

**AGREEMENT BETWEEN
THE DEARBORN BOARD
OF EDUCATION**



**AND THE
UAW LOCAL 174
CHILDCARE WORKERS**

2010 - 2012

**DEARBORN PUBLIC SCHOOLS
18700 AUDETTE
DEARBORN, MICHIGAN 48124**

Agreement Between
The Dearborn Board of Education
and
UAW Local 174 Childcare Workers

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1 **AGREEMENT BETWEEN THE BOARD OF EDUCATION**
2 **OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN**
3 **AND THE UAW LOCAL 174 CHILDCARE WORKERS**
4

5 ARTICLE I. INTRODUCTION
6

7 A. Preamble
8

9 The following is the Agreement made between the Dearborn Board of Education (hereafter
10 referred to as the Board) and the Dearborn Childcare Workers of the International Union,
11 United Automobile, Aerospace and Agricultural Implement Workers of America, UAW,
12 and its Local 174 (hereafter referred to as the Union). This Agreement is entered into for
13 the purpose of promoting and maintaining harmonious and fair working relationships
14 between the members of Dearborn Public Schools and the Bargaining Unit. Our common
15 goal is to maintain childcare sites which provide quality child care and an atmosphere of
16 supportive services for both parents and staff.
17

18 B. Non-Discrimination
19

20 The Union and the Board agree that they will comply with all applicable equal
21 employment opportunity and anti-discrimination laws.
22

23 ARTICLE II. THE BARGAINING UNIT
24

25 A. Recognition and Scope of Coverage
26

27 The Dearborn Board of Education recognizes the International Union, United Automobile,
28 Aerospace, and Agricultural Implement Workers of America, UAW and its Local Union
29 174 as the exclusive bargaining agent for the purpose of collective bargaining with respect
30 to rates of pay, wages, hours of employment and other conditions of employment for all
31 full-time and regular part-time childcare employees as determined by Michigan
32 Employment Relations Commission in Case no. R89 J 260. This bargaining unit excludes
33 administrators, supervisors, preschool teachers in regular school systems, temporary
34 employees, substitutes and all other employees.
35

36 B. Modification
37

38 If, during its term, the parties hereto should mutually agree to modify, amend or alter the
39 provisions of this agreement, in any respect, any such changes shall be effective only if
40 reduced to writing and executed by the authorized representative when properly notified
41 when required under the Board and the Union.
42

43 C. Limitations
44

45 No individual employee or group of employees, acting independently of the International
46 Union, UAW, and its Local Union 174, may alter, amend, or modify any provision hereof.
47

1 D. Classifications

- 2
3 1. Childcare Managers
4 2. Lead Childcare Providers
5 3. Childcare Providers
6 4. Assistant Lead Childcare Providers

7
8 E. New Classifications

9
10 The Board and the union will mutually agree on a pay rate for any new classification
11 within the bargaining unit. In the event the parties are unable to agree as to rate of pay for
12 the new classification and/or whether it is within the bargaining unit, such dispute shall be
13 submitted to the grievance procedure contained in this agreement. The rate established
14 shall be retroactive to the start of the operation.

15
16 F. Union Shop

17
18 All eligible employees shall become and remain members in good standing as a condition
19 of their employment within forty-five (45) working days following the beginning of their
20 employment.

21
22 G. Union Stewards

23
24 (1) The Board shall agree to recognize no more than three Union Stewards duly elected
25 by the Union. The steward may process union grievances at any site during working
26 hours without loss of pay provided that the Community Education Childcare
27 Supervisor authorizes release of the union steward and approves that childcare
28 employees can be away from their assigned duties. Such a meeting shall not interfere
29 with their normal work responsibilities. Time spent investigating grievances or
30 handling other workplace issues will not be subject to discipline, provided there has
31 been an authorization as described herein releasing the union steward and employee
32 from assigned duties.

33
34 (2) Visitation - A Union Steward may visit childcare employees at a Dearborn Public
35 School to confer with childcare employees to the extent that it does not interfere with
36 the childcare employee's responsibilities and upon the approval of the Community
37 Education Childcare Supervisor.

38
39 H. Bulletin Board

40
41 The Board shall provide space where practical, for a bulletin board in location for Union
42 notices in each building. This bulletin board shall be used for the posting of notices of
43 meetings, social events, and official business affairs of the Union.

1 I. Telephone

2
3 The Board will provide a telephone line/extension for use by the Union.

4
5 This line/extension will allow UAW members to leave private messages for the Union
6 Committee related to workplace issues. The Union Committee will be provided a code or
7 other method to retrieve these messages.

8
9 J. Negotiations

10
11 The Union will be represented by four (4) elected Bargaining Committee persons. During
12 the negotiation of any collective bargaining agreement for wage re-opener, those four (4)
13 elected committee members will be paid their regular hourly rate for all hours spent at the
14 bargaining table that fall within their regular work schedule.

15
16 ARTICLE III. UNION RIGHTS

17
18 A. Information Provided to the Union

- 19
20 1. The Board agrees to furnish to the union a flowsheet listing employees in these units
21 who are hired, fired, reinstated, transferred into or out of the bargaining unit,
22 transferred, promoted, reclassified, downgraded, placed on leaves of absence of any
23 type including disability, placed on layoff, recalled from layoff, separated (including
24 retirement), who have been added to or deleted from the unit covered by this
25 agreement.
- 26
27 2. The Board will provide to the union upon request a listing containing the following
28 information for each employee in the bargaining unit: the employee's name, social
29 security number, street address, city, state, zip code, classification, sex, birth date, hire
30 date, hire date for each classification and hourly rate of pay.

31
32 B. Access to Premises by Union Staff

- 33
34 1. The Board agrees that non-employee officers and representatives of the union shall be
35 permitted to the non-public portions of the premises of the Board during working
36 hours, with prior notification. Such visitation shall only be for the purpose of
37 participating in Labor-Management meetings, conducting union internal business
38 related to the bargaining unit on non-work time of all participants, interviewing
39 grievant, attending grievance hearings/conferences, and for other reasons related to
40 the administration of this agreement. Only non-work and meeting areas may be used
41 for this purpose. Exceptions shall be with the Board's permission. Employee
42 representatives shall have access to the premises in accordance with this agreement.
- 43
44 2. The union agrees that such visitations not interfere with normal operations in the
45 center and shall be at times carried out subject to operational or security measures
46 established and enforced by the Board.
- 47

- 1 3. The Board may designate a private meeting place or may provide a representative to
2 accompany the union officer or representative where operational or security
3 considerations do not permit unaccompanied union access. The Board representative
4 shall not interfere with or participate in these visitation rights.
5

6 ARTICLE IV. UNION SECURITY
7

- 8 1. During the life of this Agreement, the Board shall deduct monthly dues as
9 membership dues levied by the International Union or Local Union from the pay of
10 each employee who executes the authorization for check-off of dues card in the form
11 agreed to by the Board and the Union provided that the Board shall not deduct nor
12 shall the Union request any deductions which are to support any local, state, or
13 national political parties or political issues.
14
- 15 2. The Board agrees to deduct from the first pay day for each month from the employees'
16 wages, monthly dues as membership dues for the current month. The Board shall
17 remit such funds to the financial secretary of the local union on or before the
18 twentieth day of the month in which such deductions are made, together with a list
19 showing the names and amounts deducted for each individual.
20
- 21 3. The Board will explain the checkoff arrangements between the Board and the union at
22 the time of hiring a new employee.
23
- 24 4. In cases where a deduction is made which duplicates a payment already made to the
25 Union by an employee, or where a deduction is not in conformity within the
26 provisions of the Union Constitution or By-Laws, refunds to the employee will be
27 made by the local union.
28
- 29 5. Upon checking the list, the local union financial secretary will make and submit a list
30 of employees, and amounts and deductions necessary to amend errors or for cases
31 where deductions were not made because the employee had insufficient wages or no
32 wages due on the first day of the month. These deductions will be made no later than
33 the first pay of the subsequent month.
34
- 35 6. The Union will indemnify and hold the Board harmless for any claims by employees
36 arising out of such deduction(s). It is clearly understood that the Board assumes no
37 liability by reason of compliance with the provisions of this Article.

