

**AGREEMENT BETWEEN
THE DEARBORN BOARD
OF EDUCATION**



**AND THE
UAW LOCAL 174
CHILDCARE WORKERS**

2006 - 2009

**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 provided that the Community Education Childcare Supervisor authorizes that
27 childcare employees can be away from their assigned duties. Such a meeting shall not
28 interfere with their normal work responsibilities.
29
30 (2) Visitation - A Union Steward may visit childcare employees at a Dearborn Public
31 School to confer with childcare employees to the extent that it does not interfere with
32 the childcare employee's responsibilities and upon the approval of the Community
33 Education Childcare Supervisor.

34
35 H. Bulletin Board

36
37 The Board shall provide space where practical, for a bulletin board in location for Union
38 notices in each building. This bulletin board shall be used for the posting of notices of
39 meetings, social events, and official business affairs of the Union.

40
41 ARTICLE III. UNION RIGHTS

42
43 A. Information Provided to the Union

- 44
45 1. The Board agrees to furnish to the union a flowsheet listing employees in these units
46 who are hired, fired, reinstated, transferred into or out of the bargaining unit,
47 transferred, promoted, reclassified, downgraded, placed on leaves of absence of any

1 type including disability, placed on layoff, recalled from layoff, separated (including
2 retirement), who have been added to or deleted from the unit covered by this
3 agreement.
4

- 5 2. The Board will provide to the union upon request a listing containing the following
6 information for each employee in the bargaining unit: the employee's name, social
7 security number, street address, city, state, zip code, classification, sex, birth date, hire
8 date, hire date for each classification and hourly rate of pay.
9

10 B. Access to Premises by Union Staff
11

- 12 1. The Board agrees that non-employee officers and representatives of the union shall be
13 permitted to the non-public portions of the premises of the Board during working
14 hours, with prior notification. Such visitation shall only be for the purpose of
15 participating in Labor-Management meetings, conducting union internal business
16 related to the bargaining unit on non-work time of all participants, interviewing
17 grievant, attending grievance hearings/conferences, and for other reasons related to
18 the administration of this agreement. Only non-work and meeting areas may be used
19 for this purpose. Exceptions shall be with the Board's permission. Employee
20 representatives shall have access to the premises in accordance with this agreement.
21
- 22 2. The union agrees that such visitations not interfere with normal operations in the
23 center and shall be at times carried out subject to operational or security measures
24 established and enforced by the Board.
25
- 26 3. The Board may designate a private meeting place or may provide a representative to
27 accompany the union officer or representative where operational or security
28 considerations do not permit unaccompanied union access. The Board representative
29 shall not interfere with or participate in these visitation rights.
30

31 ARTICLE IV. UNION SECURITY
32

- 33 1. During the life of this Agreement, the Board shall deduct monthly dues as
34 membership dues levied by the International Union or Local Union from the pay of
35 each employee who executes the authorization for check-off of dues card in the form
36 agreed to by the Board and the Union provided that the Board shall not deduct nor
37 shall the Union request any deductions which are to support any local, state, or
38 national political parties or political issues.
39
- 40 2. The Board agrees to deduct from the first pay day for each month from the employees'
41 wages, monthly dues as membership dues for the current month. The Board shall
42 remit such funds to the financial secretary of the local union on or before the
43 twentieth day of the month in which such deductions are made, together with a list
44 showing the names and amounts deducted for each individual.
45
- 46 3. The Board will explain the checkoff arrangements between the Board and the union at
47 the time of hiring a new employee.

- 1
2 4. In cases where a deduction is made which duplicates a payment already made to the
3 Union by an employee, or where a deduction is not in conformity within the
4 provisions of the Union Constitution or By-Laws, refunds to the employee will be
5 made by the local union.
6
7 5. Upon checking the list, the local union financial secretary will make and submit a list
8 of employees, and amounts and deductions necessary to amend errors or for cases
9 where deductions were not made because the employee had insufficient wages or no
10 wages due on the first day of the month. These deductions will be made no later than
11 the first pay of the subsequent month.
12
13 6. The Union will indemnify and hold the Board harmless for any claims by employees
14 arising out of such deduction(s). It is clearly understood that the Board assumes no
15 liability by reason of compliance with the provisions of this Article.
16

17 ARTICLE V. PERSONNEL

18
19 A. Definition of Employment Status

- 20
21 (1) Full-time employees are those who work 30 or more contact hours per week.
22
23 (2) Part-time employees who are regularly scheduled for any amount of hours less than
24 full time amounts as specified above.
25
26 (3) Regular employees are those that have satisfactorily completed the probationary
27 period.
28
29 (4) Substitute employees are those who work as a replacement for a permanent employee
30 who is absent for a period of time.
31
32 (5) Temporary employees are those who work in order to supplement full and part-time
33 workers on an as-needed basis.
34
35 (6) Transitory staff are staff of classification not assigned to any specific sites, but that
36 work at any of the sites as needed.
37

