

AGREEMENT

Between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 30, AFL-CIO**

And

**LINDEN OAKS/
SPEECH AND LANGUAGE DEVELOPMENT CENTER INC. (SLDC)**



JULY 1, 2025 THROUGH JUNE 30, 2028

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AGREEMENT

This Agreement entered into this 1st day of July 2025, by and between **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30**, hereinafter known as the “Union”, and **LINDEN OAKS (SPEECH AND LANGUAGE DEVELOPMENT CENTER (SLDC))**, hereinafter known as the “Employer.”

ARTICLE 1 – PREAMBLE

Section 1. The purpose of this Agreement is to set forth the understanding between the Employer, and the Union, and to establish an equitable and harmonious relationship that will enable the Employer to prosper and operate efficiently under competitive conditions while providing the employees with fair wages and working conditions in accordance with the language of this Agreement, and to facilitate orderly adjustments of grievances, complaints and disputes which may arise from time to time between the Employer and the Union.

ARTICLE 2 – RECOGNITION

Section 1. The Employer agrees to recognize the Union, its designated agents and representatives, and its successors as the sole and exclusive bargaining agent with respect to hours, wages and working conditions of all employees coming under the jurisdiction of this agreement, included in the bargaining unit certified by the NLRB in case number 21-RC-339300 defined as follows:

Included: All full-time and regular part-time employees in the following job classifications: Drivers, Nutrition Coordinators, Staff Accountants (Billing Accounting Technicians), Life Coach 1, Life Coach 2, Paraprofessionals, Administrative Assistants, Certified Occupational Therapist Assistants, Maintenance, Receptionists, and Fleet Coordinators, Medical Assistant, Speech Language and Pathology Assistant (SLPA), employed by the Employer at its facilities located at 8699 Holder Street, Buena Park, CA 90620 and 43385 Business Park Drive, #140, Temecula, CA 92590.

Excluded: All other employees, employees in the following job classifications: Board Certified Behavioral Analysts, Early Intervention Specialists, Executive Assistants, Occupational Therapists, Speech Therapists, Teachers, Teachers on Special Assignment, Counselors, Human Resources, Education Specialists Interns, Philanthropy Associates, Adapted Physical Education, Payroll Managers, managerial employees, confidential employees, guards, and supervisors as defined in the Act.

Section 2. The Company agrees to provide space for one (1) bulletin board supplied by the Union, which shall be no larger than three feet by five feet. This bulletin board shall

be for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, or any other person or employee. All postings must be printed on official Union letterhead and signed by an officer of the Local. The Company shall also allow any official postings as mandated and prescribed by any government agency. The Union indemnifies and will hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin board.

ARTICLE 3 – NONDISCRIMINATION

Section 1. Neither the Union nor the Employer, in carrying out its obligations under this Agreement, shall discriminate unlawfully against any employee or applicant because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, physical or mental status, physical disability, mental disability, genetic information, gender identity, gender expression, veteran status, or other status protected by applicable federal, state, or local laws.

Section 2. Linden Oaks is committed to providing a work environment that is free from all forms of unlawful harassment and retaliation as defined by applicable federal, state and local laws. This applies to all aspects of employment. Linden Oaks will make every effort to ensure that all employees are aware that every complaint of unlawful harassment or retaliation made by a bargaining unit employee to the Employer will be promptly, thoroughly, and impartially investigated and resolved appropriately.

ARTICLE 4 – UNION SECURITY AND DUES CHECKOFF

Section 1. Subject to the provision of the Labor Management Relations Act of 1947, as amended, it shall be a condition of employment that all employees covered by this agreement shall, within 30 days of the execution of this Agreement, become and remain members of the Union in good standing. Additionally, it shall be a condition of employment that all employees covered by this Agreement shall after completing 30 days of employment in the covered classification, become and remain members of the Union in good standing.

Section 2. The Employer shall provide new employees with written notice provided by the Union with the information describing how to become members of the Union in good standing (including a link to access an online dues checkoff authorization) as set forth in the provisions of this Agreement covering Union security and dues checkoff. Upon receipt of a signed written authorization from the employee, the Employer shall deduct Union initiation fees and dues uniformly required by the Union from the wages of each employee. The Parties recognize, however, that deductions for other legitimate reasons (taxes, benefit premiums, garnishments,

etc.) will be deducted first, and if there is not sufficient pay remaining for deduction of dues, the Employer shall not be responsible for advancing any wages and the employee will be solely responsible for the direct payment of dues. The Employer agrees to forward such initiation fees and dues to the office of the Union monthly.

Section 3. Employees who are required to maintain their membership in good standing with the Union and fail to do so, or those who are required to join the Union and fail to do so, shall be terminated following ten (10) business days written notice from the Union to the Employer.

Section 4. The Employer agrees to furnish the Union each month with the name(s) of all newly hired employees covered by this Agreement, their addresses, classifications, dates of hire and the name(s) of terminated employees and date(s) of termination. The Employer shall also provide, on a monthly basis, the name(s), addresses, and classifications of employees who were previously ineligible to be members of the Union but who have become eligible for such a representation due to a change in job status.

