such changes at least one month prior to open enrollment with an implementation date of January 1, of each subsequent year.

   The District shall offer a Flexible Spending Account in accordance with IRS Section 125.

2. Delta Dental insurance plan (70/70/60 or reasonable and customary charges with an annual maximum of $1,000) including the cost neutral (free) Delta Preferred Option POS (point of service). The DPO POS is effective November 1, 2004. Riders: 2 cleanings.

3. VSP-3 Vision Plan.

4. $18,000 group term life insurance for those enrolled in health insurance or $20,000 if not enrolled in health insurance.

5. Employees enrolled in health insurance shall not receive employer paid short term or long term disability insurance. However, these employees may purchase short term and long term disability at the group rate through the district if allowed by the insurance carrier.

The hours of employees permitted to work in more than one (1) position within the bargaining unit may be combined for purposes of insurance benefit eligibility.

B. Employees, excluding Special Education Paraprofessionals, who work a regularly assigned schedule of at least an average of twenty (20) hours per week and those working thirty (30) hours per week without health insurance coverage will receive $150 per month from the Board which I) may be applied to a 403(b) tax deferred annuity carrier approved by the Board of the employee's choice 2) or toward premium payments toward short-term disability insurance at the current rate 3) or as a Cash

Payment.

C. The Board shall develop and implement a qualified document which complies with Section 125 of the Internal Revenue code (the "Plan"). To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

The Board and the Employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to the TOA.

Should the Parties negotiate changes in the Collective Bargaining Agreement the Plan document shall be amended to reflect these changes.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

Notwithstanding any other obligations in this Agreement, the District reserves the right to, in its sole discretion, select a health insurance carrier which offers a plan that provides "minimum coverage" pursuant to 26 U.S.C. § 36B(c)(2)(C)(ii). The District shall not be obligated to select the same health insurance carrier for a plan offered pursuant to this section as the health insurance carrier(s) providing health insurance to other bargaining unit members.

The employer shall pay no more of the total annual cost for any medical benefit plan than permitted pursuant to Section 3 or Section 4 of the Publicly Funded Health Insurance Contribution Act, MCL 15.561, et seq.

Payment for the above-mentioned insurances shall be made through a check made payable to Linden Community Schools by the lst of each month, with a ten (10) business day grace period. Should the payment not be received by the end of the grace period, the District will terminate health insurance coverage through the carrier.

D. Coverage will begin the first full month of employment or the first of the month after a seniority employee transfers to a position which exceeds the thirty (30) hour per week requirement.

Special Education Paraprofessionals who are regularly scheduled to work twenty-five (25) or more hours per week will be entitled to the following:

1. $20,000 group term life insurance.

2. Long-term disability with a sixty (60) calendar day waiting period.

3. $150 per month which I) may be applied towards an annuity through the district 2) or toward the purchase of any insurance offered to the other employees covered by this Agreement (health, dental, vision and short-term disability) subject to the limitations of the carrier or 3) as a Cash Payment.

E. All support staff classifications may purchase, at their discretion any insurance coverage that is offered in the bargaining agreement. (Subject to the limitations of the carrier.)

Alt support staff classifications shall be notified by at least one month prior to open enrollment each year announcing costs and procedures for the following year.

ARTICLE 25
HOLIDAYS

A. All regular, part and full-time personnel will be eligible for the following annual paid holidays:

SCHOOL YEAR EMPLOYEES	FULL YEAR EMPLOYEES
Labor Day	Independence Day
Thanksgiving	Labor Day
Day following Thanksgiving	Thanksgiving
Christmas Eve	Day following Thanksgiving
Christmas Day	Christmas Eve
New Year's Eve Day	Christmas Day
New Year's Day	New Year's Eve Day
Good Friday	New Year's Day
Memorial Day	Good Friday
	Memorial Day

B. In order to qualify for holiday pay, eligible employees must work their last scheduled working day preceding the holiday and their first scheduled working day following the holiday, unless they have been excused by the Employer or are on approved leave of absence or vacation.

C. Employees will be eligible for holiday pay only for holidays occurring within thirty (30) calendar days after exhaustion of paid accumulated sick leave.

ARTICLE 26
VACATION
(Twelve Month Employees)

A.	One (1) school year	40 hours -- five (5) days
	After the completion of two (2) years and thru the fifth (5th)	80 hours -- ten (10 days
	After the completion of fifth (5th) year	120 hours – fifteen (15) days

B. Employees after five (5) years of service may receive an additional week of vacation without pay, with the approval of the employee's supervisor, provided that not more than five (5) do so at a time.

