

Article XXI Benefits 3-21-13

Old Language

A. Leave/Sick Days

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

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

1. Effective September 1, 1994, those employees hired before September 1, 1987, and all childcare managers with one year or more of seniority who work 25 hours or more, and who are not already covered by health, vision and/or dental insurance, will have the opportunity to buy into the following health benefits effective the first day of the month following the ratification and signing by all parties concerned. All present childcare head supervisors who are reclassified as lead childcare providers will be "grandparented in" for these benefits.
2. Effective September 1, 1993, all lead childcare providers working 25 hours or more, and who are not already covered by health, vision and/or dental insurance, will have the opportunity to buy into these health benefits.
3. All childcare providers and assistant lead childcare providers with one (1) years seniority who work thirty (30) hours or more, and who are not already covered by health, vision and/or dental insurance, will have an opportunity to buy into these health benefits.
4. The childcare worker will pay 50% of the premium. Any childcare worker qualified under #1 - #3 who has carried health, vision and/or dental insurance for four (4) consecutive years, will pay 25% of the premium; after carrying such insurance for ten (10) consecutive years, the childcare worker will pay 20% of the premium.
5. For employees who have carried health insurance prior to September 1, 2000, carrying medical insurance for four years will be the qualifying factor for 25% payment on dental and vision.

6. All childcare workers hired before September 1, 2010 will continue to pay that percentage of the insurance premium they were paying as of August 31, 2010 for the period extending through October 31, 2012.
 7. Employees hired on or after September 1, 2010 will be eligible to qualify for insurance after two (2) years of employment. These employees with pay 60% of the premium and after five (5) years of taking insurance will pay 50% thereafter.
- C. Each childcare employee will be allowed to take three (3) days per year for the purposes of bereavement in the event of the death of an immediate family member. These days shall be deducted from the accumulated sick leave of an employee. The immediate family will be considered relations up to and including first cousins of the employee and employee's spouse or domestic partner.

New language

- A. Effective July 1, 2012 employee will earn two non cumulative personal business days and four cumulative sick days each school year, which shall accumulate. 12 month employees will earn an additional 1 sick day. Time credited will be calculated based on the total hours scheduled per week and dividing by five. Personal business days no used prior to the end of the school year shall be added to the employee's sick bank.
- B. Health Dental and Optical Insurance.
 1. All child care workers receiving health, dental and optical insurance benefits prior to ratification of this agreement shall continue to have coverage at the level in place at the time of ratification through June 30, 2013.
 2. Effective July 1, 2013 benefits paid by the district shall be limited based on the single coverage hard caps established under Public Act 152 of 2011. The cap, though not required by law, shall apply to dental and vision benefits.
 - a. Employees scheduled to work eighty (80) hours per pay period shall be eligible for 100% of the hard cap benefit. Employees schedule to work seventy (70) or more hours but less than eighty (80) hours per pay period shall be eligible for 87.5% of the hard cap. Employees schedule to work sixty (60) or more hours but less than seventy (70)

hours per pay period shall be eligible for 75% of the hard cap. Employees working less than sixty (60) hours per pay period shall not be eligible for benefits.

- b. Notwithstanding paragraph a above those employees working fifty (50) hours per pay and receiving health, dental and optical benefits on June 30, 2013 shall be eligible for benefits with the employer paying 75% of the single coverage hard cap.
- c. Notwithstanding paragraph a and b above employees with seniority dates earlier than October 1, 1994 shall be eligible for benefits with the employer paying eighty percent (80%) of full single coverage or the hard cap coverage premium which ever is lower.

3. Health, Dental and Vision insurance plan design shall be determined by the district after consultation with the union.

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

Paula Selby
3-21-13

Pete J. Beck
3-21-13

CURRENT LANGUAGE

ARTICLE II. THE BARGAINING UNIT

D. Classifications

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

J. Negotiations

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

PROPOSED LANGUAGE

ARTICLE II. THE BARGAINING UNIT

D. Classifications

- 1. Childcare Managers
- 2. Lead Childcare Providers
- 3. Childcare Providers

Current Job Descriptions for each classification shall be attached to the Collective Bargaining Agreement as attachment A. Descriptions may be modified provided no description is modified to significantly change the scope of the employee's job duties.