38 ARTICLE V. PERSONNEL
39

40 A. Definition of Employment Status
41

- 42 (1) Full-time employees are those who work 30 or more contact hours per week.
43
- 44 (2) Part-time employees who are regularly scheduled for any amount of hours less than
45 full time amounts as specified above.
46
47

- 1 (3) Regular employees are those that have satisfactorily completed the probationary
2 period.
3
- 4 (4) Substitute employees are those who work as a replacement for a permanent employee
5 who is absent for a period of time.
6
- 7 (5) Temporary employees are those who work in order to supplement full and part-time
8 workers on an as-needed basis.
9
- 10 (6) Transitory staff are staff of classification not assigned to any specific sites, but that
11 work at any of the sites as needed.
12

13 Transitory staff will be assigned a "home-site manager" to assure that they receive proper
14 communications and to enable them to check-in. Transitory staff are regular employees
15 entitled to all benefits of the contract.
16

17 There will be no more than one "transitory staff" per 15 employees. Each "transitory staff"
18 will be assigned a set number of hours per week which are subject to change dependent
19 upon the operational needs of the program.
20

21 B. Release Form
22

23 Before and during employment, the childcare manager, lead childcare provider, assistant
24 lead childcare provider or childcare provider will be required to sign a release form that
25 would authorize the release of previous employment records to our office.
26

27 C. Probation
28

- 29 1. An initial probationary period will begin on the first day of employment and continue
30 for 90 working days. Performance will be reviewed throughout the ninety (90)
31 working days. Performance will be reviewed throughout the ninety (90) working
32 days, and if it is satisfactory, the childcare manager, lead childcare provider or
33 childcare provider will then be considered to have successfully completed the
34 probationary period. The ninety (90) working day period may be extended for any
35 absences during that period by the amount of said absences. Seniority shall be
36 retroactive to date of hire upon satisfactory completion of probationary period.
37
- 38 2. A promotional probationary period will begin on the first day an employee is
39 promoted and continue for sixty (60) working days. Performance will be reviewed
40 throughout the sixty (60) working days and if it is satisfactory, the employee will then
41 be considered to have successfully completed the probationary period. The sixty (60)
42 day working period may be extended for any absences during that period by the
43 amount of said absences. Seniority in the classification shall be retroactive to date of
44 promotion upon satisfactory completion of probationary period.
45
- 46 3. An employee shall be unable to transfer, demote or promote during a probationary
47 period.

1 4. An employee who fails a promotional probationary period will return to a vacant
2 position with the same number of hours in their previous classification. Should this
3 be impossible, they will bump the junior person in that classification with the same
4 number of hours. An employee so bumped will move in a similar manner within their
5 own classification or into a lower classification if that should be impossible.
6

7 D. Evaluation of Childcare Managers, Lead Childcare Providers, Assistant Lead Childcare
8 Providers and Childcare Providers
9

10 Formal evaluations of staff members' performance and appropriate feedback is seen by
11 Dearborn Schools as important to maintaining good quality care and education for
12 children, and staff morale.
13

14 The evaluation shall be diagnostic in nature only, and may not be used by either party in
15 any form of disciplinary action.
16

17 The Community Education Childcare Supervisor will write a formal evaluation once every
18 two years on each childcare manager, lead childcare provider, assistant lead childcare
19

20 provider and childcare provider. This evaluation will be comprised from information
21 obtained through the following avenues:
22

- 23 1. Where practical, the Community Education Childcare Supervisor will observe each
24 childcare manager, lead childcare provider, assistant lead childcare provider and
25 childcare provider at least once every two years for the purpose of critiquing actual on
26 the job performance.
27
- 28 2. The Community Education Childcare Supervisor will submit written comments on
29 childcare managers, lead childcare providers, assistant lead childcare providers and
30 childcare providers at their site once a year.
31
- 32 3. Annually, parents and principals will be given the opportunity to evaluate the
33 childcare location and supervision in writing.
34

35 E. Time Cards
36

37 All staff receives a list of pay dates and time cards from Dearborn Public Schools. Staff
38 must use the time clock to punch in each day upon arrival and to punch out upon departure.
39 Childcare managers complete payroll sheets (provided by school secretary) by writing in
40 the total number of hours for each person. The manager then submits the payroll sheets
41 and time cards to the school secretary and a copy of the time cards to the Early Childhood
42 Supervisor. Childcare staff will be paid on a bi-weekly basis. Checks will be sent to the
43 school where you are working and may be picked up there following school procedures.
44

45 F. Summer/Holiday Employment
46

- 47 1. Summer and holiday employment shall be considered supplementary in nature for all

1 employees other than 52-week employees. 52-week employees are required to work
2 the summer and holiday programs, regardless of the site housing them. Hours
3 scheduled are based on operational need of the program, seniority and classification,
4 with the most senior employees being scheduled first. All employees other than 52-
5 week employees, are eligible to: a) work during the summer or holiday, b) be placed
6 on the substitute list for the summer or holiday only, or c) choose not to work at all.
7 No employee shall be penalized in any way as a result of their decision. All
8 employees shall be entitled to their regular rate of pay if they choose to work,
9 regardless of the assigned position or classification. 52 week employees are entitled
10 to a two week unpaid vacation provided request for vacation is submitted and
11 approved by the Early Childhood Supervisor at least 30 days before the requested
12 vacation time. The unpaid two-week vacation does not apply to 10-month employees.
13 Unpaid vacation cannot be taken the first or last week of the summer program, or
14 during the summer extension program. During any holiday program, 52-week
15 employees may choose to use unpaid vacation time by giving a 2-week notice in
16 writing. Seniority may be considered when granting vacation time usage. A ten
17 month employee who commits to working the summer program, and does not honor
18 that commitment, will not be considered for employment the following summer.
19

- 20 2. The Board shall send each employee a Request to Work for the summer or holiday
21 form within forty-five (45) working days prior to the starting date of the summer or
22 holiday program. Included on the form will be a deadline date for returning the
23 request to the Early Childhood Supervisor. Any request form not returned on or
24 before the deadline date will render the employee as unavailable to work for the
25 summer or holiday.
26
- 27 3. The Board shall provide to the Union, and a copy posted at each site within ten (10)
28 working days after the deadline for returning the Request to Work form, a list of
29 employees who have requested to work without regard to classification. Included
30 shall be a tentative list of managers to be assigned manager's positions, and an
31 estimated number of additional staff needed. This does not preclude the Board from
32 increasing or decreasing the number of staff as determined by operational needs.
33
- 34 4. Each site in operation for the summer or holiday shall have one (1) primary manager.
35 A co-manager may be assigned based on operational need. Filling these positions
36 shall be determined by operational need. Seniority may be considered in the
37 following manner, as listed:
38
 - 39 a. Managers of year round programs.
 - 40 b. Managers of sites housing a summer or holiday program.
 - 41 c. Managers of other sites who submitted a Request to Work form.
42
43
44

45 Additional positions shall be filled on a voluntary basis. Summer employment shall
46 be considered supplementary in nature for all childcare workers not assigned to year
47 round programs. All employees working for the summer shall be entitled to their

1 regular rate of pay. Every effort will be made to maintain individual employees
2 profile hours. Based on enrollment, hours may be reduced as needed, based on
3 operational need, during the summer program.
4

- 5 5. For all childcare managers, lead childcare providers, assistant lead childcare providers
6 and childcare providers other than Snow employees, who volunteer to work the
7 summer program, selection of hours and days will be based on classification seniority.
8

9 ARTICLE VI. SENIORITY

10
11 A. Definition

- 12
13 1. For the purposes indicated below, seniority shall consist of the total number of
14 continuous years, months and days of employment beginning from the date of hire.
15 Employees off work due to illness or injury six (6) months or less shall continue to
16 accumulate seniority for the full period of illness or disability precisely as though they
17 had been working.
18
19 2. Any employee promoted to a higher classification shall accumulate seniority in the
20 new classification beginning the effective date of the promotion as approved by the
21 Board. The employee will retain and accumulate seniority in the classification which
22 she/he previously held.
23 3. Any employee demoted to a lower classification shall not retain seniority in the higher
24 paying classification, but such higher classification seniority shall be transferred to the
25 lower paying classification unless the demotion was the result of the bumping
26 process.
27

28 B. Seniority List

29
30 The Board will prepare seniority lists by classification and level showing seniority as
31 defined above, of all bargaining unit employees on the payroll as of the end of the pay
32 period preceding the preparation date. The seniority list shall be prepared at the end of the
33 first pay period in October and at the end of the first pay period in April and will be made
34 available for review by employees. A copy of such lists shall be provided to the Union.
35

- 36 C. The Union's Committeepersons shall head the seniority list of the bargaining unit covered
37 by this agreement for the purposes of layoff only during the term of office for which they
38 are elected. The aggregate total of the above-mentioned employees shall not exceed two
39 (2).
40

41 ARTICLE VII. LAYOFF/RECALL PROCEDURES

42
43 A. Layoff Notification

44
45 When the Board determines there is to be a layoff, employees who are scheduled to be laid
46 off shall be given written notice not less than fifteen (15) calendar days prior to the
47 effective date of layoff, unless the events that make the layoff necessary are of such a

1 nature as to render inoperative the functioning of the childcare program or some part
2 thereof and thus preclude such advance notice. The Board will, when layoffs are being
3 planned, inform the Union, as soon as possible, which under normal circumstances is
4 hereby deemed to be not less than thirty (30) calendar days and discuss, upon request, the
5 potential impact upon the unit employees caused by such layoff. The Board shall furnish
6 the Union concurrent written notice of the name, seniority, classification and current
7 assignment location of employees holding positions scheduled to be vacated. When
8 layoffs and bumping are completed, the Union shall be entitled to receive, as soon as
9 feasible, a completed list identifying those employees who have been bumped or laid off.

10
11 B. Layoff Procedure

12
13 In the event of layoff, seniority will be followed in each classification. Seniority for all
14 childcare managers, lead childcare providers, assistant lead childcare providers and
15 childcare providers will be established by their starting date as regular childcare managers,
16 lead childcare providers, assistant lead childcare providers and childcare providers. If
17 childcare managers, lead childcare providers, assistant lead childcare providers and
18 childcare providers have the same starting date, then the date when they began as a
19 substitute will be used to break the tie. If necessary, the last tie breaker to determine
20 seniority would be the highest last four digits of a childcare manager's, lead childcare
21 provider's, assistant lead childcare provider's or childcare provider's social security
22 number.