C. Vacation rate of pay is determined by the employee's current rate of pay.

D. Vacation must be approved in advance by the employee's supervisor. Employees may take single days of vacation providing they have the advance approval of their supervisor. Approval for vacation shall consider both the wishes of the employer, the employee and the efficient operation of the department concerned.

Vacation requests in excess of four (4) working days must be submitted to the employee's supervisor at least ten (10) working days in advance of the requested vacation days. Vacation requests shall be returned in a timely fashion.

E. Priority for vacation schedules not previously approved shall be determined by seniority.

F. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

G. A vacation may not be waived by an employee and extra pay received for work during that period.

H. If an employee becomes ill and is under care of a duly-licensed physician during his/her vacation, his/her vacation will be extended for said days. A written report from that physician shall be required. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of earned vacation.

I. If a regular pay day falls during an employee's vacation, he/she will, upon request, receive that check before going on vacation. Should an employee change his/her vacation, he/she must make a request for his/her check two (2) weeks before leaving, if he/she desires to receive it in advance.

J. If an employee is laid-off due to lack of funds or work, or retired, he/she will receive any unused vacation credit including that accrued in the current fiscal year. A recalled employee who received credit at the time of layoff for the current fiscal year, will have such credit deducted from his/her vacation the following year.

K. Employees will be paid their current rate while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 27
CONTINUING EDUCATION

When approved by the administration, the enrollment fee for any employee desiring to enroll in a course pertaining to the work being done by the employee, offered through the continuing education services of an approved institution, shall be paid by the administration. When approved by the administration, fees and expenses of employees shall be paid for attendance at conferences, workshops and in-service training sessions. Paraprofessionals may use up to $200 for conferences during each school year.

ARTICLE 28
DRUG AND ALCOHOL TESTING

A. The parties mutually recognize the importance of maintaining an educational and work environment free of controlled substances and alcohol that is both safe and orderly for students and employees and maintains the public trust and confidence. To this end, the parties agree that being under the influence of, the sale, possession, or use of alcohol or controlled (illegal) substances while on district premises, in the district vehicles or while attending to job related responsibilities while on duty away from the work site is prohibited.

Lockers, desks, storage areas, district vehicles and other areas where employees may store items on property of the district may be inspected where the District has reasonable suspicion and only then in the presence of the employee and the steward.

For purposes of searches conducted under Section A, reasonable suspicion searches must be based on specific contemporaneous, articulable observations such as, but not limited to, appearance, behavior, speech or body odors as observed by supervision.

ARTICLE 29
MISCELLANEOUS

A. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Such provisions shall be subject to negotiations in a Special Conference.

B. Working days, when used throughout this Agreement, will constitute unit working days.

C. Subject to the negotiations required in Article 17 regarding the impact of changes in duties, the Employer reserves the right to establish job descriptions and change the job descriptions from time to time.

The Employer will provide new employees with a copy of their job descriptions at the time of initial employment.

If any job descriptions are to be amended, prior to making the amendments the administration shall provide notice to the Union President that changes are being instituted. If requested, a meeting will be conducted within ten (10) work days of the receipt of notice to provide an opportunity for the Union President to provide input prior to distribution of the changes to the affected employees. Any changes instituted by the administration will be distributed in a timely manner.

D. This Agreement shall supersede all prior rules, regulations or practices of the Board which may be contrary to the terms of this Agreement. It shall likewise supersede all prior agreements or understandings with respect to any employee or the Union.

E. The Board and the Union shall split the cost of providing a copy of this Agreement to each employee.

F. The Board and the Union expressly declare that they have bargained in good faith with respect to all phases of wages, hours and working conditions and that this Agreement represents their full and complete agreement, without reservation or unexpressed understanding.

G. In the event an employee sustains an occupational injury, he/she will be covered by applicable Workers' Compensation Laws.

H. 1. Employees will receive their annual step increase on their anniversary date of hire. Upon reaching the maximum of the salary schedule, any negotiated increases will occur on July 1 of each year.

2. Eligibility is met under the following criteria:

a) Completion of the probationary period; and

b) On unpaid leave or layoff for not more than thirty (30) consecutive work days which would adjust an employee's seniority date to occur within the subsequent six (6) month interval. If an employee's seniority date is adjusted to fall within the subsequent six (6) month interval, his/her new wage adjustment will be changed to correspond with his/her new seniority date.

I. The Board will reimburse the cost of tuition for maintenance employees who submit the necessary certification that they have satisfactorily completed courses related to their work for the school district, provided such courses have been approved in advance by the Board.