Section 5. The Union shall indemnify and hold harmless the Employer from any claims, demands, suits or other forms of liabilities arising from the Employer's compliance with this article.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 1. Except as expressly modified by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer; the Union waives the right to bargain collectively with respect to the Employer's exercise of such managerial rights, prerogatives and functions during the term of this Agreement. The parties acknowledge that the Union retains its rights to bargain about the effects of such acts or actions by the Employer. The Employer has the sole and exclusive judgment and discretion to manage the business, to direct, control and schedule its operations and work force, and to make any and all decisions affecting the Employer or the participants in its programs, whether or not specifically mentioned herein and whether or not heretofore exercised, provided it does not contradict any specific provision set forth in this Agreement. Examples of such Employer prerogatives include, but are not limited to, the following sole and exclusive rights to:

hire, promote, lay off, recall, and assign Employees; transfer Employees, and deny any transfer request; reprimand, suspend, discharge, and otherwise discipline Employees for just cause; select, determine and change the number of Employees employed, including, but not limited to, the number assigned to any particular work or job classification; direct and schedule the work force; determine and change the location and type of operation, including service areas; determine and change all methods, procedures, services provided, facilities, standards and operations to be utilized, including the right to require Employees to work overtime or past their

scheduled time and determine, schedule and change when overtime shall be worked; install or remove equipment; transfer or relocate any or all of the operations or business to any location or discontinue such operations, by any manner, in whole or in part at any time; establish, increase or decrease the number of work shifts and their starting and ending times; determine and change the work duties of Employees; expand, reduce, alter, combine, transfer, assign or cease any job, job tasks, operation or service; control and regulate the use of facilities, equipment and other property of the Employer; to reasonably: promulgate, post, amend, revise and enforce policies, work rules, regulations and practices, including, but not limited to policies and rules governing Employee conduct, background checks, and the use of alcohol and drugs and testing with respect to alcohol or drug use; train and cross-train Employees; to reasonably: establish, change, combine or abolish job classifications ; determine and change work performance levels and standards of performance, including standards of productivity, quality and efficiency; engage in continuous quality improvement,; pay in excess of the amounts specified in this Agreement; determine, maintain and change the efficiency of operations; determine, maintain and change all programs relating to instruction and care of participants.

Section 2. The Employer's exercise of any such right, prerogative or function reserved to it under this Article is not subject to grievance and arbitration procedures contained in this Agreement, except the exercise of such rights shall be executed in a reasonable manner.

Section 3. This Article shall survive the expiration of this Agreement and shall remain in full force and effect during any period where the Employer and Union are continuing to negotiate for a successor agreement.

Section 4. The Employer will maintain status quo as required by the National Labor Relations Board during negotiations of a successor contract. The Parties will make best efforts to extend the expired agreement during successor negotiations.

ARTICLE 6 – UNION REPRESENTATIVE AND ACCESS

Authorized representatives of the Union shall be permitted to visit all properties wherein employees covered under this Agreement are working to assist in the adjustments of grievances and to attend meetings with the Employer, provided:

1. In the event the Union Representative needs to meet with the members, they will meet before the students arrive and after the students depart. The Union will provide twenty-four (24) business hours of advance notice of the visit to Human Resources in writing. The Union Representative may utilize the employee break room to meet with members.
2. The visiting Union Representative must notify a Human Resources representative at the work site upon arrival;

3. The visiting Union Representative may not in any way interrupt the work of any employee nor disrupt the Employer's operations in any way;
4. The visiting Union Representative shall conform to the rules and policies applicable to any other visitor to the work site, and shall wear any required health, safety and/or sanitary equipment in work areas.

The Employer retains the right to refuse entrance to Linden Oaks property or remove any Union Representative from a work site for non-compliance with the requirements of this section.

ARTICLE 7 – UNION STEWARDS

- Section 1. The Employer agrees to recognize the rights of the Union to designate two (2) Union Stewards. The function of the Steward will be to report to the Union Staff Representative alleged infractions of the Agreement, present grievances and investigate alleged grievances so that they may be properly presented, be present upon request of the employee at investigatory interviews that may lead to discipline. Stewards are required to conduct all other union businesses on non-working time, unless requested to participate in a meeting during working time by the Employer. Non-working time shall include breaks, lunch, and before or after the employee's scheduled shift.
- Section 2. The Union shall notify the employer at least yearly (by July 1st) of the names of the employees trained and qualified to serve as Stewards.
- Section 3. When an employee requests a steward to be present during an investigatory interview, the steward will be given adequate notice by the Employer. If a steward is not readily available, a Union representative shall attend instead and will be given twenty-four (24) hour notice to make arrangements to attend. Stewards will be given permission by their Supervisor to leave their work area when called upon without loss of pay.
- Section 4. With two (2) weeks' written notice from the Union, the Employer will release the Union Stewards for two (2) unpaid days each calendar year to attend the Union Stewards training seminar. The Union's notice shall provide the date, time and location of the seminar. The Employer will make every effort to release the Stewards to attend as long as it does not interfere with the operations of the Employer.
- Section 5. The representative of the Union shall have the right to contact employees at work with respect to this agreement but shall not interrupt the operations of the Employer.

ARTICLE 8 – GRIEVANCE/ARBITRATION PROCEDURE

A “grievance” shall be defined as a claim or dispute raised by an employee or the Union with respect to the application or interpretation of the terms of the Agreement, except for employment claims as defined in Section 5. The time limits set forth below may be extended by mutual agreement.

Section 1. Every effort will be made by the employee and Union representative to settle all issues in dispute with the immediate Supervisor. In the event the employee and Union Representative and the Supervisor are unable to arrive at a satisfactory adjustment of the issue, and if the Union wishes to pursue the matter, they must submit a written notice of the grievance to Human Resources within ten (10) working days of the event being grieved or from when the employee or the Union reasonably should have first become aware of the event. Such a written notice must cite the nature of the alleged grievance and must specify the Article and Section of the Agreement which they believe has been violated.

Section 2. A meeting will be held within ten (10) working days after the written notice of the grievance is submitted to Linden Oaks Human Resources to discuss the grievance. The employee may elect to have a Union Representative present at this meeting. The Employer shall have five working days after the meeting to notify the Union of their decision.

If the Employer does not provide a written response, the grievance is presumed to be denied.

If the employee or Union fails to provide a grievance or progress any grievance to the next step within the time limits described in this Article, the grievance will be denied as untimely and may not be appealed to the next step. Failure to appeal the grievance to the next step will result in denial of the grievance as untimely.

Section 3. Mediation: If a satisfactory disposition of the matter is not reached within twenty (20) working days from the date the written grievance was first received by the Employer, the matter then shall be subject to the mediation upon mutual agreement of the parties and/or arbitration procedure as outlined.

