



DEARBORN
S C H O O L S

**AGREEMENT BETWEEN
THE DEARBORN BOARD
OF EDUCATION**

**AND THE
DEARBORN FEDERATION OF SCHOOL
EMPLOYEES - CHILD CARE WORKERS**

2023-2028

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

Agreement Between
The Dearborn Board of Education
and
Dearborn Federation of School Employees - Child Care Workers

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**AGREEMENT BETWEEN THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT OF THE CITY OF DEARBORN
AND THE DEARBORN FEDERATION OF
SCHOOL EMPLOYEES - CHILD CARE WORKERS**

ARTICLE 1. INTRODUCTION

A. Preamble

The following is the Agreement made between the Dearborn Board of Education (hereafter referred to as the Board) and the Dearborn Federation of School Employees-Child Care Workers. This Agreement is entered into for the purpose of promoting and maintaining harmonious and fair working relationships between the members of Dearborn Public Schools and the Bargaining Unit. Our common goal is to maintain childcare sites which provide quality child care and an atmosphere of supportive services for both parents and staff.

ARTICLE 2. THE BARGAINING UNIT

A. Recognition and Scope of Coverage

The Dearborn Board of Education recognizes the Dearborn Federation of School Employees - Child Care Workers as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and regular part-time childcare employees.

B. Classifications

1. Childcare Managers
2. Childcare Lead
3. Childcare Assistants
4. Multi-Site Manager

C. 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.

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D. Release Time

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

E. Bulletin Board

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

F. Negotiations

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

ARTICLE 3. UNION RIGHTS

A. Information Provided to the Union

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

ARTICLE 4. PERSONNEL

A. Definition of Employment Status

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- (1) Full-time employees are those who work 30 or more contact hours per week.
- (2) Part-time employees who are regularly scheduled for any amount of hours less than full time amounts as specified above.
- (3) Regular employees are those that have satisfactorily completed the probationary period.
- (4) Substitute employees are those who work as a replacement for a permanent employee who is absent for a period of time.
- (5) Temporary employees are those who work in order to supplement full and part-time workers on an as-needed basis.

All staff will be assigned a "home-site manager" to assure that they receive proper communications and to enable them to check-in.

All child care staff may be temporarily reassigned as needed.

B. Release Form

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

C. Probation

1. An initial probationary period will begin on the first day of employment and continue for 60 working days. Performance will be reviewed throughout the sixty (60) working days. Performance will be reviewed throughout the sixty (60) working days, and if it is satisfactory, all classifications will then be considered to have successfully completed the probationary period. The sixty (60) working day period may be extended for any absences during that period by the amount of said absences. Seniority shall be retroactive to the date of hire upon satisfactory completion of probationary period.
2. A promotional probationary period will begin on the first day an employee is promoted and continue for sixty (60) working days. Performance will be reviewed throughout the sixty (60) working days and if it is satisfactory, the employee will then be considered to have successfully completed the probationary period. The sixty (60) day working period may be extended for any absences during that period by the amount of said absences. Seniority in the classification shall be retroactive to the date of promotion upon satisfactory completion of probationary period.

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3. An employee shall be unable to transfer, demote or promote during a probationary period.
4. An employee who fails a promotional probationary period will return to a vacant position with the same number of hours in their previous classification. Should this be impossible, they will bump the junior person in that classification with the same number of hours. An employee so bumped will move in a similar manner within their own classification or into a lower classification if that should be impossible.
5. Multi-site Managers and Childcare Managers will begin to mentor incoming management staff for no less than 10 hours during the sixty (60) day probationary period for the purpose of daily activities and operation of preschool and Kids Club programs. The Multi-site Manager and Childcare Manager will do the training while the manager is assigned to the site. The training will be as approved by the Early Childhood Coordinator and Early Childhood Programs Supervisor.

D. Evaluation of All Classifications

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 position. The Supervisor will discuss the evaluation with each employee. A copy will be signed and placed in the employee's file.