J. Negotiations

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

Signed by *Andy Helby* for the UAW
 Date: 3-21-13

Signed by *Paul J. [Signature]* for the Administration
 Date: 3-21-13

ARTICLE XXII. MISCELLANEOUS BENEFITS

Current Language

C. Holidays

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

Proposed Language

C. Holidays

Each childcare worker will receive one day's pay (based on their regular profile) for the six (6) holidays listed below:

Thanksgiving	Thursday	
Thanksgiving	Friday	
Winter Break	December 25 th or the Monday following if on a weekend	
Winter break	January 1 st of the Monday Following if on a weekend	
Martin Luther King	Monday	(HFCC only)
Spring Break	Friday	(P-12 only)
Memorial Day	Monday	

Employees must work their scheduled work day prior to and after or be on approved paid leave in order to be eligible for holiday pay.

Paula Kelly
3-21-13

Robert J. Beatty
3-21-13

ARTICLE XVIII. HEALTH, ACCIDENTS AND SAFETY

Current Language

H. Employee Injury

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

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

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

Proposed Language

H. Employee Injury

Any childcare manager, lead childcare provider and childcare provider injured while on duty is required to fill out an employee injury form and call the Early Childhood Supervisor as soon as possible.

Medical treatment is provided only at the districts designated occupational health clinic (currently Midwest Health Clinic). The employee will use the referral form for treatment at these centers.

Paula Kelly
3-21-13

Bob J. Beck
3-21-13

CURRENT LANGUAGE

PROPOSED LANGUAGE

ARTICLE XV. SCHOOL CLOSING

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 with three or more years of seniority will be paid for one (1) day per year for general catastrophe 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.

A. In the event of a school closing, announcements are posted on the local cable channel and local radio and television stations through local media. A staff telephone fan-out A district-wide call-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 with three or more years of seniority will be paid for one (1) day per year for general catastrophe resulting in the closing of all schools as determined by the Superintendent. will be paid for no more than two (2) snow days per year as determined by the Superintendent. Otherwise, if childcare employees are not expected to work, they will not be paid for that day.

For a general catastrophe that results in the closing of any individual school or schools, childcare employees may be relocated to assist at other childcare locations while the building is closed. If the childcare employee scheduled to work in their scheduled building cannot be placed elsewhere, through no fault of their own, they will be paid for the day.

Signed by *Shirley Kelly*

Signed by *Patrick Seetha*

for UAW Local 157 for the Administration

Date: 3-21-13

Date: 3-21-13

CURRENT LANGUAGE

ARTICLE XVI. GENERAL EMERGENCY

A. Transportation

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

B. Late Pick-Ups

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

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

PROPOSED LANGUAGE

ARTICLE XVI. GENERAL EMERGENCY

A. Transportation

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

B. Late Pick-Ups

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

The childcare employee will receive straight time pay for the first fifteen (15) minutes worked past 6:00 p.m. and double time pay thereafter.

Signed by Subj Kelly for the UAW

Date: 3-21-13

Signed by Robt J. Reed for the Administration

Date: 3-21-13

CURRENT LANGUAGE

Article XX. SALARY SCHEDULE AND RELATED MATTERS

E. Set Up Time

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

PROPOSED LANGUAGE

Article XX. SALARY SCHEDULE AND RELATED MATTERS

E. Set Up Time

All childcare managers, lead childcare providers and childcare providers will be given two (2) clean-up days before school opens in the fall and after school closes in the summer. On clean-up days, all employees shall be paid for time worked, not profile hours.

Signed by Paula Selby for the UAW

Date: 3-21-13

Signed by Robert J. Seibert for the Administration

Date: 3-21-13

ARTICLE XXVI. GRIEVANCE PROCEDURE

Current Language

B.