23
24 C. Bumping

25
26 Childcare managers, lead childcare providers, assistant lead childcare providers and
27 childcare providers who are left without a job can replace the employee with the least
28 seniority in their classification. If there is nobody less senior in their classification, they
29 may replace the employee with the least seniority in a lower classification in which they
30 are qualified if they have the seniority to do so.

31
32 D. Recall

33
34 The most senior laid off employees shall be recalled from layoff at such time that an
35 existing position becomes available, provided that the laid off employee can satisfy all of
36 the qualifications required for the available position.

37
38 ARTICLE VIII. ASSIGNMENTS AND TRANSFERS

39
40 A. Definitions

- 41
42 1. Assignment. An assignment is the particular job performed within a work location on
43 an assigned shift and schedule as directed by the Board.
44
45 2. Reassignment. A reassignment is a change of assignment of an employee effected
46 upon the Board's initiative in accordance with Section B. of this Article.
47

- 1 3. Transfer. A transfer is either the filling of a vacancy, or a permanent change in
2 assignment within classification at the employee's initiative or request in accordance
3 with Section C. of this article.
4
- 5 4. Work Site. A work site is each individual school which houses any of the childcare
6 facilities.
7
- 8 5. Seniority. For purposes of this article, seniority shall be as defined in Article VI.
9

10 B. Assignment-Reassignment

11
12 It is the program's policy to transfer or promote employees when it is in the best interests
13 of the program and the individual concerned.
14

- 15 1. Right of Assignment. Except as provided in this article, the Board shall have the right
16 and responsibility to assign employees to and within a work site. In filling a vacancy,
17 the Board shall continue to have the right to assign or reassign a qualified person,
18 subject only to the provisions of this Article.
19
- 20 2. Other Assignment. Prior to utilizing provisions of Section C. of this Article, the
21 Board may reassign an employee. In reassigning an employee, the Board will
22 reassign the least senior employee within classification, whenever possible. Before
23 making an involuntary reassignment, the Board will consider volunteers in the
24 classification from which the reassignment is to be made.
25
- 26 3. Reassignment to Alternative Position. The Board may reassign employees to a vacant
27 position, without being bound by the procedures in Section C. 1. of this Article in
28 order to:
29
 - 30 a. Accommodate an employee's need for an intermittent or reduced work schedule
31 in accordance with the Federal Family and Medical Leave Act when such time
32 off is medically necessary because of an employee's own serious health
33 condition or the serious health condition of a parent, spouse or child.
34
 - 35 b. To address an employee's request for reasonable accommodation.
36
 - 37 c. To address operational needs.
38

39 If an employee refuses to be transferred and there is no available work in their current
40 classification, such employee must resign.
41

42 C. Transfers and Hiring Procedure

- 43
- 44 1. Initial Vacancy. When the Board deems it necessary to increase the number of
45 employees based on operational need or if a position has been temporarily filled for
46 ninety (90) consecutive work days, the position(s) shall be considered a vacancy,
47 except when the position is temporarily filled as a result of an illness or an approved

1 leave of absence. When the Board seeks to fill an initial vacancy, the Board shall post
2 the position on the Dearborn Public Schools job hotline. The bargaining unit
3 chairperson will be notified, in writing, of all full and part-time positions when they
4 become available. Notices shall be posted promptly to bargaining unit members on
5 the job hotline and shall remain posted for at least five (5) consecutive working days.
6 Postings will include the following information:

- 7
- 8 a. Date of posting
- 9 b. Job title
- 10 c. Salary level
- 11 d. Number of hours and shift
- 12 e. Qualifications
- 13 f. Special assignments or duties
- 14

15 All qualified employees, including those on approved vacation and leave of absence,
16 are entitled to submit a letter of intent expressing their interest in the position.
17

- 18 2. Transfer. If two or more childcare employees in the same classification are being
19 considered for the same vacancy, the position will be offered to one of the two senior
20 employees on a merit basis subject to operational needs. If less than two people bid
21 on this vacancy or if only one candidate remains after others decline the transfer, the
22 Board may fill it by any means possible.
23
- 24 3. Promotion. If two or more childcare employees are being considered for the same
25 promotion to a higher classification, the position will be offered to one of the two
26 senior employees on a merit basis subject to operational needs. This process does not
27 preclude management from hiring from the outside to fill vacant positions, if they feel
28 they can attain a better qualified person from the outside compared to the existing
29 staff desiring the same position.
30

31 D. Board Approval

32
33 The offering of initial employment shall be considered temporary until approved by the
34 Board at which time the employee shall be considered permanent and shall be confirmed in
35 writing.
36

37 E. Orientation

38
39 The Board shall be responsible for providing newly hired and promoted employees the
40 following information upon offering of a position: the classification, the rate of pay, the
41 location of the position, scheduled hours, job description and job duties and responsibility.
42

43 The newly hired employee shall also receive a copy of this agreement and a copy of the
44 employee handbook.

1 F. Pay Retroactive to Board Approval

2
3 All employees hired or promoted shall receive the rate of pay for that classification as of
4 the first day of employment following Board approval.

5
6 G. Resignations

7
8 Any employee, who intends to terminate his/her employment, must submit their
9 resignation to the Department of Human Resources at least two (2) weeks in advance of
10 their resignation date.

11
12 H. Promotions and Non-Bargaining Unit Employees

13
14 Employees promoted into non-bargaining unit positions from the bargaining unit, shall not
15 be able to bump back into bargaining unit positions given there is a layoff, or have any of
16 their prior seniority counted if a vacancy occurs in the bargaining unit and they were
17 successfully placed into that position per Section C. of this article. Employees hired from
18 the outside into non-bargaining unit positions shall also have no rights under this section.

19
20 ARTICLE IX. HOURS OF WORK

21
22 A. Work Week

- 23
24 1. The All Day Childcare and School Age Childcare Programs have a work week of
25 Monday through Friday. Variations for beginning and ending times will be established
26 by the Board based on school calendar, staffing requirements, and budget constraints.
27
28 2. Employees whose primary work site is a Dearborn Public School building, will follow
29 the Dearborn Public School's P-12 Childcare calendar for time off, holidays and daily
30 schedule of assigned hours. The HFCC Child Development Center employees, will
31 follow the HFCC Child Development Center calendar for time off, holidays and daily
32 schedule of assigned hours. Scheduling is based on operational need.

33
34 B. Working Hours

35
36 Working hours are established and are subject to change according to overall needs and the
37 special responsibilities of the center in which childcare managers, lead childcare providers
38 and childcare providers are assigned.

39
40 C. Notification of Schedule Changes

41
42 Except for emergency circumstances or fluctuations in enrollment, an employee will be
43 given a five business day notice, via email, prior to changing their hours of work.

44
45 D. Overtime

46
47 All hours in excess of 40 hours a week for bargaining unit employees will be reimbursed at

1 one and one-half (1½) their regular rate of pay.

2
3 E. Extra Hours

4
5 Extra hours will be distributed and assigned by the Early Childhood Supervisor.

6
7 F. Breaks and Food Policy

8
9 1. All childcare employees who work more than four (4) consecutive hours will be
10 entitled to breaks as outlined below:

11
12 2. For every four (4) consecutive hours of actual work, the childcare manager, lead
13 childcare provider and childcare provider will receive a fifteen (15) minute paid
14 break. For every seven (7) consecutive hours of actual work, the childcare manager,
15 lead childcare provider, assistant childcare provider and childcare provider will
16 receive one (1) additional fifteen (15) minute break.

17
18 3. Where practical, the Board shall provide lunch and snack for all employees present at
19 those times, at no cost to those employees.

20
21 4. Staff members are to have absolutely no food and/or beverages at any other time that
22 they are on duty. Beverages and/or food may be consumed by staff during break only.

23
24 5. Exceptions will be made for medical or health reasons only as determined by the
25 Early Childhood Supervisor.

26
27 6. During the summer programs, childcare staff who work an 8 hour shift, will be
28 scheduled for two 15-minute paid breaks and one unpaid 30-minute lunch period.

29
30 G. When there is a reduction of hours contemplated, the employer will notify the union in
31 writing of the upcoming reduction. The employer will meet with the Union upon the
32 Union's written request to discuss the specifics of the need for the reduction of hours.
33 The employees affected by the reduction will have the ability to place themselves on the
34 substitute list in order to make up for lost hours.

35
36 H. When a full-time (30 hours per week or more) employee's hours are reduced from full-
37 time status to part-time status (less than 30 hours per week) they have the right to bump
38 the least senior full-time employee in their classification. The employee who is thereby
39 displaced from full-time status in the classification will be placed in the vacated part-time
40 position in the classification.

41
42 ARTICLE X. EMPLOYEE'S PERSONNEL FILES

43
44 A. Employee Access

45
46 Any employee shall be allowed to inspect the entire individual personnel file accumulated
47 during the employees period of employment with the district. The employee must make an

1 appointment with the Human Resources Department and a member of the Human
2 Resources Department shall be present when the employee inspects said file. Confidential
3 credentials and personal references normally sought at the time of employment are
4 specifically exempted from review and will be removed from the file by the administrator
5 of the Human Resources Department prior to said inspection except that where pre-
6 employment information is a factor inhibiting promotional opportunity, the employee shall
7 be given an opportunity to respond to it or to refute it. Each employee will be given a copy
8 of any negative comment or report which is entered in his/her personnel file in the course
9 of his/her employment with the Dearborn Public Schools. The employee may respond to
10 the contents of such comment or report and such response will be attached to the original
11 document in the personnel file.