E. Summer/Holiday Employment

1. Summer and holiday employment shall be considered supplementary in nature for all employees other than 52-week employees. 52-week employees are required to work the summer and holiday programs, regardless of the site housing them. Hours scheduled are based on operational need of the program, seniority and classification, with the most senior employees being scheduled first. All employees other than 52-week employees, are eligible to: a) work during the summer or holiday, b) be placed on the substitute list for the summer or holiday only, or c) choose not to work at all. No employee shall be penalized in any way as a result of their decision. All employees shall be entitled to their regular rate of pay if they choose to work, regardless of the assigned position or classification. 52 week employees are entitled to a two week unpaid vacation provided the request for vacation is submitted and approved by the Early Childhood Supervisor at least 30

days before the requested vacation time. The unpaid two-week vacation does not apply to 10-month employees. Unpaid vacation cannot be taken the first or last week of the summer program, or during the summer extension program. During any holiday program, 52-week employees may choose to use unpaid vacation time by giving a 2-week notice in writing. Seniority may be considered when granting vacation time usage. A ten month employee who commits to working the summer program, and does not honor that commitment, will not be considered for employment the following summer.

12 month employees with fifteen or more years of service receive two paid vacation days each year.

2. The Board shall send each employee a Request to Work for the summer or holiday form prior to the starting date of the summer or holiday program. Included on the form will be a deadline date for returning the request to the Early Childhood Supervisor. Any request form not returned on or before the deadline date will render the employee as unavailable to work for the summer or holiday.
3. The Board shall provide to the Union via email a list of employees who have requested to work without regard to classification. Included shall be a tentative list of managers to be assigned manager's positions, and an estimated number of additional staff needed. This does not preclude the Board from increasing or decreasing the number of staff as determined by operational needs.
4. Each site in operation for the summer or holiday shall have one (1) primary manager. A co-manager may be assigned based on operational need. Filling these positions shall be determined by operational need. Seniority may be considered in the following manner, as listed:
 - a. Managers of year round programs.
 - b. Managers of sites housing a summer or holiday program.
 - c. Managers of other sites who submitted a Request to Work form.

Additional positions shall be filled on a voluntary basis. Summer employment shall be considered supplementary in nature for all childcare workers not assigned to year round programs. All employees working for the summer shall be entitled to their regular rate of pay. Every effort will be made to maintain individual employees profile hours. Based on enrollment, hours may be reduced as needed, based on operational need, during the summer program.

5. For all childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers other than Snow employees, who volunteer to

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work the summer program, selection of hours and days will be based on classification seniority.

ARTICLE 5. SENIORITY

A. Definition

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

B. Seniority List

The Board will prepare seniority lists by classification and level showing seniority as defined above, of all bargaining unit employees on the payroll as of the end of the pay period preceding the preparation date as requested by the union.

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

ARTICLE 6. LAYOFF/RECALL PROCEDURES

A. Layoff Notification

When the Board determines there is to be a layoff, employees who are scheduled to be laid off shall be given written notice not less than fifteen (15) calendar days prior to the effective date of layoff, unless the events that make the layoff necessary are of such a nature as to render inoperative the functioning of the childcare program or some part thereof and thus preclude such advance notice. The Board will, when layoffs are being planned, inform the Union, as soon as possible, which under normal circumstances is

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hereby deemed to be not less than thirty (30) calendar days and discuss, upon request, the potential impact upon the unit employees caused by such layoff. The Board shall furnish the Union concurrent written notice of the name, seniority, classification and current assignment location of employees holding positions scheduled to be vacated. When layoffs and bumping are completed, the Union shall be entitled to receive, as soon as feasible, a completed list identifying those employees who have been bumped or laid off.

B. Layoff Procedure

In the event of layoff, seniority will be followed in each classification. Seniority for all childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers will be established by their starting date as regular childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers. If childcare managers, lead childcare providers, assistant lead childcare providers and childcare providers have the same starting date, then the date when they began as a substitute will be used to break the tie. If necessary, the last tie breaker to determine seniority would be the highest last four digits of each employee's social security number.

C. Bumping

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

D. Recall

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

ARTICLE 7. ASSIGNMENTS AND TRANSFERS

A. Definitions

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

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

B. Assignment-Reassignment

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

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

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

C. Transfers and Hiring Procedure

1. **Initial Vacancy.** When the Board deems it necessary to increase the number of

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employees based on operational need or if a position has been temporarily filled for ninety (90) consecutive work days, the position(s) shall be considered a vacancy, except when the position is temporarily filled as a result of an illness or an approved leave of absence. When the Board seeks to fill an initial vacancy, the Board shall post the position on the Dearborn Public Schools district email. The bargaining unit chairperson will be notified, in writing, of all full and part-time positions when they become available. Notices shall be posted promptly to bargaining unit members on the job hotline and shall remain posted for at least five (5) consecutive working days. Postings will include the following information:

- a. Date of posting
- b. Job title
- c. Salary level
- d. Number of hours and shift
- e. Qualifications
- f. Special assignments or duties

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

2. Transfer. If two or more child care employees in the same classification are being considered for the same vacancy, the position will be offered to the most qualified employee. If less than two people bid on this vacancy or if only one candidate remains after others decline the transfer, the Board may fill it by any means possible.
3. Promotion. If two or more child care employees are being considered for the same promotion to a higher classification, the position will be offered to the most qualified employee. This process does not preclude management from hiring from the outside to fill vacant positions, if they feel they can attain a better qualified person from the outside compared to the existing staff desiring the same position.