Step 5 - If the Union is dissatisfied with the decision of the Superintendent, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the Superintendent of Schools and the American Arbitration Association within ten (10) working days after the Union's receipt of the decision of the Superintendent. The arbitrator shall be selected from the rolls of the American Arbitration Association and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union.

The arbitrator shall confine the decision to the sole question of whether or not there has been a violation of this Agreement and, if he/she finds a violation, the appropriate relief.

The arbitrator's award shall be final and binding on the Board and the Union and any employees involved unless the Board, by vote of at least two-thirds (2/3) of its members taken within twenty (20) working days after receipt of the arbitrator's decision, shall elect to treat the award as advisory rather than final or binding. In such event, the award shall not be final and binding but shall be advisory only.

Proposed Language

B.

Step 5 - If the Union is dissatisfied with the decision of the Superintendent, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the Superintendent of Schools and the Michigan Employment Relations Commission (MERC) labor arbitration service within ten (10) working days after the Union's receipt of the decision of the Superintendent. The arbitrator shall be selected from a list of candidates provided by MERC and the arbitration shall be conducted under the rules of MERC labor arbitration service. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union.

The arbitrator shall confine the decision to the sole question of whether or not there has been a violation of this Agreement and, if he/she finds a violation, the appropriate relief.

The arbitrator's award shall be final and binding on the Board and the Union and any employees involved unless the Board, by vote of at least two-thirds (2/3) of its members taken within twenty (20) working days after receipt of the arbitrator's decision, shall elect to treat the award as advisory rather than final or binding. In such event, the award shall not be final and binding but shall be advisory only.

Paula Kelly
3-21-13

Robert J. Smith
3-21-13

3-21-13

ARTICLE V. PERSONNEL

Old Language

D. Evaluation of Childcare Managers, Lead Childcare Providers, Assistant Lead Childcare Providers and Childcare Providers

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

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

The Community Education Childcare Supervisor will write a formal evaluation once every two years on each childcare manager, lead childcare provider, assistant lead childcare provider and childcare provider. This evaluation will be comprised from information obtained through the following avenues:

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

Proposed Language

D. Evaluation of Childcare Managers, Lead Childcare Providers and Childcare Providers

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

The evaluation is designed to be a two way communication tool, shall be diagnostic in nature only and may not be used by either party for any form of disciplinary action.

The Early Childhood Supervisor will complete a formal evaluation once every year, prior to June 15th. The evaluation shall be based on the job performance of each childcare manager, lead childcare provider and childcare providers. The Supervisor will discuss the evaluation with each employee. A copy will be signed and placed in the employee's file.

Employees who have been members of the unit a minimum of four months, employed on the 30th of June and receiving an effective or higher annual evaluation, shall receive a performance bonus. The Bonus shall be \$0.10 per hour for each hour paid from the preceding July 1st through June 30th. The payment shall be paid during the month of July.

Paula Selby
3-21-13

Robert J. Galt
3-21-13

ARTICLE V. PERSONNEL

A. Definition of Employment Status

Old Language

- (6) Transitory staff are staff of classification not assigned to any specific sites, but that work at any of the sites as needed.

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

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

Proposed Language

- (6) Transitory staff are staff of a specific classification not assigned to any specific sites, but that work at any of the sites as needed. Multi-site Managers are not considered transitory staff.

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

There will be no more than one "transitory staff" per 10 employees. Each "transitory staff" will be assigned a set number of hours per week which are subject to change dependent upon the operational needs of the program.

Paula Selby
3-21-13

Robert J. Costa
3-21-13

ARTICLE XXV. DURATION OF THIS AGREEMENT

Current language

This agreement is effective upon ratification and Board approval 2010 and shall continue in full force and effect until October 31, 2012 except for wage re-opener on or before October 31, 2010 for the 2010-11 contract year and on or before October 31, 2011 for the 2011-12 contract year.

Proposed language

This agreement is effective upon ratification and Board approval and shall continue in full force and effect until October 31, 2017.