12
13 B. Grievance Files

14
15 Grievance files may be maintained separately. Any information in writing of a critical or
16 detrimental nature which is not a part of the employee's personnel file, shall have no
17 validity in any proceeding, either disciplinary or promotional, or in any assignment or
18 transfer.

19
20 C. Union Access

21
22 Access to the file of any member of the childcare workers unit shall be available to the
23 chairperson of the childcare workers union, upon reasonable request and with written
24 permission of the employee involved.

25
26 ARTICLE XI. STAFF DEVELOPMENT

27
28 A. Conferences

29
30 Subject to budgetary constraints, the Dearborn Board will reimburse childcare employees
31 for registration fees for conferences as approved in advance by the Early Childhood
32 Supervisor.

33
34 B. Inservice

35
36 Subject to budget constraints, the Board will continue its practice to provide training for all
37 regular childcare employees. The number of hours of training mandated by the State of
38 Michigan Office of Children and Adult Licensing will be provided by the Early Childhood
39 Department. The District will work with employees who cannot attend the initially
40 scheduled classes. Thereafter, the employee will be responsible for obtaining the required
41 number of hours of training if unable to attend District-sponsored inservice training.

42
43 C. Parent Nights

44
45 All employees who attend parent night programs shall receive their regular rate of pay.

1 D. Open House

2
3 All employees shall receive their regular rate of pay for the approved number of hours
4 worked for setting up, cleaning and attending the annual childcare open house.

5
6 E. Specialist Functions

7
8 All employees shall receive their regular rate of pay when required by the Community
9 Education Childcare Supervisor to attend functions at their sites after their regular shift;
10 i.e., Kindergarten Round-up, annual site open house, etc.

11
12 F. First Aid

13
14 Subject to budget constraints, the Dearborn Board shall arrange and pay for first aid and
15 CPR training.

16
17 G. HFCC

18
19 The full and part-time staff will be able to enroll in work related classes at Henry Ford
20 Community College without incurring tuition costs as long as the classes do not interfere
21 with their assigned work schedules and, further provided, that they obtain prior written
22 authorization from the Childcare Supervisor. The list of classes will be reviewed
23 periodically and may be expanded to include new classes as long as they are determined to
24 enhance the skills of the employee as a childcare worker.

25
26 H. Adult Education

27
28 All employees will be able to enroll in work related classes provided by the Adult and
29 Community Education Department without incurring tuition costs as long as the classes do
30 not interfere with their assigned work schedules and, further provided that there is space
31 available in the class and they obtain written authorization from the Community Education
32 Supervisor, and there is no cost incurred to the district.

33
34 ARTICLE XII. JURY DUTY

35
36 A. Serving on Jury

37
38 We feel that serving on a jury when called is a civic duty and helps insure our basic
39 liberties. While the childcare manager, lead childcare provider or childcare provider is
40 serving, her/his full salary will continue. The department, in turn, expects that the
41 employee will come to work on days when she/he is off or is excused early. The employee
42 is also required to reimburse the school system for payments made to her/him from the
43 court.

44
45 B. Subpoenaed

46
47 An employee requested or subpoenaed to appear before a court as a witness representing

1 the school district's interest as determined by the Board, is entitled to administrative leave
2 for such appearance (time off with pay).

3
4 ARTICLE XIII. SUBSTITUTES

5
6 A. Procedure

7
8 If during the school year the childcare manager, lead childcare provider, assistant lead
9 childcare provider or childcare provider is unable to work due to illness or other reasons,
10 the childcare manager, lead childcare provider or childcare provider will follow this
11 procedure:

- 12
13 1. The childcare manager, lead childcare provider, assistant lead childcare provider or
14 childcare provider will call the list of substitutes provided to fill that shift.
- 15
16 2. If the lead childcare provider or childcare provider has called each person on the list
17 and has been unable to find a substitute for the day, they are to notify their manager
18 and the manager will attempt to extend the hours of available staff to fill the need. If
19 this is not possible, the manager will notify the Community Education Childcare
20 Supervisor who will call a sub, or ask the managers of the all-day sites to send an
21 available staff person, or send a transitory staff member to the site.
- 22
23 3. Managers must call the Assistant to the Community Education Childcare Supervisor
24 or the Community Education Childcare Supervisor in the event of an absence.
25 Managers of sites where they are the only staff person need to use specified
26 substitutes with experience and proven abilities to work alone.
- 27
28 4. When staff are having difficulty finding substitutes for pre-planned absences, they
29 may also call on the managers, or the Assistant Supervisor and the Community
30 Education Childcare Supervisor for assistance.
- 31
32 5. The substitute list will be updated and published, if needed, on a quarterly basis.
- 33
34 6. In addition as the budget allows, a transitory staff member will be available each day
35 in case an ill employee is unable to locate a substitute. The Community Education
36 Childcare Supervisor will assign the substitute to a site as needed.

37
38 B. Regular Employment for Substitutes/Temporary Childcare Workers

39
40 Any substitute/temporary childcare worker who works for ninety (90) consecutive
41 workdays as a childcare manager, lead childcare provider, assistant lead childcare provider
42 and childcare provider will be offered a regular position. Days worked by substitutes for
43 childcare manager, lead childcare provider, assistant lead childcare provider and childcare
44 provider who are off work on leave, illness, or injury will not be counted toward the ninety
45 (90) consecutive work days.

1 ARTICLE XIV. LEAVES OF ABSENCE

2
3 A. Eligibility

4
5 Employees shall have the right to request a leave of absence, without pay, in accordance
6 with the provisions of this Article after the successful completion of two years of
7 employment or as otherwise provided for in this Article.
8

9 B. Request Procedure

- 10
11 1. Any request for a leave of absence without pay shall be submitted in writing by the
12 employee to the Board at least, except under emergency circumstances, thirty (30)
13 calendar days in advance of the proposed commencement of the leave of absence
14 being requested.
15
16 2. Requests for a leave of absence shall be answered without undue delay within fifteen
17 (15) working days.
18

19 C. Approval

20
21 Employees may be granted the privilege of a leave of absence without pay at the discretion
22 of the Board. Determinations under this section shall not be arbitrary, discriminatory or
23 capricious.
24

25 D. Payment

26
27 Except as specifically provided, no payment of any kind will be made to or for any
28 childcare worker while on leave.
29

30 E. Family and Medical Leave Act

31
32 The District and the Union will comply with all provisions of the Family and Medical
33 Leave Act.
34

35 F. Leaves of Absence

- 36
37 1. Educational Leaves of Absence. The Board may approve an individual employee's
38 written request for a full time educational leave of absence without pay for an initial
39 period of time up to one (1) year to work toward an Associates Degree or a
40 Baccalaureate Degree and/or any advanced degree. To qualify for such an educational
41 leave, the employee must be admitted as a full-time student as determined by the
42 established requirements of the educational institution relating to full-time status.
43 Before the leave can become effective, proof of enrollment must be submitted by the
44 employee to the Human Resources Department. The employee shall provide evidence
45 of continuous successful full-time enrollment in order to remain on or renew such
46 leave. Such education shall be related to the type of work performed.
47 In lieu of leave of absence and upon employee request and considering operational

1 needs, a reduced or flexible schedule may be granted to an employee working on a
2 degree.

- 3
4 2. Medical Leaves of Absence. Upon depletion of accrued sick leave, an employee,
5 upon request, may be granted a leave of absence including necessary extensions for a
6 period of up to one (1) year upon providing required medical certification for personal
7 illness, injury or temporary disability necessitating his/her absence from work if that
8 employee is in satisfactory employment status. The employee's request shall include a
9 written statement from the employee's physician indicating the specific diagnosis and
10 prognosis necessitating the employee's absence from work and the expected return to
11 work date.

12
13 Request for medical leave of absence after return from injury or illness due to
14 complications and/or relapse shall be considered as a medical leave extension request
15 provided that this type of extension is requested within sixty (60) days of return from
16 original leave.

17
18 Prior to returning to work from a medical leave of absence, the employee will be
19 required to present a fitness for duty medical certification from his/her health care
20 provider.

21
22 Where the Board has reasons to doubt the validity of the certification provided by the
23 employee as part of his/her initial request or request to return to work, the Board
24 reserves the right to have the employee examined by a health care provider selected
25 and paid for by the Board.

- 26
27 3. Military Leave. Whenever an employee enters into active military service of the
28 United States, the employee shall be granted a military leave as provided under
29 applicable federal statutes.
30
31 4. Maternity/Paternity Leave. Upon written request, an employee may, after the birth of
32 his/her child, or adoption of a child, be granted Parental Leave for up to six (6)
33 months.
34
35 5. Family Care Leave. An employee may be granted once during his/her employment,
36 an unpaid leave of absence including necessary extensions for a period not to exceed
37 one (1) year to care for the employee's seriously ill or seriously injured spouse, child
38 or parent who is dependent on the employee for care and support.