D. Board Approval

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

E. Pay Retroactive to Board Approval

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

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F. Promotions and Non-Bargaining Unit Employees

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

ARTICLE 8. HOURS OF WORK

A. Work Week

1. The Developmental Preschool and Kids' Club Programs have a work week of Monday through Friday. Variations for beginning and ending times will be established by the Board based on school calendar, staffing requirements, and budget constraints.
2. Employees whose primary work site is a Dearborn Public School building, will follow the Dearborn Public Schools P-12 Childcare calendar for time off, holidays and daily schedule of assigned hours. Scheduling is based on operational needs.

B. Working Hours

Working hours are established and are subject to change according to overall needs and the special responsibilities of the center in which all classifications are assigned.

C. Overtime

All hours in excess of 40 hours a week for bargaining unit employees will be reimbursed at one and one-half (1½) their regular rate of pay.

D. Extra Hours

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

E. Breaks and Food Policy

1. All childcare employees who work more than four (4) consecutive hours will be entitled to breaks as outlined below:
2. For every four (4) consecutive hours of actual work, the childcare manager, lead childcare provider and childcare provider will receive a fifteen (15) minute paid break. For every seven (7) consecutive hours of actual work, the childcare manager, lead childcare provider, assistant childcare provider and childcare

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provider will receive one (1) additional fifteen (15) minute break.

3. Staff lunch and break is while on duty with students.
4. During the summer programs, childcare staff who work an 8 hour shift, will be scheduled for two 15-minute paid breaks and one paid, but not duty-free, 30-minute lunch period.

F. Reduction of Hours

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

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

ARTICLE 9. STAFF DEVELOPMENT

A. Conferences

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

B. Inservice

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

C. Parent Nights

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

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D. Open House

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

E. Specialist Functions

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

F. First Aid

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

G. HFC

The full and part-time staff will be able to enroll in work related and prerequisite classes at Henry Ford College without incurring tuition costs as long as the classes do not interfere with their assigned work schedules and, further provided, that they obtain prior written authorization from the Childcare Supervisor. The list of classes will be reviewed periodically and may be expanded to include new classes as long as they are determined to enhance the skills of the employee as a childcare worker. Tuition does not include textbooks or any additional fees. Grant funding is applied to tuition and this tuition reimbursement may be applied to the balance.

H. Adult Education

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

ARTICLE 10. JURY DUTY

A. Serving on Jury

We feel that serving on a jury when called is a civic duty and helps insure our basic liberties. While the childcare manager, lead childcare provider or childcare provider is serving, her/his full salary will continue. The department, in turn, expects that the employee will come to work on days when she/he is off or is excused early. The

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employee is also required to reimburse the school system for payments made to her/him from the court.

B. Subpoenaed

An employee requested or subpoenaed to appear before a court as a witness representing the school district's interest as determined by the Board, is entitled to administrative leave for such appearance (time off with pay).

ARTICLE 11. LEAVES OF ABSENCE

A. Eligibility

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

B. Request Procedure

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

C. Approval

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

D. Payment

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

E. Family and Medical Leave Act

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

F. Leaves of Absence

1. Educational Leaves of Absence.

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

In lieu of leave of absence and upon employee request and considering operational needs, a reduced or flexible schedule may be granted to an employee working on a degree.

2. Medical Leaves of Absence.

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

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

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

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

3. Military Leave.

Whenever an employee enters into active military service of the United States, the employee shall be granted a military leave as provided under applicable federal

statutes.

4. Maternity/Paternity Leave.

Upon written request, an employee may, after the birth of his/her child, or adoption of a child, be granted Parental Leave for up to six (6) months.

5. Family Care Leave.

An employee may be granted once during his/her employment, an unpaid leave of absence including necessary extensions for a period not to exceed one (1) year to care for the employee's seriously ill or seriously injured spouse, child or parent who is dependent on the employee for care and support.