The properly accredited officers or representatives of both parties to this Agreement shall be authorized to settle any alleged grievance arising out of the interpretation of this Agreement.

In the event a resolution of the dispute cannot be reached through mediation, the matter may proceed to arbitration, before a neutral selected through FMCS.

Section 4. Arbitration: Arbitration must be demanded within five (5) working days of the conclusion of mediation, or if no mediation is conducted, within thirty (30) working days after the Employer’s decision denying the grievance under Section 2 of this Article. The parties will request a list of seven (7) qualified arbitrators and shall make their selection by exercising mutual strikes until one name remains. For the

first arbitration under the terms of this Agreement, the parties will toss a coin to determine who strikes first. The first strike shall then be alternated for each successive arbitration panel struck. The costs of the arbitrator and any arbitration costs for a court reporter and arbitration transcripts shall be equally shared by the parties. Each party shall be responsible for the preparation and presentation of their own case. The cost for a translator shall be borne by the party calling the witness, except for a translator for the grievant, which will be borne equally by both parties. The parties shall be responsible for their own legal fees.

The parties agree that the submission to the arbitrator shall be based solely upon the original written grievance submitted in the grievance procedure, except that the arbitrator is expressly empowered to decide any issues arising under Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act that are related to the issues presented by the grievance. An arbitrator shall not review more than one grievance on the same hearing date or series of hearing dates, except by mutual agreement of the parties. The decision of the impartial arbitrator will be final and binding on the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement. The arbitrator shall not deprive the Company, or the Union of any rights expressly or impliedly reserved to them. For grievances involving terminations of employment, any awards for back pay by an arbitrator shall be further mitigated by unemployment compensation received, if any, and any compensation the employee received.

Section 5. Statutory Disputes: Excluding any Grievable matters under the collective bargaining agreement as outlined in this Article above (that are not waived by the Union), the parties expressly agree that all other legal claims arising out of employment, including but not limited to wage & hour, discrimination, harassment, and retaliation claims, which may be asserted by any bargaining unit employee, or against any bargaining unit employee by the Employer, shall be solely and exclusively resolved pursuant to the special arbitration procedures as follows.

All such claims shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. Any substantive or procedural rights that a bargaining unit Employee may have to bring or participate in an action brought on a class or collective basis, or to pursue legal claims in a court of law or in a trial by jury, are hereby unequivocally waived. The only exceptions to binding arbitration shall be claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical disability benefits or other forms of compensation under the California Workers Compensation Act, Employment Development Department, individual claims for wages brought before the Labor Commissioner or disputes not subject to arbitration under law, including but not limited to disputes relating to sexual harassment and/or sexual assault brought under state or federal law unless the employee voluntarily elects to submit such disputes to arbitration. Moreover, nothing herein shall prevent the employee from filing and pursuing proceedings,

before the California Civil Rights Department, and the United States Equal Opportunity Commission (although if employee chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement) or any local agency that allows the employee to file an administrative charge or complaint.

All claims must be brought by filing a demand for arbitration within the applicable statute of limitations period under the state or federal law providing the basis for the claim. The Arbitrator shall have the authority to consolidate individual grievances for hearing but shall not have the authority to fashion a proceeding as a class, representative or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding. The procedures for selection of the arbitrator in Article 8 - Grievance/Arbitration Procedure, Section 3 shall not apply, and instead, the individual employee and the Employer shall proceed to arbitration pursuant and subject to the JAMS Employment Arbitration Rules and Procedures and the Federal Arbitration Act. The Employer shall pay all fees and costs related to the services of JAMS and the arbitrator. Each party shall pay for its own costs, expenses, and attorneys' fees, should they choose to be represented by counsel. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fees to the prevailing party. Any issue regarding the payment of fees or costs, and any disputes about the manner of proceeding shall be decided by the selected Arbitrator. The Local Union or Union shall not be a party to such and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief provided by federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The Arbitrator shall not have any authority to award relief that would require amendment of the Agreement or other agreement(s) between the Union and the Employer, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Agreement or other agreement(s) between the Union and the Employer.

ARTICLE 9 – NO STRIKE/NO LOCKOUT

During the term of this Agreement, there shall be no strike or lockout of employees. No employee shall engage in and neither the Union nor any employee shall induce, encourage, or incite any employee to engage in any form of strike, boycott, picketing, work slowdown, work stoppage or any other form of disruption of work. The Union shall take all reasonable and/or appropriate steps to cause any employee who engages in conduct in violation of this provision to cease such

conduct. No employee shall refuse to cross a picket line established by any labor organization if such refusal would result in the employee failing to perform work for the Employer hereunder. Any employee that refuses to cross any such picket line and not report to work or violates the provisions of this Article in any way, may be disciplined by the Employer up to and including discharge and such disciplinary actions shall not be subject to the grievance and arbitration provisions of this Agreement. The Employer will use all available legal means in the event of a wildcat strike or a labor disruption violating this agreement.

ARTICLE 10 – WAGES

Section 1. All current employees making less than the starting rate will be placed on the new starting rate scale in Exhibit “A” attached as of July 1, 2025. Any current employee whose pay is adjusted to the new starting rate and receives an increase of less than three percent (3%) shall receive an additional increase so that the total increase to their current wage rate equals three percent (3%).

All current employees who are at or above the starting wage scale shall receive an increase of three percent (3%) effective July 1, 2025. Employees will receive an annual increase of three percent (3%) on July 1, 2026 and an annual increase of three percent (3%) on July 1, 2027.

Section 2. Each employee will have a regular job classification title. When an employee is required to perform work in a classification other than their regular classification, their hourly rate shall be determined as follows:

When an employee temporarily works or works additional hours in a different job classification, they will continue to receive their current rate of pay, unless the other job classification offers a higher rate of pay. When a paraprofessional temporarily works or works additional hours as a van paraprofessional, they shall be paid at a rate of \$19.00 per hour for time worked as a van paraprofessional.