Paula Selby
3-21-13

Paul J. Galt
3-21-13

Child Care Union Union Security Language 3-21-13

Paragraphs 1-6 are Current language

Paragraph 7 is Proposed Language

ARTICLE IV. UNION SECURITY

1. During the life of this Agreement, the Board shall deduct monthly dues as membership dues levied by the International Union or Local Union from the pay of each employee who executes the authorization for check-off of dues card in the form agreed to by the Board and the Union provided that the Board shall not deduct nor shall the Union request any deductions which are to support any local, state, or national political parties or political issues.
2. The Board agrees to deduct from the first pay day for each month from the employees' wages, monthly dues as membership dues for the current month. The Board shall remit such funds to the financial secretary of the local union on or before the twentieth day of the month in which such deductions are made, together with a list showing the names and amounts deducted for each individual.
3. The Board will explain the checkoff arrangements between the Board and the union at the time of hiring a new employee.
4. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity within the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by the local union.
5. Upon checking the list, the local union financial secretary will make and submit a list of employees, and amounts and deductions necessary to amend errors or for cases where deductions were not made because the employee had insufficient wages or no wages due on the first day of the month. These deductions will be made no later than the first pay of the subsequent month.
6. The Union will indemnify and hold the Board harmless for any claims by employees arising out of such deduction(s). It is clearly understood that the Board assumes no liability by reason of compliance with the provisions of this Article.
7. The employer and the union will bargain with regard to the wage scale in the agreement in the event that the Dearborn Public Schools are sanctioned for approving a union security agreement prior to March 26, 2013. This right shall arise only if the District has suffered a significant economic loss as the result of economic retaliation by the legislature and governor against employers which approve union security contracts after December 27, 2012 and prior to the effective date of 2012 PA 349.

Paula Selby
3-21-13

Paul J. Selby
3-21-13

ARTICLE XXVII. TERMINOLOGY

Old Language

ALL DAY PRESCHOOL CHILDCARE PROGRAM

Includes children ages 2-1/2 - 6 years

CHILDCARE MANAGER - School-Age and/or Extended Kindergarten

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

CHILDCARE MANAGER - All Day Pre-School Childcare

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

CHILDCARE PROVIDER

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

CHILD INFORMATION CARD

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

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

(Formerly Family Independence Agency)

KINDER CLUB PROGRAM

Includes children in kindergarten

LEAD CHILDCARE PROVIDER

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

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.

New Language

ALL DAY PRESCHOOL CHILDCARE PROGRAM

Includes children ages 2 years 9 months through 6 years

CHILD INFORMATION CARD

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

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

(Formerly Family Independence Agency)

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.

Paula Selby
3-21-13

Robert J. Scott
3-21-13

3-21-13

Article XX. SALARY SCHEDULE AND RELATED MATTERS

Old Language

C. Salary Schedule

2009-10

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Childcare Manager	\$13.98	\$14.67	\$15.39
Lead Childcare Provider	\$ 9.86	\$10.56	\$11.26
Assistant Lead Childcare Provider	\$ 8.48	\$ 8.90	\$ 9.28
Childcare Provider	\$ 7.94	\$ 8.37	\$ 8.76

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

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

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

Proposed Language

C. Salary Schedule

Effective upon Ratification

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Childcare Manager	\$13.98	\$14.67	\$15.39
Lead Childcare Provider	\$ 9.86	\$10.56	\$11.26
Childcare Provider	\$ 7.94	\$ 8.37	\$ 8.76

Effective July 1, 2013

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Childcare Manager	\$14.13	\$14.82	\$15.54
Lead Childcare Provider	\$ 10.01	\$10.71	\$11.41
Childcare Provider	\$ 8.09	\$ 8.52	\$ 8.91

There shall be a re-opener on or before October 31, 2014 for 2014-15 wages only.

There shall be a re-opener on or before October 31, 2015 for 2015-16 wages only.

There shall be a re-opener on or before October 31, 2016 for 2016-17 wages only.

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

- K. All members shall have 100% of their wages paid through direct deposit

Paula Alby
3-21-13

Paul J. Scott
3-21-13