39
40 An employee on approved leave under this section, except for military leave, shall not
41 accrue seniority.

- 42
43 6. Leave for Union Office. The Board may grant requests for leaves of absence to
44 employees upon written request of the Union and upon written request of the
45 employee, subject to the following limitations:
46
47

- a. The written request of the Union shall be made to the Board and shall indicate the purpose of the requested leave of absence.
- b. If the requested leave of absence is for the purpose of permitting the employee to serve in an elected or appointed office and it has an expiration date, this leave may cover the period from the initial date of election or appointment through the expiration day of the term of office.
- c. If the requested leave of absence is for the purpose of permitting the employee to serve as staff representative for the International Union, such leave may be granted for the duration of this agreement and renewable thereafter.

7. General Purpose Leave. An employee may be granted a general purpose leave once during his/her employment. Request for a general purpose leave must be made in writing to the Department of Human Resources at least sixty (60) days prior to the start of the leave. A general purpose leave will be granted for periods of no less than six (6) months and no more than one (1) year. An employee scheduled to return to work from a general purpose leave must submit his/her intent to return to work at least thirty (30) days prior to the termination date of the leave. An employee returning from a general purpose leave may only return to work through the bidding process into a vacancy that is posted at the time the employee is eligible to return to work due to termination of the leave per Article VIIC. Employees on general purpose leave will not accrue seniority while on such leave.

G. Return from Leave of Absence

An employee returning from an approved leave of absence of one year or less will be restored to an equivalent position in the employees same classification. A request for early return from such leave shall be made thirty (30) calendar days in advance. Early return from such leave shall be at the discretion of the Board. It shall be the responsibility of the employee to contact the Human Resources Director as soon as possible but no later than thirty (30) calendar days prior to the scheduled expiration date of the leave if the employee intends to request an extension of the leave. Return from approved leave of more than one year shall be to the first vacant position for which the employee is qualified. Failure of the employee to report to work at the expiration of the leave shall constitute separation on the part of the employee.

The above notwithstanding, return from military leave will be as provided by the law.

ARTICLE XV. SCHOOL CLOSING

- A. In the event of a school closing, announcements are posted on the local cable channel and local radio and television stations. A staff telephone fan-out will inform all childcare staff of school closing when notice is given before the beginning of the school day, if they are not expected to report to work. Childcare employees will be paid for one (1) day per year for general catastrophes resulting in the closing of all schools as determined by the Superintendent. Otherwise, if childcare employees are not expected to work, they will not be paid for that day.

1 B. In the event that the schools are closed due to inclement weather or other reasons, and the
2 Superintendent asks all Dearborn Public School staff to report to work, all childcare staff
3 are to report to Snow School from 9 a.m. to 3 p.m. (instead of their regular shift) for an all-
4 staff inservice meeting. Staff will be paid for the hours they attend the meeting on that
5 day.

6
7 ARTICLE XVI. GENERAL EMERGENCY

8
9 A. Transportation

10
11 Parents will be responsible for their child's transportation to and from childcare. Program
12 personnel will not assume responsibility for transportation to or from the sessions.

13
14 B. Late Pick-Ups

15
16 In the event a parent does not arrive by 6:00 p.m. to pick up his/her child, a childcare
17 employee will remain with the child until the parent arrives. If the parent does not arrive
18 by 6:30 p.m. and there has not been any contact with the parent or anyone on the
19 emergency card who is willing to pick up the child, the childcare worker shall contact the
20 Community Education Childcare Supervisor. The childcare employee, though, will remain
21 with the child until appropriate arrangements have been made to pick up the child.

22
23 The childcare employee will receive straight time pay for the first half-hour worked past
24 6:00 p.m. and double time pay thereafter.

25
26 ARTICLE XVII. CHILDCARE WORKER RESPONSIBILITIES

27
28 A. Dress Code

29
30 All staff members are required to dress professionally. Slacks are permitted in the
31 classroom. However, no blue jeans, tight pants, or athletic pants are allowed during times
32 when children and/or parents are present. During the summer months, modest shorts and
33 tops are acceptable. Open toed shoes, sandals, short shorts and thin strapped or strapless
34 tops are unacceptable. Make up, hairstyles and jewelry should be appropriate, and
35 perfumes and colognes are not allowed for the sake of allergic children and staff.

36
37 B. Telephone Use

38
39 1. The telephone shall be available and accessible in the building during the hours that
40 the center is in operation. Pay telephones shall not be considered as meeting this
41 requirement. Emergency telephone numbers, 911, including fire, police, poison
42 control center, and ambulance, shall be conspicuously posted on or immediately
43 adjacent to the telephone.

44
45 2. Telephone courtesy is essential. Parents (our customers) judge us on the basis of
46 telephone conversations. When the childcare employee answers the phone, state the
47 name of the childcare program, and then his/her own name. Provide the requested

1 information regarding the program, discuss all matters with the same courtesy that
2 he/she would appreciate, and treat every call as if it were extremely important -
3 because it is.
4

- 5 3. Personal calls, both incoming and outgoing, are discouraged. Personal calls that must
6 be made or received during working hours are permitted if they are held to a
7 minimum and do not interfere with the employee's work.
8
- 9 4. Cell phone usage is not permitted during work hours. Cell phones are prohibited in
10 the classroom, as outlined in the Dearborn Public Schools Policy 7530.01 Staff Use of
11 Cellular Telephones.
12

13 C. Professional Code

- 14
- 15 1. Childcare managers, lead childcare providers, assistant lead childcare providers and
16 childcare providers are expected to professionally conduct themselves as they carry
17 out their responsibilities. Childcare managers, lead childcare providers, assistant lead
18 childcare providers and childcare providers need to establish and maintain good
19 attitude, rapport, conduct and personal appearance, which will result in a positive
20 effect on the health, welfare and morale of the children, parents and co-workers.
21
- 22 2. Abusive or demeaning language, negligence, carelessness, apathy, tardiness,
23 insubordination, immoral or unethical actions, etc., will not be tolerated and will lead
24 to disciplinary action leading up to and including discharge.
25
- 26 3. The childcare manager, lead childcare provider, assistant lead childcare provider, or
27 childcare provider must remain in the room/center during his/her work shift.
28
- 29 4. When any staff member leaves the room/center for any reason, he/she must inform the
30 remaining staff of his/her whereabouts or purpose, and be sure that the children are
31 supervised.
32
- 33 5. Staff must accompany and remain with children when going outside. It is not
34 permissible to supervise the children from indoors. Staff shall ensure that the
35 equipment being used by the children is age appropriate. The ratio of staff and
36 children during rest time shall comply with the State of Michigan Department of
37 Human Services Office of Children and Adult Licensing.
38
- 39 6. Childcare managers, lead childcare providers, assistant lead childcare providers and
40 childcare providers will prepare the childcare site according to State of Michigan
41 Department of Human Services Office of Children and Adult Licensing regulations.
42 Staff members will have on file and maintain accurately: fully completed child
43 information cards for each child enrolled; physical examinations/health appraisal
44 forms and record or immunization for each child enrolled; daily attendance records;
45 staff physical examinations within the past two years; staff TB tests within the past
46 three years.
47
7. Picking up and returning AV materials, making copies, and checking the mail shall be

1 done at a time when the employee is not in charge of children.

2
3 D. Attendance

- 4
- 5 1. Childcare employees will report to work on time at their regularly scheduled time
6 each day they are scheduled to work.
 - 7
 - 8 2. Childcare employees who are unable to report to work will call the appropriate
9 contact person per established procedures per Article XIII to ensure their
10 responsibilities are covered during their absence.
 - 11
 - 12 3. Employees may only take time off as provided in the contract per Articles XIV and
13 XXIA and C. Employees who do not have time available in either their sick leave or
14 personal business leave banks may not take time off without pay without prior
15 approval from the Supervisor of Human Resources. Time off under such
16 circumstances is intended for the same reasons that are used for the use of sick time
17 and will require documentation to verify it was for good and valid reasons.
 - 18

19 ARTICLE XVIII. HEALTH, ACCIDENTS AND SAFETY

20
21 A. Health Requirements - Childcare Employees

22
23 All childcare managers, lead childcare providers, assistant lead childcare providers and
24 childcare providers are to have on file, both at the Early Childhood office and at the
25 childcare site, a report signed by a licensed physician that declares, to the best of the
26 physician's knowledge, the physical capability of the staff member to perform the duties
27 required. This report shall be signed no more than six (6) months prior to, or thirty (30)
28 days after, the start of employment and every two (2) years thereafter. All childcare staff
29 are to have on file, both at the Early Childhood office and at the childcare site, evidence
30 that the childcare employee is free from communicable tuberculosis, verified within one
31 (1) year before employment and every year thereafter. This provision shall be consistent
32 with the provisions of the Michigan Civil Rights Handicapped Act.

33
34 B. Accidents/Illness

- 35
- 36 1. Whenever a child is ill (running a temperature, lethargic, personality change,
37 vomiting, etc.) or is injured in any way (i.e. bumping head, lacerations other than
38 minor abrasions), the childcare employee must phone the parent to inform them of the
39 occurrence and in some cases ask the parent to pick up the child. Major injuries
40 require an accident report form, in addition to the phone call.
 - 41
 - 42 2. A form provided by the Board will be used for accidents of children that may require
43 the assistance of a doctor. Inform the Community Education Childcare Supervisor
44 and the Community Education Supervisor of the accident immediately. This
45 mandates a phone call to the Community Education Childcare Supervisor and the
46 Community Education Supervisor that day. The childcare manager, lead childcare
47 provider, assistant lead childcare provider and childcare provider must inform parents

1 of any minor or major accidents verbally and with an appropriate form as soon as
2 possible.