ARTICLE 11 – HEALTH BENEFITS

Section 1. All bargaining unit employees shall be eligible to participate in the health benefit plans offered by the Employer, including the EAP plan, Section 125 plans, and other voluntary insurance options, on the same basis as all other employees of the Employer. Any changes to the benefit plans, including plan providers, premium cost sharing, co-pays and out of pocket maximums, and plan terms, shall apply to bargaining unit employees in the same manner such changes are applicable to non-bargaining unit employees.

Section 2. School year employees will be provided options, upon request to Human Resources, to have payroll deductions made to cover their portion of health care

premium costs while on breaks when the employee is not receiving regular paychecks from which premium deductions are normally made.

ARTICLE 12 – 401K PLAN

Section 1. All employees 18 years or older who complete six (6) months of continuous service will be eligible to participate in the 401k plan offered by the Employer commencing on the first day of the month following eligibility.

Linden Oaks will match 100% on the first 3% of your salary deferral contribution, then match 50% on the next 2% of your salary deferral contribution.
The terms of the 401k plan, including the investment vehicles offered, may be changed by the Employer if such changes apply to all plan participants.

ARTICLE 13 – HOURS OF WORK

Section 1. Linden Oaks' normal hours of operations are from 5:00 a.m. to 6:00 p.m. Monday through Friday. Employees may be required to work outside of normal hours of operation to meet operational needs. Linden Oaks will not allow off the clock work.

Section 2. Regular full-time employees are defined as those who are scheduled to work thirty-two (32) hours or more per week.

Section 3. Regular part-time employees are defined as those employees who are regularly scheduled to work less than thirty-two (32) hours per week.

Section 4. Calendar year employees are defined as full-time or part-time employees scheduled to work twelve (12) calendar months per year.

Section 5. School year employees are defined as full-time or part-time employees who are regularly scheduled to work based on the school year calendar (less than 12 months).

Section 6. Employees that work more than five (5) hours in a workday are entitled to take an uninterrupted thirty (30) minute unpaid meal break which shall start before the end of the fifth hour of work. Employees who work more than ten (10) hours in a workday are entitled to take a second uninterrupted thirty (30) minute unpaid meal break which shall start before the end of the tenth hour of work. Employees must record their meal breaks by recording the start and end of each meal break in the timekeeping system.

Section 7. Employees who work more than three and a half (3.5) hours in a workday are entitled to take a ten (10) minute paid rest break each four (4) hours worked, or major fraction thereof, as set forth below:

Hours worked	Number of rest breaks
3.5 - 6	1
6 - 10	2
10 - 14	3

Rest breaks should be taken near the middle of each four (4) hours worked. Rest breaks cannot be combined with another rest or meal break.

Section 8. When employees are on field trips with students and are unable to have an uninterrupted rest break or meal period to keep students safe, the employer will pay employees meal and/or rest period penalties in accordance with California law.

Section 9. If an employee is not notified prior to the start of their scheduled shift not to come to work and shows up for their scheduled shift and is sent home by the Employer before completing half of their scheduled shift, the employee will be paid for a minimum of two (2) hours or half their scheduled hours of work for the shift, whichever is greater, up to a maximum of four (4) hours, as reporting time pay. This shall not apply, unless at the discretion of the Employer, where work is interrupted due to threats to employees or property, when civil authorities recommend that work cease, when public utilities fail to supply electricity, water or gas at the work site, or when there is an Act of God or other cause not within the Employer's control.

ARTICLE 14 – OVERTIME

Section 1. Employees who work more than eight (8) hours per day or forty (40) hours per week and for the first eight (8) hours worked on the seventh consecutive day in a workweek will be paid overtime at the rate of one and one-half times the regular rate of pay.

Section 2. Overtime will be paid at two times the regular rate of pay for all hours worked, more than twelve (12) hours in a workday, or more than eight (8) hours on the seventh consecutive day worked in a work week. Only hours actually worked shall count for computing overtime. Holidays, vacation days, sick days, and any other paid or unpaid non-working time does not count as time worked for computing overtime. All Employer required meetings shall count for computing overtime.

ARTICLE 15 – HOLIDAYS

The Employer will provide all employees with the following twelve (12) paid holidays at the employee's regular rate of pay based on their regularly scheduled daily hours of work.

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving*
Juneteenth*	Christmas Day
<i>*(year-round employees only)</i>	

To be eligible for holiday pay, employees must work their regularly scheduled work shift preceding and following the holiday or have advance approval by Human Resources for the absence.

If an observed holiday falls during an employee approved vacation period, an eligible employee will be paid for the holiday and will not be charged with a vacation day. Should any of these holidays fall on a day other than a regularly scheduled workday, the holiday shall be observed either the last regularly scheduled workday preceding or the first regularly scheduled workday following the holiday.

Employees on leave of absence are ineligible to receive holiday benefits for holidays observed during their leave of absence period.

ARTICLE 16 – VACATION

Year-round employees are entitled to paid vacation based on hours worked following the completion of the probationary period.

Employees do not earn or accrue vacation benefits while on leave of absence. Vacation selection and scheduling will be done in accordance with the following procedures:

1. Vacations will be selected and scheduled by the department in accordance with seniority. Seniority for vacation selection and scheduling, will be defined as follows:
 - a. Bargaining Unit Seniority
 - b. If two or more individuals have the same bargaining unit seniority date, then continuous service date will determine vacation selection.
 - c. If two or more individuals have the same bargaining unit seniority and continuous service, then the individuals will select vacation in alphabetical order.
2. During the month of November eligible employees will be provided with a vacation schedule request listing eligible employees in descending order of seniority. The schedule will run from one (1) calendar year from January 1st to December 31st. The

number of employees allowed to schedule a vacation at any particular time may be limited by the Employer based on operational needs.