J. 1. The State Aid Act allows a school district hours/days when school does not have to be scheduled as a result of circumstances out of the control of the district. All bargaining unit employees shall be entitled to up to six (6) Act of God days, equal to their daily hours worked. These days may only be used when school is closed due to circumstances out of the district's control.

2. On such days, all unit employees shall be paid. Employees who are required by their immediate supervisor to work on Act of God days shall receive compensatory time equal to all hours worked. Requests for time off using compensatory time accumulations must have the advance approval of the supervisor.

Example: If a maintenance employee works twelve (12) hours on a snow day (two (2) days allowed per school year), employee will receive twelve (12) hours at their regular pay rate and twelve (12) hours of compensatory time.

3. On any additional Act of God days beyond the six (6) allotted days, any employees that are required to work will receive pay. Cafeteria employees, playground/lunchroom, Paraprofessionals, and Paraprofessionals will be paid when the days are made up. Head Cooks must report to work, if necessary, on all additional Act of God days to take care of food or deliveries and will be paid straight time for all hours worked (minimum of two (2) hours).

4. If any twelve-month (12) employee cannot get to work on the additional Act of God days, they may, after exhausting all possible ways of getting to work, use a sick day, vacation day or personal day so as not to suffer any loss of wages.

5. Any employee whose job assignment is interrupted by a partial school closing may be reassigned.

6. Ten (10) month employees may choose to use a personal day on any Act of God days that exceed the six (6) days outlined in J-1 above.

K. Regarding theft and damage to an employee's equipment, the Board will reimburse employees the difference between the amount received by the employee's insurance company and/or the amount of the total claim to the employee's personal vehicle and tools, used on the job, providing the supervisor had prior knowledge and approved the use of such.

L. The immediate supervisor shall provide to the maintenance employee a list of personal tools required for use on the job. Upon presentation to the immediate supervisor that the personal tool was damaged or worn out due to normal use on the job, the district shall purchase and replace the tool with a comparable tool based upon its replacement value.

M. The District makes available a 403(b)-retirement plan ("Plan"). Participation in the Plan is universally available on a voluntary basis. Upon appropriate written authorization from a Member, contributions to the Plan will be made via payroll deductions.

N. Severance Pay in appreciation for services rendered the district, a severance payment will be offered,

except in cases of discharge, on the basis of unused accumulated sick hours. A lump sum payout of $1.50 per unused sick hour for the employees with less than five (5) years of service to the district, $2.25 per unused sick hour for employees with five (5) through eight (8) years of service to the district, and $3.12 per unused sick hour for employees with nine (9) years or more of service to the district shall be made to a maximum of $1,000.

O. Employees will receive paid Professional Development Days for up to 20 hours per the Teacher Calendar. Employees will receive compensation for each PD hour they attend. Employees must be in attendance at any professional development offered on the dates in order to receive compensation. Suggestions brought forward by LESPA employees to the administration will be reviewed and considered.

P. Per employee request to the respective building principal and allowed by the Federal Educational Right and Privacy Act (FERPA), all bargaining unit members that are in regular contact with students who have an IEP that includes behavioral supports will be provided a copy. Additionally, any updated plans shall be provided to those employees. Said members will be held accountable for implementation of the supports outlined in the documents provided by both the evaluation process and matters relating to the Office of Civil Rights. For employees who work with Special Needs students on a continual basis, the District will provide an opportunity for their written input and feedback before all IEP/504/ Behavioral Planning meetings.

ARTICLE 30
TERMINATION AND MODIFICATION

A. This agreement shall be in effect as of July l, 2025, and remain in effect until June 30, 2028.

B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party with ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, given written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party, giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect form year-to-year thereafter subject to notice or termination by either party with sixty (60) days written notice prior to the current year's termination date.

IN WITNESS WHEREOF, the parties herein have caused this instrument to be executed on July l, 2025:

LINDEN COMMUNITY SCHOOLS

Superintendent

Shawn Luck - BOE President

LINDEN EDUCATIONAL SUPPORT PERSONNEL/MEA

Misti Thanton - ESP President

APPENDIX "A"
CLASSIFICATIONS AND RATES

Maintenance employees have traditionally received stipends monthly for cell phone-related expenses. Due to a conflict related to the property owner of the cell phone number, employees will no longer receive this. In lieu of this, Maintenance employees' clothing allowances have increased by $200/year.

To be eligible for advancement on the wage schedule on July 1st of each year, the employee must have been employed prior to January 1st of that calendar year and they shall advance one-step on the wage schedule.