3
4 C. Child Protection Law

5
6 All school employees are required to report any suspected cases of child neglect and/or
7 child abuse. This requirement is covered under the provision of the Child Protection Law,
8 Act 238, Public Acts of 1975, amended in 1985.

9
10 When child abuse or neglect is suspected the school employee must immediately make or
11 cause to be made an oral report to the Wayne County Department of Human Services
12 (WCDHS) (1-800-716-2234). An oral report must also be made to the building principal,
13 the Early Childhood Supervisor (317-6536) and the Coordinator of Student Services (827-
14 3005) immediately. THE EARLY CHILDHOOD OFFICE WILL BE RESPONSIBLE
15 FOR FORWARDING THE WRITTEN REPORT TO THE STATE OF MICHIGAN
16 DEPARTMENT OF HUMAN SERVICES OFFICE OF CHILD AND ADULT
17 LICENSING .

18
19 D. Emergency Coverage for Children

20
21 The Building Engineer or Building Operations Specialist will make a good faith effort to
22 be available to the childcare manager, lead childcare provider, assistant lead childcare
23 provider and childcare provider in the event of an emergency in the childcare area. When
24 a childcare manager, lead childcare provider, assistant lead childcare provider, or childcare
25 provider ends their work day and leaves another childcare manager, lead childcare
26 provider, assistant lead childcare provider or childcare provider alone, the childcare
27 manager, lead childcare provider, assistant lead childcare provider or childcare provider
28 will notify the building engineer, building operation specialist or appropriate custodian at
29 that site. In the event a childcare manager, lead childcare provider, assistant lead childcare
30 provider or childcare provider becomes incapacitated, the building engineer, building
31 operations specialist or appropriate custodian will contact the appropriate childcare
32 administrators. This proposal is subject with other affected bargaining units.

33
34 E. Working Conditions

35
36 The Dearborn Early Childhood program will make a good faith effort to follow State of
37 Michigan Department of Human Services Office of Children and Adult Licensing
38 guidelines concerning staffing and working conditions when practical and appropriate.

39
40 F. Removal of a Child

41
42 With prior approval from the Community Education Childcare Supervisor, childcare
43 managers shall have the authority to suspend from the program any child whose behavior
44 is consistently inappropriate, subject to existing procedures. Upon returning, if the child's
45 disruptive behavior continues, the Childcare Manager may request that the child be
46 dismissed from the program. Upon the return of a previously dismissed child, there shall
47 be a conference with the assigned employees to insure that the reintegration of the child

1 into the program is successful.

2
3 G. General

4
5 The Board and the Union will cooperate in the objective of eliminating safety and health
6 hazards. The Board will make every reasonable effort to provide a safe and healthful place
7 of employment free from recognizable hazards.

8
9 It is recognized that emergency circumstances may arise, and the Board will make
10 satisfactory arrangements for immediate protection of the affected employee, and the
11 general public in an expeditious manner.

12
13 H. Employee Injury

14
15 Any childcare manager, lead childcare provider, assistant lead childcare provider and
16 childcare provider injured while on duty is required to fill out an employee injury form and
17 call the Early Childhood Supervisor and the Community Education Supervisor as soon as
18 possible.

19
20 Medical treatment is provided only at the Midwest Health Clinic. The employee will use
21 the referral form for treatment at these centers.

22
23 The Board will pay for staff tuberculosis tests taken at the Dearborn Health Department
24 located at the Henry Ford Centennial Library.

25
26 ARTICLE XIX. SEXUAL HARASSMENT

27
28 The Union and the Board agree that they will comply with all applicable equal opportunity and
29 anti-discrimination laws.

30
31 1. It is the Dearborn Public Schools firm policy that it will not permit, and will take
32 strong action against any sexual harassment of its employees by anyone and
33 particularly by fellow employees or management. The Equal Employment
34 Opportunity Commission defines sexual harassment as unwelcome sexual advances,
35 requests for sexual favors, and other verbal and physical conduct and communication
36 of a sexual nature when either:

- 37
38 a. submission to or rejection of such conduct or communication by an individual
39 is used as a factor in decisions affecting such individual's hiring or
40 employment, or:
41
42 b. such conduct or communication has the purpose or effect of substantially
43 interfering with an individual's employment or creating an intimidating, hostile
44 or offensive employment environment.

45
46 2. Because sexual harassment is difficult to define with precision, interested employees
47 are invited to contact the Human Resources Department for clarification of this

1 policy. It is the Dearborn Public School's policy that its employees may not be
2 subjected to this type of conduct. If it comes to the attention of the Board that an
3 employee has violated this policy, prompt disciplinary action will be taken which may
4 include dismissal. Also, if someone other than a co-worker violates this policy, the
5 Board will take appropriate action to discourage such offensive behavior.
6

- 7 3. Any employee who believes he/she is subject to any type of discrimination or sexual
8 harassment must report such to their immediate supervisor or bring their complaint to
9 the attention of the Director of Human Resources or any member of the
10 Administration. It will investigate each complaint thoroughly and confidentially.
11
- 12 4. All grievances related to sexual harassment will begin at Step 3 of the grievance
13 procedure as contained in this agreement.
14

15 Article XX. SALARY SCHEDULE AND RELATED MATTERS

16
17 A. Step Definition

- 18
19 1. Step 1 is defined as any employee with less than one (1) year seniority within that
20 classification as of September 1st.
21
- 22 2. Step 2 is defined as any employee with one (1) year seniority but less than two (2)
23 years seniority within that classification as of September 1st.
24
- 25 3. Step 3 is defined as any employee with two (2) or more years of seniority within that
26 classification as of September 1st.
27
28

29 B. Effective Date

30
31 Employees hired on or after March 1, but before September 1, for salary purposes only,
32 will be treated as though their effective date of hire was September 1 of that next school
33 year.

34 C. Salary Schedule

35
36 2009-10

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	
37				
38				
39				
40	Childcare Manager	\$13.98	\$14.67	\$15.39
41	Lead Childcare Provider	\$ 9.86	\$10.56	\$11.26
42	Assistant Lead Childcare Provider	\$ 8.48	\$ 8.90	\$ 9.28
43	Childcare Provider	\$ 7.94	\$ 8.37	\$ 8.76
44				

45 There shall be a re-opener on or before October 31, 2010 for 2010-11 wages only.

46
47 There shall be a re-opener on or before October 31, 2011 for 2011-12 wages only.

1 D. Each employee shall receive an additional ten cents (10¢) per hour above the wage scale
2 set forth on their tenth (10th) anniversary date of hire, an additional fifteen cents (15¢) per
3 hour on the fifteenth (15th) anniversary date of hire, an additional twenty cents (20¢) per
4 hour on the twentieth (20th) anniversary date of hire.

5
6 E. Set Up Time

7
8 All childcare managers, lead childcare providers, assistant lead childcare providers and
9 childcare providers will be given room set-up time equivalent to one (1) day of their
10 regular shift before and after the school year.

11
12 F. Set Up Days

13
14 Any year-round childcare program shall be closed one week prior to the beginning of the
15 school year for the purpose of inservice, preparation and cleaning, subject to budget
16 constraints. Employees shall be paid at their regular rate.

17
18 G. Planning Time

19
20 On a case by case basis, the Community Education Childcare Supervisor may authorize
21 one (1) additional paid hour weekly for a childcare manager, lead childcare provider,
22 assistant lead childcare provider or childcare provider for planning at a time when they are
23 not responsible for children.

24
25 H. Billing Time

26
27 All childcare managers or lead childcare providers assigned billing responsibilities will be
28 compensated one (1) additional hour per month for paperwork related to billing, staffing,
29 ordering and licensing. Additional hours are subject to approval by the Community
30 Education Childcare Supervisor.

31
32 I. Travel Reimbursements

33
34 Employees will be reimbursed when on business for Dearborn Public Schools at the IRS
35 allowable rate per actual mile plus parking. Employees shall receive their regular hourly
36 wage while on business for the program.

37
38 J. Temporary Assignments

39
40 The employer may temporarily assign an employee to perform duties and responsibilities
41 of another classification. To be eligible for temporary assignment pay for all hours worked
42 under such circumstances, the employee must be directed by the employer to perform the
43 duties and assume the responsibilities of a different classification.

44

1 ARTICLE XXI. BENEFITS

2
3 A. Leave/Sick Days

4
5 Childcare employees earn two non-cumulative personal business days each school year. In
6 addition, each childcare employee will earn two cumulative sick days per year, which shall
7 accumulate. Summer employees will be granted one (1) additional sick day. These days
8 are calculated by totaling the employee's hours worked per week and dividing by five
9 (days). Personal business days not used prior to the end of the school or fiscal year,
10 whichever is relevant, shall be added to the employee's accumulated sick leave days.
11 Beginning September 1, 1998, each childcare employee will earn one (1) additional sick
12 day per year and beginning September 1, 1999, each childcare employee will earn another
13 additional sick day.