3. Employees may schedule Vacation to a maximum of their annual anticipated accrual at the time of vacation scheduling. Employees who do not schedule a vacation prior to November 30 will lose priority for vacation scheduling and any vacation request submitted after November 30 will be subject to the Employer's approval.
4. Approved vacation schedules will be posted on or before January 1st each year.
5. On separation from employment, accrued unused vacation pay will be paid out to the employee.
6. Once an employee reaches a cap of 240 hours of accrued vacation, the employee will cease accruing benefits until vacation is taken and the employee is below the accrual cap.

Vacation accruals for year-round employees are based on the scale below:

Length of Continuous Service	Vacation Accrual Per Pay Period
90 days – 1 year	3 hours
1 – 5 years	3.077 hours
More than 5 years	4.615 hours
More than 10 years	6.153 hours

ARTICLE 17 – DISCRETIONARY DAYS

The goal of discretionary days is to boost productivity and morale by providing certain compensated periods for use to rest, to relax, and/or to tend to personal matters. The Employee must submit a request at least two weeks in advance of the time off. Exceptions may be made with approval of Human Resources for emergent situations. Discretionary hours are accrued based on the number of hours worked per week. Employees do not accrue discretionary hours during any period that they are not working due to leave of absence and break periods. Discretionary hours can be used in minimum increments of 2 hours. Discretionary hours can only be used for time off on regularly scheduled work days.

Regularly Scheduled Weekly Hours	Accrual Rate per pay period	Annual Accrual
40	0.61	16
35	0.54	14
32	0.50	13
30	0.23	6

28	0.23	6
25	0.19	5
24	0.17	4.5
20	0.15	4
16	0.12	3
14	0.10	2.5
12	0.08	2

Unused discretionary days may be accumulated to a maximum of 40 hours. Once an employee's accumulated unused discretionary leave days reach the maximum level specified for that employee, the employee will cease accruing such benefits. The employee will begin to accrue the benefits again the following month after the employee's use of such benefits causes that employee's bank of such benefits to fall below the maximum level of accrued benefits. Employees may use up to two (2) discretionary days in a work week. Employees may not use discretionary hours after giving notice of resignation. On separation from employment, accrued unused discretionary days or hours will not be paid out.

ARTICLE 18 – SICK LEAVE

All employees will provide reasonable advance notice to their supervisor that they will be absent or late, or that they need to take sick leave. Employees will not be denied use of their accrued paid sick days, including their right to use partial sick days (exp. attend a doctor's appointment) for a minimum of two (2) hours to a maximum of the regular daily scheduled hours, and may not be disciplined by the employer for doing so.

On the anniversary date of hire each year, bargaining unit employees will be provided with an annual allotment of five (5) days or forty (40) hours, whichever is greater, of sick leave per year. For employees currently receiving their annual sick leave allotment on July 1 each year, they will receive a proportional sick leave allotment on July 1, 2025 based on their upcoming anniversary date, and their full annual allotment on their succeeding anniversary date. For illustration purposes, if an employee has an anniversary date of September 1, they will receive 2/12 of the annual sick leave allotment on July 1, 2025 and a full annual allotment on September 1.

The employee will carry over any unused paid sick leave hours each anniversary year up to a maximum of 120 hours. Once the maximum accrual is met, unused sick leave will be deducted on January 1 so that the employee only has the maximum of 120 hours available for use. Employees that currently have more than 120 hours of sick leave accrued will be able to use such sick leave, but any unused sick leave over the cap of 120 hours as of January 1, 2028 will be forfeited. All employees who work for Linden Oaks for 30 days within a calendar year will be eligible for paid sick leave.

Employees can use sick leave for

- Preventative care or diagnosis.
- Care or treatment of an existing health condition.

- Specified purposes for victims of qualifying acts of violence, including domestic violence, sexual assault, or stalking.
- Caring for a child, stepchild, foster child, or adopted child.
- Caring for a spouse or registered domestic partner.
- Caring for a parent, sibling, grandchild or grandparent.
- Caring for a designated person (one per any twelve-month period, with proper notice to the employer).
- Bereavement leave
- Jury duty or appearing as a witness in court pursuant to a subpoena

Upon request to Human Resources by the employee, sick leave benefits will be integrated with benefits provided under State Disability Insurance. In no event shall the combination of disability benefits, plus sick leave benefits, exceed regular earnings. If an employee is eligible for Workers' Compensation Insurance benefits, the same method of integration with sick leave shall apply.

New hires will receive twenty-four (24) hours of paid sick leave on their date of hire and may begin using available paid sick leave after their 90th day of employment. Employees will receive an additional sixteen (16) hours of sick leave upon completing two hundred (200) days of employment and will receive their full annual allotment on their subsequent anniversary date of hire. Any unused sick leave will not be paid out upon termination.

ARTICLE 19 – LEAVES OF ABSENCE

Except as otherwise stated within this agreement, the Employers handbook shall govern all leaves of absence currently provided including those mandated by Federal, State, and Local Laws such as but not limited to,

School and Day Care Activities Leave, Leave for Time Off to Vote, Crime Victims Leave and Accommodations, Bone Marrow and Organ Donor Leave, and Witness Leave.

Section 1. Bereavement:

In the case of the death of an employee's immediate family member eligible employees who have completed thirty (30) days of employment shall be granted a leave of absence of up to five (5) working days. Three (3) days of bereavement leave will be with pay at the employee's regular rate of pay for the hours of work regularly scheduled, and the remaining two days will be without pay, unless the employee chooses to use sick leave, discretionary, or vacation to receive pay. Bereavement leave does not need to be taken consecutively but must be completed within three months of the family members death.

For the purpose of this section, "immediate family member" shall include the following, parent, step parent, parent-in-law, in loco parentis parent, daughter, step daughter, son, stepson, sister, stepsister, brother, stepbrother, in loco

parentis child, legal ward, legal guardian, foster child, adopted child, grandparents, step grandparents, step grandchildren and relative living in the same household as the employee.

In the event of the death of a daughter or son-in-law or brother or sister-in-law, the employee will be granted an unpaid leave of two (2) days. The employee may use accrued sick, discretionary or vacation days to receive pay for the absence.