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

6. General Purpose Leave.

An employee may be granted a general purpose leave once during his/her employment. Requests 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 employee's 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.

Any job vacant for more than ninety (90) days will be posted utilizing the bid

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procedure. Upon an employee's return from a leave of absence in excess of 90 days, they will be returned to the next open position available. If the employee refuses the assignment, they must resign.

ARTICLE 12. SCHOOL CLOSING

- A. In the event of a school closing, announcements are posted through local media. 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 will be paid for no more than three (3) 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.

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

ARTICLE 13. 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 overtime pay thereafter.

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C. Attendance

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

ARTICLE 14. HEALTH, ACCIDENTS AND SAFETY

A. Health Requirements - Childcare Employees

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

B. Accidents/Illness

1. Whenever a child is ill (running a temperature, lethargic, personality change, vomiting, etc.) or is injured in any way (i.e. bumping head, lacerations other than minor abrasions), the childcare employee must phone the parent to inform them of the occurrence and in some cases ask the parent to pick up the child. Major injuries require an accident report form, in addition to the phone call.
2. A form provided by the Board will be used for accidents of children that may require the assistance of a doctor. Inform the Early Childcare Program Supervisor and the Community Education Supervisor of the accident immediately. This mandates a phone call to the Early Childcare Program Supervisor and the Licensing

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consultant. All classifications must inform parents of any minor or major accidents verbally and with an appropriate form as soon as possible.

C. Employee Injury

Any employee 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 district's designated occupational health clinic. The employee will use the referral form for treatment at these centers.

Article 15. SALARY SCHEDULE AND RELATED MATTERS

A. Step Definition

1. Step 1 is defined as any employee with less than one (1) year seniority within that classification as of September 1st.
2. Step 2 is defined as any employee with one (1) year seniority but less than two (2) years seniority within that classification as of September 1st.
3. Step 3 is defined as any employee with two (2) or more years of seniority within that classification as of September 1st.
4. Child Care Supervisor may place new hires on a step that aligns with the new hire's experience in a related position or field.

B. Effective Date

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

C. Salary Schedule

2023-2024

	Step 1	Step 2	Step 3
Childcare Manager	\$21.39	\$22.16	\$22.96
Lead Childcare Provider	\$16.81	\$17.58	\$18.37
Childcare provider	\$15.30	\$15.60	\$16.00

2023-2024 All classifications received a 2% increase from the 2022-23 salary schedule

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as reflected on the schedule above.

There shall be a reopener on or before August 31, 2025 for the September 1, 2025 salary adjustment.

There shall be a reopener on or before August 31, 2026 for the September 1, 2026 salary adjustment.

There shall be a reopener on or before August 31, 2027 for the September 1, 2027 salary adjustment.

There shall be a reopener on or before August 31, 2028 for the September 1, 2028 salary adjustment.

D. Longevity

20 years + = \$1.50 (additional \$1.00 for a total of \$1.50)

10 -19 years = .50 cents (additional .20 cents for a total of .50 cents)

4-9 years = .30 cents

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.

F. Set Up Days

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

G. Planning Time

On a case by case basis, the Early Childcare Program Supervisor may authorize one (1) additional paid hour weekly for all classifications for planning time at a time when they are not responsible for children including nap time.

H. Billing Time

All childcare managers or lead childcare providers assigned billing responsibilities will be compensated one (1) additional hour per month for paperwork related to billing, staffing, ordering and licensing. Additional hours are subject to approval by the Early

Childcare Program Supervisor.

I. Travel Reimbursements

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

J. Direct Deposit

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

ARTICLE 16. BENEFITS

- A. Effective July 1, 2012, each 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 that amount by five. Personal business days not used prior to the end of the school year shall be added to the employee's sick bank.

In lieu of vacation and sick days, staff with a minimum of ten years with Dearborn Public Schools and no evidence of attendance abuse as reviewed and determined by the CC Supervisor and EC Coordinator is eligible for a general paid time off bank equal to the number of sick and vacation days earned. These days may be used when schools are closed and there are no students, such as during scheduled school breaks or during holidays.

- B. Health Dental and Optical Insurance. - **LANGUAGE WILL BE UPDATED WITH LANGUAGE PROVIDED BY KIM NICHOLSON**

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, 2028.
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

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(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 whichever 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.

ARTICLE 17. MISCELLANEOUS BENEFITS

A. Care of Family

- 1. 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:
- 2. 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.
- 3. The employee is responsible for securing a substitute following the guidelines in Article XIII.
- 4. The employee is entitled to one day, without pay, equal to their profile.