A. MAINTENANCE

Maintenance III

Years Exp	2025-26	2026-27	2027-28
1	$21.85	$22.51	$22.96
2	$22.09	$22.75	$23.20

Maintenance II

Years Exp	2025-26	2026-27	2027-28
1	$18.83	$19.39	$19.78
2	$19.06	$19.63	$20.02

Maintenance I

Years Exp	2025-26	2026-27	2027-28
1	$17.46	$17.98	$18.33
2	$17.65	$18.18	$18.54

1. In the event the district requires the Maintenance III classification to possess certain license(s), the following annual stipends will be paid to the affected individual(s):

Name of License	Amount for 2025-28
Building Contractor	$5,278.71
Electrical	$5,278.71
Mechanical Contractor	$5,278.71
Journey Plumber	$5,278.71

2. In the event the district requires the Maintenance I and II classifications to possess certain license(s) the following annual stipends will be paid to the affected individual(s):

Name of License	Amount for 2025-28
Building Contractor	$5,278.71
Electrical	$5,278.71

3. Annual stipends for Maintenance I, II, and III will increase/decrease annually based on wage rate percentage increase/decrease for Appendix A.

4. If the district removes the licensing requirements of the position while the position is occupied, the annual amount will not be discontinued for the incumbent employee. If

additional licenses are required while the position is occupied, the employee will be given a reasonable timetable under which to obtain the license.

5. Annual stipends for Maintenance I, II, and III will increase/decrease annually based on wage rate percentage increase/decrease for Appendix A.

6. Maintenance employees shall receive four hundred dollars ($400) for the purchase of work uniforms/footwear in their first year of employment on the payroll after 90 days of work completion. In each succeeding year of employment Maintenance employees shall receive three hundred twenty-five dollars ($325) for the purchase of work uniforms/footwear on the last payroll in September.

B. FACILITY SERVICES

Facility Services

Years Exp	2025-26	2026-27	2027-28
1	$17.45	$17.97	$18.33
2	$17.65	$18.18	$18.54

C. PARAPROFESSIONALS

Paraprofessionals (Including Playground Aides/Lunchroom Aides, Special Education Paraprofessionals, and Hall Monitors)

Years Exp	2025-26	2026-27	2027-28
1	$16.18	$16.67	$17.00
2	$16.50	$17.00	$17.34

1. Paraprofessionals shall receive one hundred fifteen dollars ($115) for the purchase of work uniforms/footwear within the first ninety (90) days. In each succeeding year of employment Paraprofessionals shall receive one hundred fifteen dollars ($115) for the purchase of work uniforms/footwear in the first week of August.

Mandatory In-service – Minimum Wage.

D. COOKS

Head Cook

Years Exp	2025-26	2026-27	2027-28
1	$16.76	$17.26	$17.61
2	$17.00	$17.51	$17.86

Cook

Years Exp	2025-26	2026-27	2027-28
1	$16.17	$16.66	$16.99
2	$16.39	$16.88	$17.22

Cook Aide

Years Exp	2025-26	2026-27	2027-28
1	$15.37	$15.83	$16.15
2	$15.53	$16.00	$16.32

1. Any food service employee who works a banquet will be paid an additional $1.50 an hour over his/her hourly rate of pay.

2. Cafeteria employees shall receive one hundred eighty dollars ($180) for the purchase of work uniforms/footwear within the first ninety (90) days. In each succeeding year of employment Cafeteria employees shall receive one hundred eighty dollars ($180) for the purchase of work uniforms/footwear in the first week of August.

3. Employees permanently transferring between job classifications (defined as a change in job title, i.e., Recess Aide transfers to a Cook position, etc.), the employee will be placed at their current step.

LONGEVITY

Beginning with her/his **fifth (5th)** year of employment in the bargaining unit, each employee shall receive, in the first pay in December, a payment in consideration for longevity as listed below. Since the special education aides were not accreted into the bargaining unit until October 26, 2005, in keeping with the above eligibility requirements to receive longevity, the special education aides will accrue time towards longevity as of October 26, 2005, for time worked as a special education aide as well as any time worked prior to October 26, 2005, in any of the following bargaining unit classifications:

Head Cooks, Cooks, Cook Aides, Facility Service, Maintenance, Special Education Paraprofessionals, Title I Instructional Aides, At-Risk Resource Coordinator, In-School Suspension Room Aides, Integrity Responsibility and In-School Restriction Aides.

5th Year	$200
10th Year	$300
15th Year	$350
20th Year	$450
25th Year	$850

An employee must have completed four (4) years of service on or prior to June 30th of each year. If an employee was on an unpaid leave of absence for more than fifty percent (50%) of the employee's employment year ten (10) months for school employees or twelve (12) months for full year employees), that year will not count toward service credit in calculating years of service to receive longevity.