The number of days allowed as bereavement leave may be extended on a case-by-case basis at the sole discretion of the Employer. If an employee does not have sick time or discretionary time to use, additional unpaid or vacation time may be granted.

Linden Oaks may require documentation of the death of the family member, such as a death certificate, published obituary notice, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or government agency to prove eligibility for bereavement leave.

Section 2. **Jury Duty:**

When an employee is summoned for jury duty, they must show the jury duty summons to their supervisor as soon as possible to make scheduling arrangements. For employees who have completed their probationary period, Linden Oaks will pay for five (5) days of jury duty at the employee's regular rate of pay for regularly scheduled hours worked.

Section 3. **Reproductive Loss Leave**

Employees experiencing a reproductive loss (miscarriage, stillbirth, or failed adoption or surrogacy) are entitled to five (5) days of unpaid leave which may be taken intermittently but must be completed within ninety (90) days of the event. Employees may use any available vacation, sick or discretionary time to receive pay during the leave. Employees that experience multiple qualifying events are limited to twenty (20) days of reproductive loss leave in any year.

Section 4. **Union Leave**

If an employee is an elected Officer of the Union, the employee may be granted reasonable time off without pay to attend Executive Board meetings including conventions, conferences and training.

Section 5. **Personal Leave**

Employees who have no accrued vacation time may be granted unpaid personal leave at the discretion of the Employer for reasons requiring an absence of up to thirty (30) days, or longer for unusual extenuating circumstances.

Shorter personal leaves of absence may be granted at the discretion of the Employer, and employees may be required to use their accrued and unused

vacation before taking unpaid leave. Vacation benefits do not accrue while an employee is on unpaid leave.

Section 6. **Military Service**

Linden Oaks will grant military leave to all eligible employees in accordance with applicable State and federal laws regarding military leave and re-employment rights.

Linden Oaks will afford the opportunity to all employees to take Military Leaves of Absence in accordance with the provisions of USEERRA, as amended and other applicable statutes.

Commencing on the first day of employment, each employee covered by this agreement who is called to for training duty in the National Guard or any of the reserve units of the United States Armed Forces, after furnishing a certificate to Human Resources evidence of their service shall be granted leave for such duty.

Following such leave the employee shall be returned to their former position shift, at their current rate of pay, and shall not suffer a loss of seniority and shall continue to accrue seniority during such leave of absence. This provision shall not preclude the employee from taking accrued vacation in conjunction with this leave.

Section 7. **Military Care Giver Leave**

Linden Oaks will grant military care giver leave to eligible employees in accordance with FMLA/CFRA requirements.

Section 8. **Pregnancy Disability Leave (PDL)**

Pregnancy-related leave of absences and lactation accommodations will be granted in accordance with the requirements under federal and state law.

Section 9. **Family & Medical Leave (FMLA/CFRA)**

The Employer will comply with the requirements of the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

ARTICLE 20 – SENIORITY

Section 1. Seniority is defined as the length of time an employee has been continuously employed by the Company since the date of their most recent employment by the Company.

Section 2. Continuous employment for the purposes of seniority shall be deemed to be broken for the following reasons:

- a. If the employee quits.

- b. If the employee is discharged and the discharge is not reversed through the grievance procedure.
- c. When an employee is laid off and fails to return to work within five (5) working days after being notified by the Employer by registered mail.
- d. Retirement.
- e. An employee is laid off or absent from work for more than one (1) year.
- f. Failure to return to work at the conclusion of an approved leave of absence.

ARTICLE 21 – VACANCIES/PROMOTIONS/TRANSFERS/LAYOFFS/SEVERANCE

- Section 1. Linden Oaks wherever possible will provide all employees with the opportunity for job growth and career advancement.
- Section 2. When two (2) or more qualified internal candidates are considered for a bargaining unit position, seniority shall prevail provided merit and ability are approximately equal. If the internal candidates do not have the qualifications, experience, education or otherwise qualify for the bargaining unit position, the Employer may select an outside applicant.
- Section 3. Employees shall be allowed to submit for transfers or promotions when jobs within the bargaining unit have (or are anticipated to shortly) become vacant. All vacancies in bargaining unit classifications shall be posted internally for seven (7) days and bargaining unit employees that apply during that period will be given consideration before outside applicants are offered the position if the bargaining unit employee has the qualifications, experience, education or otherwise qualify for the position. Employees transferred or promoted to a higher paid classification will receive the starting wage rate for the new position and will not retain the wage rate for their previous position. Employees who choose to transfer to a lower paid position shall receive a wage rate determined by the Employer based on seniority, qualifications, experience, and education. At minimum, the employee shall receive the starting wage including each year of contractual percentage increases.
- Section 4. Employees who are promoted or transferred within the bargaining unit will be allowed a reasonable probationary period not to exceed sixty (60) days. If in that period the said employee, in the opinion of the Employer, fails to perform satisfactorily the duties of the new position, they will be permitted to return to their previous job classification without loss of seniority at the rate of pay and benefits for their previous position.
- Section 5. Upon request, the Employer will provide the Union a copy of bargaining unit employee job descriptions, current vacancies (which are subject to change), and newly created bargaining unit positions.

Section 6. **Layoffs:**

In the event of layoffs due to a reduction in force, newly hired employees in their probationary period will be the first to be laid off. Layoffs will be based on seniority within the same job classification. Laid-off employees will be recalled in the reverse order in which they were laid off.

If the Employer lays off a non-probationary school year or year round employee due to grant funding, the discontinuation of services, or reduction of force, and for other than just cause, the Union and affected employee(s) shall be given at least two (2) weeks' notice prior to the layoff whenever possible.

Employees subject to layoff may exercise seniority earned in another classification to displace a less senior employee in that classification, based on classification seniority, provided that the Employer determines the more senior employee has the ability and is qualified, capable and willing to perform work available in that classification at the pay rate for that classification which shall be determined by the Employer based on seniority, qualifications, experience, and education. At minimum, the employee shall receive the starting wage including each year of contractual percentage increases.