38 Transitory staff will be assigned a "home-site manager" to assure that they receive proper
39 communications and to enable them to check-in. Transitory staff are regular employees
40 entitled to all benefits of the contract.
41

42 There will be no more than one "transitory staff" per 15 employees. Each "transitory staff"
43 will be assigned a set number of hours per week which are subject to change dependent
44 upon the operational needs of the program.
45
46

47 B. Release Form

1
2 Before and during employment, the childcare manager, lead childcare provider, assistant
3 lead childcare provider or childcare provider will be required to sign a release form that
4 would authorize the release of previous employment records to our office.
5

6 C. Probation

- 7
- 8 1. An initial probationary period will begin on the first day of employment and continue
9 for 90 working days. Performance will be reviewed throughout the ninety (90)
10 working days. Performance will be reviewed throughout the ninety (90) working
11 days, and if it is satisfactory, the childcare manager, lead childcare provider or
12 childcare provider will then be considered to have successfully completed the
13 probationary period. The ninety (90) working day period may be extended for any
14 absences during that period by the amount of said absences. Seniority shall be
15 retroactive to date of hire upon satisfactory completion of probationary period.
16
 - 17 2. A promotional probationary period will begin on the first day an employee is
18 promoted and continue for sixty (60) working days. Performance will be reviewed
19 throughout the sixty (60) working days and if it is satisfactory, the employee will then
20 be considered to have successfully completed the probationary period. The sixty (60)
21 day working period may be extended for any absences during that period by the
22 amount of said absences. Seniority in the classification shall be retroactive to date of
23 promotion upon satisfactory completion of probationary period.
24
 - 25 3. An employee shall be unable to transfer, demote or promote during a probationary
26 period.
27
 - 28 4. An employee who fails a promotional probationary period will return to a vacant
29 position with the same number of hours in their previous classification. Should this
30 be impossible, they will bump the junior person in that classification with the same
31 number of hours. An employee so bumped will move in a similar manner within their
32 own classification or into a lower classification if that should be impossible.
33

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

36
37 Formal evaluations of staff members' performance and appropriate feedback is seen by
38 Dearborn Schools as important to maintaining good quality care and education for
39 children, and staff morale.
40

41 The evaluation shall be diagnostic in nature only, and may not be used by either party in
42 any form of disciplinary action.
43

44 The Community Education Childcare Supervisor will write a formal evaluation once every
45 two years on each childcare manager, lead childcare provider, assistant lead childcare
46 provider and childcare provider. This evaluation will be comprised from information
47

1 obtained through the following avenues:
2

- 3 1. Where practical, the Community Education Childcare Supervisor will observe each
4 childcare manager, lead childcare provider, assistant lead childcare provider and
5 childcare provider at least once every two years for the purpose of critiquing actual on
6 the job performance.
7
- 8 2. The Community Education Childcare Supervisor will submit written comments on
9 childcare managers, lead childcare providers, assistant lead childcare providers and
10 childcare providers at their site once a year.
11
- 12 3. Annually, parents and principals will be given the opportunity to evaluate the
13 childcare location and supervision in writing.
14

15 E. Time Cards
16

17 All staff receives a list of pay dates and time cards from Dearborn Public Schools. Staff
18 must use the time clock to punch in each day upon arrival and to punch out upon departure.
19 Childcare managers complete payroll sheets (provided by school secretary) by writing in
20 the total number of hours for each person. The manager then submits the payroll sheets
21 and time cards to the school secretary and a copy of the time cards to the Early Childhood
22 Supervisor. Childcare staff will be paid on a bi-weekly basis. Checks will be sent to the
23 school where you are working and may be picked up there following school procedures.
24

25 F. Summer/Holiday Employment
26

- 27 1. Summer and holiday employment shall be considered supplementary in nature for all
28 employees other than 52-week employees. 52-week employees are required to work
29 the summer and holiday programs, regardless of the site housing them. Hours
30 scheduled are based on operational need of the program, seniority and classification,
31 with the most senior employees being scheduled first. All employees other than 52-
32 week employees, are eligible to: a) work during the summer or holiday, b) be placed
33 on the substitute list for the summer or holiday only, or c) choose not to work at all.
34 No employee shall be penalized in any way as a result of their decision. All
35 employees shall be entitled to their regular rate of pay if they choose to work,
36 regardless of the assigned position or classification. 52 week employees are entitled
37 to a two week unpaid vacation provided request for vacation is submitted and
38 approved by the Early Childhood Supervisor at least 30 days before the requested
39 vacation time. The unpaid two-week vacation does not apply to 10-month employees.
40 Unpaid vacation cannot be taken the first or last week of the summer program, or
41 during the summer extension program. During any holiday program, 52-week
42 employees may choose to use unpaid vacation time by giving a 2-week notice in
43 writing. Seniority may be considered when granting vacation time usage. A ten
44 month employee who commits to working the summer program, and does not honor
45 that commitment, will not be considered for employment the following summer.
46
- 47 2. The Board shall send each employee a Request to Work for the summer or holiday

1 form within forty-five (45) working days prior to the starting date of the summer or
2 holiday program. Included on the form will be a deadline date for returning the
3 request to the Early Childhood Supervisor. Any request form not returned on or
4 before the deadline date will render the employee as unavailable to work for the
5 summer or holiday.