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It can not be taken in hourly increments.

B. 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 or the Monday Following if on a weekend
Spring Break	Friday
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.

C. Schedule for Early Release and Conference Days

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

D. Staff Childcare Costs

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

E. Staff Meeting and Advisory Team

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

F. Site Visitation

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

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ARTICLE 18. MANAGEMENT RIGHTS

A. Definition

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

ARTICLE 19. DURATION OF THIS AGREEMENT

This agreement is effective upon ratification and Board approval and shall continue in full force and effect until August 31, 2028.

ARTICLE 20. GRIEVANCE PROCEDURE

- A. A grievance is a complaint by an employee in the bargaining unit concerning any alleged violation of this Agreement. The employee will first discuss the grievance with their immediate supervisor on an informal basis.
- B. If the matter is not resolved, all grievances will be handled in the following manner:
 Step 1 - Within fifteen (15) working days of the occurrence or within fifteen (15) working days after a reasonable and prudent person should have discovered the facts on which the grievance is based, the employee will file a written grievance on the grievance form with his/her supervisor, with copies to the Union and the Human Resources Department. The supervisor will give a written reply to the employee filing the grievance within ten (10) working days with copies to the Union and the Human Resources Department.

Step 2 - Within fifteen (15) working days after delivery of the supervisor's decision, the grievance may be appealed to the grievance committee. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. Within fifteen (15) working days after delivery of the appeal, two members designated by the Union and two members designated by the Board, shall have a grievance hearing. Within fifteen (15) working days after the hearing, the employer

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will forward its decision in writing, together with reasons, to the Union.

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

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

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 an event, the award shall not be final and binding but shall be advisory only.

- C. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing directly at Step 1. The grievance must be presented within fifteen (15) working days of the occurrence of the facts on which the grievance is based.
- D. Failure at any step of the grievance procedure to communicate the decision on a

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

- E.
 1. Failure to commence to process the grievance within the time limits set forth above shall bar the grievance.
 2. Failure to appeal a decision to the next step within the time limits set forth above shall constitute acceptance of the last written decision and shall bar future action on that particular grievance.
- F. Any individual employee may present a grievance and have the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, providing the Union has been given an opportunity to be present at such adjustment at all steps.
- G. A Union representative may be present at all steps of the grievance procedure. In the event a Union representative is not present or does not consent to the resolution of the grievance, any settlement shall not be used by either party in any other grievance or arbitration proceeding.
- H. Any agreement reached through the grievance procedure will be implemented promptly.

ARTICLE 21. TERMINOLOGY

ALL DAY DEVELOPMENTAL PRESCHOOL

Includes children ages 3 years through 6 years

CHILD RECORD INFORMATION CARD

Distributed by the 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

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Time for planning activities for the children.

RATIO

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

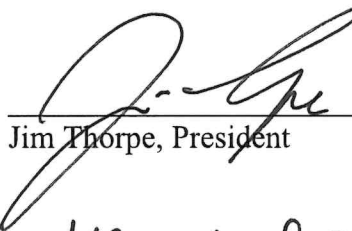
SCHOOL AGE CHILDREN

Can include children grades Pre-K through 8th.


SET-UP TIME

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

BOARD OF EDUCATION:
DEARBORN PUBLIC SCHOOLS

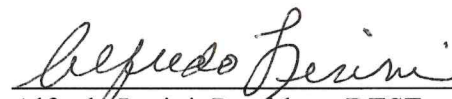


 Jim Thorpe, President




 Glenn M. Maleyko, PhD., Superintendent

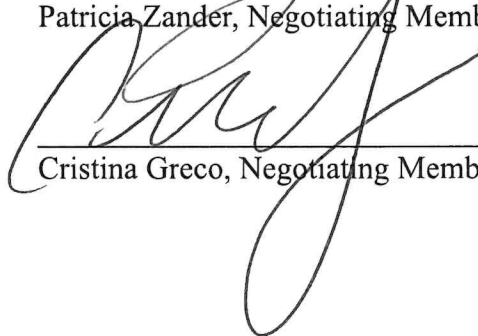
DEARBORN FEDERATION OF SCHOOL
EMPLOYEES - CHILD CARE



 Alfredo Lerini, President, DFSE - Child Care



 Patricia Zander, Negotiating Member



 Cristina Greco, Negotiating Member

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