ARTICLE 22 – HEALTH AND SAFETY

Linden Oaks will adhere to the standards set forth in the Occupational Safety and Health Act of 1970 and applicable California laws regarding health and safety in the workplace. Employees will notify management representatives in writing of dangerous and unhealthy conditions, which will be addressed by the Employer in accordance with OSHA and Cal OSHA laws and regulations. Staff will be notified within a reasonable period of time about any necessary corrective measures that will be taken.

ARTICLE 23 – PREVENTION OF WORKPLACE VIOLENCE

Linden Oaks will maintain a written workplace violence prevention plan in accordance with Cal/OSHA regulations that involve Employees and their Authorized Employee Representatives in developing and implementing the plan, including, but not limited to, through their participation in identifying, evaluating, and correcting workplace violence hazards, in designing and implementing training, and in reporting and investigating workplace violence incidents.

ARTICLE 24 – EXPENSES AND REIMBURSEMENTS

Linden Oaks will reimburse employees for all approved expenses they may incur directly in performing their job duties.

When employees are required to take clients on field trips/community outings the employer will pay the cost of tickets, or entrance fees in advance.

The Employer will reimburse new employees for their required TB testing and for Employer-required drug testing, after completion of the probationary period and upon submission of proper receipts for such costs. Required TB testing during employment will also be reimbursed upon submission of proper receipt for such costs.

Employees are required to provide proper documentation of expenses to be eligible for reimbursement. All original receipts must be included with the employee's travel and expense report provided by the employer. The Employee must submit for reimbursement within thirty (30) days of incurring the expense.

In the event an employee is required to use their personal vehicle for company approved business, the Employer will pay the standard Internal Revenue rate per mile and will reimburse for any required parking expenses where no free parking is available.

The use of personal cell phones which is required by the Employer to conduct their business (exp. Payroll time keeping, MS Teams, Zoom, Employer communications), will be reimbursed in the amount of \$7.50 per pay period.

The Employer shall provide access at its work site to electronic devices (computers, iPads, etc.) for employees to use for required training and yearly benefit renewals.

ARTICLE 25 – PERFORMANCE REVIEWS

The parties acknowledge that the Employer may utilize yearly written performance reviews for employees and management to discuss current performance, future expectations, and areas of improvement.

ARTICLE 26 – PROBATION

All employees will be on probation until they have completed ninety (90) calendar days of work time from the completion of training with the Company. The probationary period will be extended by the length of any leave of absence exceeding three (3) days during the probationary period. Until completion of said probationary period, an employee may be disciplined and/or terminated at the complete discretion of the Company, and such discipline and/or termination will not be subject to the grievance provisions of this Agreement.

ARTICLE 27 – TEMPORARY EMPLOYEES

Section 1. Temporary employees will be so designated on the records of the Employer at the start of employment. The Employer may use temporary employees in cases of extreme need to fill in for regular bargaining unit employees who are on leave of absence for the duration of the leave of absence, or to fill in for a vacant bargaining unit position during the recruitment and hiring process until the position is filled.

When a temporary employee is utilized, the Employer will notify the Union of the name of the temporary employee, the name of the employee on leave, the expected duration of their leave, or the vacant bargaining unit position filled by a temporary employee

The Employer will use all diligent and reasonable efforts to fill any vacancies by posting, recruiting, and making employment offers to qualified candidates. If a temporary employee works 1200 hours filling a vacant bargaining unit position within a twelve (12) month period, the Employer will make an offer of regular employment and if accepted, the temporary employee will become a regular employee and will become covered by the terms of the collective bargaining agreement. This requirement does not apply when temporary employees are filling in for an employee on leave of absence. Temporary employees may not be used to permanently fill a bargaining unit position. The Employer shall not be required to provide group medical benefits to such employees unless/until they become regular employees. Upon hiring into a regular position in the bargaining unit, the time served as a temporary employee shall count for the purposes of calculating seniority. Temporary employees are not covered by the provisions of this agreement and do not receive benefits, holiday pay or vacation accrual.

ARTICLE 28 – DISCIPLINE AND DISCHARGE

A regularly scheduled employee who has completed their probationary period shall not be discharged or disciplined without just cause.

The goal of corrective action is to help and encourage employees to correct performance and work-related issues voluntarily to improve performance. If the goal is achieved additional measures will not be necessary.

In connection with the just cause standard, progressive discipline may follow these steps depending on the level of severity and frequency of the violation.

- Verbal Coaching.
- Written Warning.
- Final Written warning
- Termination.

Examples to be considered in determining the appropriate corrective action are as follows:

Level 1 violations are violations or behaviors that merit progressive corrective measures to encourage the employee to voluntarily correct, with management's coaching and reinforcement of policies and procedures. Examples include, but are not limited to:

1. Work performance,
2. Unexcused absenteeism and/or tardiness,

3. Failure to observe work schedules,
4. Violation of the smoking policy

Level 2 violations are serious matters that may require a higher level of discipline or termination. Examples include, but are not limited to:

1. Willful acts that might endanger the safety or life of another,
2. Failure to accurately report and record work time,
3. Falsifying records,
4. Mistreatment or abuse of others,
5. Violation of policies prohibiting harassment, discrimination or retaliation,
6. Destroying, damaging stealing, or removing Linden Oaks property,
7. Disclosure of confidential information,
8. Job abandonment or no call/no show,
9. Fighting or inciting others to fight, or threats of violence,
10. Theft,
11. Abusing alcohol, narcotics or illegal substances during work hours, or possession, use or sale of such items on employer property or during work hours,
12. Carrying firearms or other dangerous weapons while on the employer's property,
13. Insubordination- declining or intentionally disobeying a clear, lawful, and ethical order, given by a person with appropriate authority to the employee.