- 6
- 7 3. The Board shall provide to the Union, and a copy posted at each site within ten (10)
8 working days after the deadline for returning the Request to Work form, a list of
9 employees who have requested to work without regard to classification. Included
10 shall be a tentative list of managers to be assigned manager's positions, and an
11 estimated number of additional staff needed. This does not preclude the Board from
12 increasing or decreasing the number of staff as determined by operational needs.
13
- 14 4. Each site in operation for the summer or holiday shall have one (1) primary manager.
15 A co-manager may be assigned based on operational need. Filling these positions
16 shall be determined by operational need. Seniority may be considered in the
17 following manner, as listed:
18
- 19 a. Managers of year round programs.
 - 20
 - 21 b. Managers of sites housing a summer or holiday program.
 - 22
 - 23 c. Managers of other sites who submitted a Request to Work form.
 - 24

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

- 31
- 32 5. For all childcare managers, lead childcare providers, assistant lead childcare providers
33 and childcare providers other than Snow employees, who volunteer to work the
34 summer program, selection of hours and days will be based on classification seniority.
35

36 **ARTICLE VI. SENIORITY**

37

38 **A. Definition**

- 39
- 40 1. For the purposes indicated below, seniority shall consist of the total number of
41 continuous years, months and days of employment beginning from the date of hire.
42 Employees off work due to illness or injury six (6) months or less shall continue to
43 accumulate seniority for the full period of illness or disability precisely as though they
44 had been working.
45
- 46
- 47 2. Any employee promoted to a higher classification shall accumulate seniority in the

1 new classification beginning the effective date of the promotion as approved by the
2 Board. The employee will retain and accumulate seniority in the classification which
3 she/he previously held.
4

- 5 3. Any employee demoted to a lower classification shall not retain seniority in the higher
6 paying classification, but such higher classification seniority shall be transferred to the
7 lower paying classification unless the demotion was the result of the bumping
8 process.
9

10 B. Seniority List
11

12 The Board will prepare seniority lists by classification and level showing seniority as
13 defined above, of all bargaining unit employees on the payroll as of the end of the pay
14 period preceding the preparation date. The seniority list shall be prepared at the end of the
15 first pay period in October and at the end of the first pay period in April and will be made
16 available for review by employees. A copy of such lists shall be provided to the Union.
17

18 ARTICLE VII. LAYOFF/RECALL PROCEDURES
19

20 A. Layoff Notification
21

22 When the Board determines there is to be a layoff, employees who are scheduled to be laid
23 off shall be given written notice not less than fifteen (15) calendar days prior to the
24 effective date of layoff, unless the events that make the layoff necessary are of such a
25 nature as to render inoperative the functioning of the childcare program or some part
26 thereof and thus preclude such advance notice. The Board will, when layoffs are being
27 planned, inform the Union, as soon as possible, which under normal circumstances is
28 hereby deemed to be not less than thirty (30) calendar days and discuss, upon request, the
29 potential impact upon the unit employees caused by such layoff. The Board shall furnish
30 the Union concurrent written notice of the name, seniority, classification and current
31 assignment location of employees holding positions scheduled to be vacated. When
32 layoffs and bumping are completed, the Union shall be entitled to receive, as soon as
33 feasible, a completed list identifying those employees who have been bumped or laid off.
34

35 B. Layoff Procedure
36

37 In the event of layoff, seniority will be followed in each classification. Seniority for all
38 childcare managers, lead childcare providers, assistant lead childcare providers and
39 childcare providers will be established by their starting date as regular childcare managers,
40 lead childcare providers, assistant lead childcare providers and childcare providers. If
41 childcare managers, lead childcare providers, assistant lead childcare providers and
42 childcare providers have the same starting date, then the date when they began as a
43 substitute will be used to break the tie. If necessary, the last tie breaker to determine
44 seniority would be the highest last four digits of a childcare manager's, lead childcare
45 provider's, assistant lead childcare provider's or childcare provider's social security
46 number.
47

C. Bumping

1
2 Childcare managers, lead childcare providers, assistant lead childcare providers and
3 childcare providers who are left without a job can replace the employee with the least
4 seniority in their classification. If there is nobody less senior in their classification, they
5 may replace the employee with the least seniority in a lower classification in which they
6 are qualified if they have the seniority to do so.

7
8 D. