

**LETTER OF UNDERSTANDING
BETWEEN DEARBORN BOARD OF EDUCATION
AND
DEARBORN FEDERATION OF SCHOOL EMPLOYEES**

Recognition of Child Care Employees & Child Care Collective Bargaining Agreement

The Dearborn Board of Education (hereinafter referred to as the Board), and the Dearborn Federation of School Employees - Child Care (hereinafter referred to as the Child Care workers), whereas the above mentioned parties agree as follows.

This letter of agreement acknowledges that both parties agree to the Dearborn Federation of School Employees to represent the Child Care Employees of Dearborn Public Schools. The current Child Care collective bargaining agreement is in effect until it expires August 31, 2023. Upon expiration, the Child Care collective bargaining agreement will be negotiated separately from the DFSE collective bargaining agreement.

ARTICLE 1 - RECOGNITION

- 1A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, and by Act 112 of the Public Acts of 1994, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, grievance procedure or other conditions of employment, for the term of this Agreement, of all full and part-time **child care employees**.

Subject to the provisions of applicable law, the Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees, individually or collectively, which in any way affects wages, hours or working conditions of said employees, or any individual employee.

Full-time employee is defined as an employee who regularly works or is paid for at least thirty (30) hours per week.

Regular Part-Time Employee is defined as an employee who works regularly less than full time hours.

Employee on Probation - an employee presently in the unit who, as a consequence of any movement, is required contractually to serve a period of probation.

- 1B. The Union agrees to represent all employees in the unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender, age, disability, height, weight, or marital status, and to represent equally all unit employees. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, gender, age, disability, height, weight, marital status, political affiliation or belief, or organizational affiliation or any other basis prohibited by law.

The Union and the Board recognize the existence of the principles of Affirmative Action; However, the Union and/or the Board reserve the right to challenge any proposed state or federal Affirmative Action program which in their opinion violates the applicable legislation, the collective

bargaining agreement and/or valid practices and policies of the Union or the Board.

B. Modification

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

C. Limitations

No individual employee or group of employees, acting independently of the ~~International Union, UAW, and its Local Union 174~~, **Dearborn Federation of School Employees - Child Care** may alter, amend, or modify any provision hereof.

D. Classifications

1. Childcare Managers / Multi-site Manager
2. Lead Childcare Providers
3. Childcare Providers

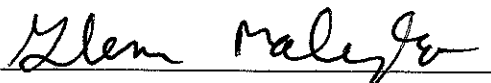
Current Job Descriptions for each classification shall be attached to the Collective Bargaining Agreement as attachment A. Descriptions may be modified provided no description is modified to significantly change the scope of the employee's job duties.

E. New Classifications

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

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

For the Dearborn Federation of School Employees



Dr. Glenn Maleyko, Superintendent



Al Lerini, DFSE President

1/24/22
Date

1-21-22
Date