The above level 2 list includes examples of violations that are often grounds for immediate termination. The list only illustrates some of the conduct which may result in a higher level of discipline or termination. It does not in any way limit Linden Oaks' discretion to terminate an employee for violations or issues that are not set forth on the list of examples or to select a higher level of discipline lesser than termination without prior progressive discipline. Linden Oaks reserves the right to determine, in its sole discretion, what level (if any) of corrective action, up to and including termination, is warranted based on all of the relevant information reasonably available to the Company at the time of its decision.

An employee shall be permitted to request the presence of a Union steward or union representative in an investigatory interview that could lead to disciplinary action being issued to the employee. The Union representative will be given twenty-four (24) hours' notice to make arrangements to attend.

The employer agrees to provide the Union with copies of written disciplinary actions upon written request to a Human Resources representative.

The employer shall initiate investigations within thirty (30) *calendar days* of the Employer's knowledge of the alleged infraction.

In the event an employee is placed on an Unpaid Administrative Leave while being investigated and as a result of the investigation, is not terminated or given a disciplinary suspension of no more than three regularly scheduled work days, the employee shall be paid retroactively for lost regularly scheduled hours during the period of the Unpaid Administrative Leave, including any holiday pay the employee would have otherwise received.

The Employer agrees to remove disciplinary warnings from each employee's file for which there has been no recurrence of similar nature after fifteen (15) months of active employment.

After fifteen (15) months free from any disciplinary action, written disciplinary reports in the personnel file shall not be considered for future disciplinary actions or in evaluating an employee's suitability for transfers between departments, layoff or bumping.

The Union reserves the right to object to the Employer's actions in any of the above respects through the Grievance Procedure provided for in this Agreement.

ARTICLE 29 – LABOR MANAGEMENT COMMITTEE

A joint Labor Management Committee shall be established comprised of designated representative(s) from management and three (3) representatives that may also be stewards from the Union. Both parties will make every effort to have consistent committee membership for a minimum period of one (1) year.

The committee shall meet on an ad hoc basis no more than once a quarter to discuss agenda items of mutual interest. A request for a committee meeting must be accompanied by a proposed written agenda detailing the items to be discussed. The committee's role will be to seek to identify and resolve issues that will be in the best interest of both parties. Committee meetings will be scheduled during a time that is mutually convenient but does not interfere with the operations of the Employer.

The committee in no way shall add to, delete from, or modify any provision of the contract.

ARTICLE 30 – COMPLETE AGREEMENT

Section 1. The Employer and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not covered by law in the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. This Agreement constitutes the sole and entire existing agreement between the parties hereto and expresses all obligations and restrictions imposed on the Employer.

Section 3. This Article shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement, but neither party shall have any obligation to meet or bargain over modification of the contractual terms set forth herein during the term of this Agreement.

ARTICLE 31 – SUBCONTRACTING/OUTSOURCING

Section 1. For the purpose of preserving job opportunities for the employees covered by this Agreement, the Employer agrees that prior to subcontracting or outsourcing work regularly performed by bargaining unit employees that would result in a layoff or reduction of hours for bargaining unit employees, the Employer will give notice to the Union and an opportunity to bargain over the decision. This shall not prevent the Employer from deciding to subcontract or outsource if it will not result in a layoff or reduction in hours for bargaining unit employees.

Subcontracting is defined as the use of a third party (except for temporary employees under Article 25) to perform bargaining unit work that is currently performed by existing bargaining unit employees.

Outsourcing is defined as the use of a third party to perform bargaining unit work away from the Employer's work sites.

ARTICLE 32 – NATURAL DISASTERS AND PUBLIC HEALTH EMERGENCIES

In the event of a natural disaster or public health emergency which changes terms and conditions of employment of bargaining unit employees, the Employer will meet with the Union upon request and may bargain over such impact that is not otherwise addressed in this Agreement.

ARTICLE 33 – SUCCESSIONSHIP

Prior to the sale, transfer, or merger of the Company with another entity, the Company will notify the Union of the sale, transfer, or merger and the other entity will be notified of the existence of this Agreement.

ARTICLE 34 – SAVINGS CLAUSE

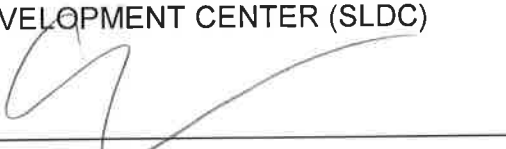
Should any portion of this agreement or any provision, herein contained be rendered or declared invalid by reason of any existing or subsequent legislation enacted, or by any decree of a Court

of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, which shall remain in full force and effect.

ARTICLE 35 – DURATION

This Agreement shall become effective on July 1, 2025 except as otherwise indicated, and shall continue in effect until June 30, 2028, and shall continue in effect from year to year thereafter until written notice of the desire to amend or terminate this Agreement is given, not less than ninety (90) days prior to such yearly expiration, by either of the parties to this Agreement to the other and except in the event of termination notice, the Agreement then in effect shall remain in full force and effect until a new agreement is consummated.


LINDEN OAKS
FORMERLY SPEECH AND LANGUAGE
DEVELOPMENT CENTER (SLDC)



Erick J. Becker
Cummins & White, LLP

Date: 8/7/25

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 30, ALF-CIO



Marianne Giordano
Executive Director/CFO

Date: 7/30/2025

EXHIBIT “A”: COMPENSATION

JOB TITLE	STARTING WAGE
Administrative Assistant	\$18.00
Receptionist	\$16.50
Certified Occupational Therapy Assistant	\$27.00
SLP Assistant	\$27.00
Driver	\$18.00
Fleet Coordinator	\$18.00
Life Coach 1	\$18.00
Life Coach 2	\$20.00
Maintenance	\$17.00
Medical Assistant	\$23.85
Nutrition Coordinator	\$18.00
Paraprofessional	\$18.00
Van Paraprofessional	\$19.00
Staff Accountant	\$24.00
Accounting/Billing Technician	\$18.00