14
15 B. Health Insurance – HAP or BCN, HMO, Delta Vision, and Delta Dental

- 16
17 1. Effective September 1, 1994, those employees hired before September 1, 1987, and
18 all childcare managers with one year or more of seniority who work 25 hours or more,
19 and who are not already covered by health, vision and/or dental insurance, will have
20 the opportunity to buy into the following health benefits effective the first day of the
21 month following the ratification and signing by all parties concerned. All present
22 childcare head supervisors who are reclassified as lead childcare providers will be
23 "grandpersoned in" for these benefits.
24
25 2. Effective September 1, 1993, all lead childcare providers working 25 hours or more,
26 and who are not already covered by health, vision and/or dental insurance, will have
27 the opportunity to buy into these health benefits.
28
29 3. All childcare providers and assistant lead childcare providers with one (1) years
30 seniority who work thirty (30) hours or more, and who are not already covered by
31 health, vision and/or dental insurance, will have an opportunity to buy into these
32 health benefits.
33
34 4. The childcare worker will pay 50% of the premium. Any childcare worker qualified
35 under #1 - #3 who has carried health, vision and/or dental insurance for four (4)
36 consecutive years, will pay 25% of the premium; after carrying such insurance for ten
37 (10) consecutive years, the childcare worker will pay 20% of the premium.
38
39 5. For employees who have carried health insurance prior to September 1, 2000,
40 carrying medical insurance for four years will be the qualifying factor for 25%
41 payment on dental and vision.
42
43 6. All childcare workers hired before September 1, 2010 will continue to pay that
44 percentage of the insurance premium they were paying as of August 31, 2010 for the
45 period extending through October 31, 2012.
46
47 7. Employees hired on or after September 1, 2010 will be eligible to qualify for
insurance after two (2) years of employment. These employees will pay 60% of the

1 premium and after five (5) years of taking insurance will pay 50% thereafter.

- 2
3 C. Each childcare employee will be allowed to take three (3) days per year for the purposes of
4 bereavement in the event of the death of an immediate family member. These days shall
5 be deducted from the accumulated sick leave of an employee. The immediate family will
6 be considered relations up to and including first cousins of the employee and employee's
7 spouse or domestic partner.
8

9 ARTICLE XXII. MISCELLANEOUS BENEFITS

10
11 A. Library Card

12
13 The Henry Ford Centennial Library located in Dearborn, Michigan will be provided a list
14 of individuals employed as childcare workers in the Dearborn Public Schools.
15

16 B. Graphics Lab

17
18 The Graphics Lab at the Ten Eyck Administrative Service Center will be provided a list of
19 individuals employed as childcare workers in the Dearborn Public Schools. The services
20 available in the Graphics Lab are subject to budgetary constraints.
21

22 C. Holidays

23
24 Because of the nature of our services, holidays will be determined by the school calendar,
25 except at the Snow Childcare Center. We are normally closed on New Year's Day,
26 Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
27

28
29 D. Schedule for Early Release and Conference Days

30
31 If needed and where practical, the Early Childhood Office will provide each childcare
32 location with a schedule of early release and parent/teacher conference days for their
33 location on a bi-monthly basis.
34

35 E. Credit Union

36
37 Childcare managers, lead childcare providers, assistant lead childcare providers and
38 childcare providers are eligible to use the Member Focus Community Credit Union located
39 at 6246 Chase Road.
40

41 F. Staff Childcare Costs

42
43 Tuition costs for children of all regular childcare workers using Dearborn Public Schools
44 Childcare services will be one half of existing tuition rates. The employee is responsible
45 for the full cost of registration fees and the full cost of any field trips and bus charges.

1 G. Staff Meeting and Advisory Team

2
3 The Early Childhood Supervisor will hold at least four paid meetings each year with school
4 age and all-day preschool childcare staffs with at least one of these meetings for the staffs
5 combined. Attendance is mandatory for all employees designated to attend by the
6 Childcare Supervisor unless prior approval to be excused is obtained from the Childcare
7 Supervisor and documentation indicating a good a valid reasons for being excused is
8 presented the next work day.
9

10 H. Site Visitation

11
12 Whenever possible, the Early Childhood Supervisor shall visit each site at least one time
13 per year to consult with staff on program operations.
14

15 I. Supplies

16
17 The Childcare Manager is responsible for ordering items through the recommended
18 vendors as approved by the Early Childhood Supervisor.
19

20 J. Mail Service

- 21
- 22 1. The Union shall be permitted to use the employee's mailboxes to communicate on
23 issues such as individual or group grievances, notice of meetings and all other
24 matters, which originate from conducting business with the Board.
25
 - 26 2. The use of the inter-school mail shall be restricted to only that mail necessary to
27 conduct business with or communicate with members regarding Union activities. No
28 partisan political literature nor materials ridiculing individuals by name or obvious
29 direct reference nor defamatory or detrimental to the Board or Union, shall be
30 distributed through the mail system.
31
 - 32 3. The Board shall be held harmless for delivery and security of such mail, including
33 mail directed to Union members from outside the agency. However, the Board shall
34 not intentionally open, alter, intercept, delay, or in any manner tamper with articles so
35 mailed, if marked "UAW confidential."
36

37 K. Labor-Management

38
39 The parties agree that one way to sustain an atmosphere of working together as partners to
40 provide a healthy atmosphere for not only the children in the District's care, but also the
41 employees, is for employees to have various avenues to address issues and concerns. The
42 Employer encourages employees to do so without fear of reprisal.
43

44 Labor/management meeting present one opportunity for this "partnership" to be explored
45 and developed. These meetings shall be for the purpose of maintaining communication in
46 order to cooperatively meet and confer on problems of mutual concern to the parties. It is
47 hoped that these meetings will be opportunities for constructive input into the means,

1 manner and methods of service delivery, with the understanding that the Employer is in no
2 way waiving its management rights in these areas. The agenda will be jointly developed in
3 advance of said meetings.
4

5 Labor/management meetings may be requested by either party. Meetings will be held no
6 more than quarterly. The Union will be represented by at least two (2), members selected
7 by the Union. The Employer's representatives will not exceed the number of Union
8 Representatives on this Committee.
9

10 ARTICLE XXIII. CONFORMITY TO LAW

11

12 Should any Federal or State law, municipal ordinance, or any court, or funding source
13 order or ruling conflict with any provisions of this Agreement. The provisions so affected
14 will be amended or deleted to the extent necessary to conform to the said law, ordinance,
15 order or ruling. In all other respects, this Agreement shall continue in full force and effect.
16

17 ARTICLE XXIV. MANAGEMENT RIGHTS

18

19 A. Definition

20

21 The Board retains the sole right to manage its affairs, including but not limited to, the right
22 to plan, direct and control its operations; to determine and redetermine the location of its
23 facilities; to decide and redecide the business hours of its establishments; to decide and
24 redecide the types of services it shall provide, including the scheduling and means of
25 providing such services; to study and/or introduce new or improved methods or facilities;
26 to maintain order and efficiency in its operations; to promulgate and repromulgate work
27 rules; to hire, lay off, assign, transfer and promote employees; and to determine and
28 redetermine the starting and quitting time, work schedules and the number of hours to be
29 worked; the number of the work force, and to determine and redetermine the qualifications
30 of its employees, standards of work and quality of service; and all other rights and
31 prerogatives including those exercised as in the past, subject only to clear and express
32 restrictions governing the exercise of these rights as are expressly provided for in this
33 Agreement.
34

35 B. Subcontracting

36

37 Local 174 recognizes the right of the Board to subcontract any work.
38

39 C. Discipline and Discharge

40

41 The Board retains the sole right to discipline and discharge employees for cause, provided
42 that in the exercise of this right it will not act in violation of the terms of this Agreement.
43

44 ARTICLE XXV. DURATION OF THIS AGREEMENT

45

46 This agreement is effective upon ratification and Board approval 2010 and shall continue in full
47 force and effect until October 31, 2012 except for wage re-opener on or before October 31, 2010

1 for the 2010-11 contract year and on or before October 31, 2011 for the 2011-12 contract year.

2
3 ARTICLE XXVI. GRIEVANCE PROCEDURE

4
5 A. A grievance is a complaint by an employee in the bargaining unit concerning any alleged
6 violation of this Agreement. The employee will first discuss the grievance with their
7 immediate supervisor on an informal basis.

8
9 B. If the matter is not resolved, all grievances will be handled in the following manner:
10 Step 1 - Within fifteen (15) working days of the occurrence or within fifteen (15) working
11 days after a reasonable and prudent person should have discovered the facts on which the
12 grievance is based, the employee will file a written grievance on the grievance form with
13 his/her supervisor, with copies to the Union and the Human Resources Department. The
14 supervisor will give written reply to the employee filing the grievance within ten (10)
15 working days with copies to the Union and the Human Resources Department.

16
17 Step 2 - Within fifteen (15) working days after delivery of the supervisor's decision, the
18 grievance may be appealed to the grievance committee. The appeal shall be in writing and
19 shall set forth specifically the act or condition and the grounds on which the grievance is
20 based. Within fifteen (15) working days after delivery of the appeal, two members
21 designated by the Union and two members designated by the Board, shall have a grievance
22 hearing. Within fifteen (15) working days after the hearing, the employer will forward its
23 decision in writing, together with reasons, to the Union.

24
25 Step 3 - Within fifteen (15) working days after delivery of the grievance committee's
26 decision, the grievance may be appealed to the Superintendent. The appeal shall be in
27 writing and shall set forth specifically the act or condition and the grounds on which the
28 grievance is based. Within fifteen (15) working days after delivery of the appeal, the
29 Superintendent or Superintendent's representative shall investigate the grievance. As part
30 of this investigation, the Superintendent or Superintendent's representative shall give the
31 person or persons who presented the grievance at Step 2 a hearing in the presence of the
32 Union representative. Within fifteen (15) working days after the hearing, the
33 Superintendent or the Superintendent's representative shall communicate the decision in
34 writing, together with reasons, to the aggrieved employee and to the Union.

35
36 Step 4 - Within fifteen (15) working days after delivery of the Superintendent's decision,
37 either party may request the services of the State Mediator's office. Should such a request
38 be made, the parties will utilize the services of the State Mediator to facilitate the
39 resolution of the grievance. Neither party may be represented by legal counsel at this step
40 of the grievance procedure. Should a resolution not be reached, then the parties may
41 proceed to arbitration.

42
43 Step 5 - If the Union is dissatisfied with the decision of the Superintendent, the Union may
44 refer the matter to arbitration by delivering written notice of its desire to arbitrate to the
45 Superintendent of Schools and the American Arbitration Association within ten (10)
46 working days after the Union's receipt of the decision of the Superintendent. The arbitrator
47 shall be selected from the rolls of the American Arbitration Association and the arbitration

1 shall be conducted under the rules of the American Arbitration Association. The fees and
2 expenses of the arbitrator shall be shared equally by the Board and the Union.

3
4 The arbitrator shall confine the decision to the sole question of whether or not there has
5 been a violation of this Agreement and, if he/she finds a violation, the appropriate relief.
6 The arbitrator's award shall be final and binding on the Board and the Union and any
7 employees involved unless the Board, by vote of at least two-thirds (2/3) of its members
8 taken within twenty (20) working days after receipt of the arbitrator's decision, shall elect
9 to treat the award as advisory rather than final or binding. In such event, the award shall
10 not be final and binding but shall be advisory only.

11
12 C. If, in the judgment of the Union, a grievance affects a group or class of employees, the
13 Union may submit such grievance in writing directly at Step 1. The grievance must be
14 presented within fifteen (15) working days of the occurrence of the facts on which the
15 grievance is based.

16
17 D. Failure at any step of the grievance procedure to communicate the decision on a grievance
18 within the specified time limits shall permit lodging an appeal at the next step of the
19 procedure within the same time which would have been allotted had the decision been
20 given; provided; however, that if the decision is not made and communicated to the
21 employee and the Union for this purpose, any notice postmarked within the time limits and
22 mailed to the employee and the Union at its last known address shall be within the time
23 limits; further, in connection with a Union grievance, no employee need be notified.

24
25 E. 1. Failure to commence to process the grievance within the time limits set forth above
26 shall bar the grievance.
27
28 2. Failure to appeal a decision to the next step within the time limits set forth above shall
29 constitute acceptance of the last written decision and shall bar future action on that
30 particular grievance.

31
32 F. Any individual employee may present a grievance and have the grievance adjusted without
33 intervention of the Union if the adjustment is not inconsistent with the terms of this
34 Agreement, providing the Union has been given an opportunity to be present at such
35 adjustment at all steps.

36
37 G. A Union representative may be present at all steps of the grievance procedure. In the event
38 a Union representative is not present or does not consent to the resolution of the grievance,
39 any settlement shall not be used by either party in any other grievance or arbitration
40 proceeding.

41
42 H. Any agreement reached through the grievance procedure will be implemented promptly.

43
44 ARTICLE XXVII. TERMINOLOGY

45
46 ALL DAY PRESCHOOL CHILDCARE PROGRAM

1 Includes children ages 2-1/2 - 6 years

2

3 CHILDCARE MANAGER - School-Age and/or Extended Kindergarten

4

5 Supervises staff and children on site and manages the childcare center. Completed a minimum of
6 60 semester hours of credit at an accredited college or university with 2 credit hours in
7 administration, 18 credit hours in early childhood education, child development, psychology, or
8 related field and 1920 hours experience (see job description for further details).

9

10 CHILDCARE MANAGER - All Day Pre-School Childcare

11

12 Supervises staff and children on site and manages the childcare center. Completed a Bachelor's
13 degree at an accredited college or university in early childhood education, child development or
14 child psychology. May consider candidate that has completed a minimum of 60 semester hours
15 of credit at an accredited college or university with 2 credit hours in administration, 18 credit
16 hours in early childhood education, child development, psychology or related field and 1920
17 hours experience (see job description for further details).

18

19 CHILDCARE PROVIDER

20

21 Supervises children on site. Completed a minimum of a high school diploma (see job description
22 for further details).

23

24 CHILD INFORMATION CARD

25

26 Distributed by State of Michigan, Family Independence Agency contains all emergency
27 information on each child and is to be kept on file at site.

28

29 STATE OF MICHIGAN DEPARTMENT OF HUMAN SERVICES OFFICE OF CHILDREN
30 AND ADULT LICENSING

31

32 (Formerly Family Independence Agency)

33

34 KINDER CLUB PROGRAM

35

36 Includes children in kindergarten

37

38 LEAD CHILDCARE PROVIDER

39

40 Supervises children on site, and childcare providers in the same assigned classroom. Completed
41 a CDA (Child Development Associate) credential, a child development job training program
42 with 480 hours of experience, or a minimum of 12 semester hours of credit at an accredited
43 college or university in early childhood education, child development psychology or a related
44 field with 960 hours of experience. Lead childcare providers for infant and toddlers shall have 3
45 semester hours in infant/toddler development and care practices from an accredited college or
46 university, or 4.5 CEU's in infant/toddler development and care practices. (see job description
47 for further details).

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ASSISTANT LEAD CHILDCARE PROVIDER

One year experience in a childcare setting and a minimum of six semester hours of credit at an accredited college or university in early childhood education, child development, psychology, or a related field (see job description for further details), or a C.D.A.
Assistant Lead Childcare Provider positions will be created based on operational need.

The intent of this position is not to erode the Lead Childcare position.

LESSON PLANNING TIME

Time for planning activities for the children.

NAEYC

National Association for the Education of Young Children.

RATIO

Number of children per adult as determined by the State of Michigan Department of Human Services Office of Children and Adult Licensing.

SCHOOL AGE CHILDREN

Can include children grades K through 8th.

SET-UP TIME

Time allotted to organize childcare site, including any paperwork, classroom layout, etc.

1 BOARD OF EDUCATION OF THE SCHOOL
2 DISTRICT OF THE CITY OF DEARBORN
3 (Signed)
4

5
6 _____
Aimee Blackburn, President
7

8
9
10 _____
11 Brian Whiston, Superintendent
12

UAW Local 174
CHILDCARE WORKERS
(Signed)

Cynthia Elder

Dawn Demos

Julie Trout

Paula Selby
UAW International Representative

John Zimmick
President, UAW Local 174

Rory Gamble, Regional Director
UAW Region 1-A

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LETTER OF AGREEMENT #1
BETWEEN
DEARBORN CHILDCARE WORKERS OF THE INTERNATIONAL WORKERS
OF AMERICA, UAW AND ITS LOCAL 174 AND
DEARBORN BOARD OF EDUCATION

Each childcare worker will receive one day's pay (based on their regular profile) for the holidays listed below:

2010-11 HOLIDAYS

Thanksgiving	Thursday	November 25, 2010
Thanksgiving	Friday	November 26, 2010
Winter Break	Friday	December 24, 2010
Winter Break	Friday	December 31, 2010
Martin Luther King	Monday	January 17, 2011 (HFCC only)
Spring Break	Friday	April 22, 2011 (P-12 only)
Memorial Day	Monday	May 30, 2011

Those employees who work the last scheduled workday before and the first scheduled work day after or who are on paid sick leave, paid personal leave, unpaid vacation time, and Family Medical Leave before or after a schedule paid holiday, will be paid for that holiday.

For the Board of Education
of the School District of the
City of Dearborn

For the UAW Local 174
Childcare Workers

Brian Whiston, Superintendent
Superintendent

Paula Selby
UAW International Representative

Date: _____

Date: _____

LETTER OF AGREEMENT #2
BETWEEN
DEARBORN CHILDCARE WORKERS OF THE INTERNATIONAL WORKERS
OF AMERICA, UAW AND ITS LOCAL 174 AND
DEARBORN BOARD OF EDUCATION

Each childcare worker will receive one day off work without pay (based on their profile) each year for care of family. This day may be used as follows:

1. The care of family day is to be used to care for ill members of the immediate family, including husband, wife, children, father, mother, brother, sister, grandparents, aunt, or uncle.
2. The employee is responsible for securing a substitute following the guidelines in Article XIII.
3. The employee is entitled to one day, without pay, equal to their profile. It can not be taken in hourly increments.

For the Board of Education
of the School District of the
City of Dearborn

For the UAW Local 174
Childcare Workers

Brian Whiston, Superintendent
Superintendent

Paula Selby
UAW International Representative

Date: _____

Date: _____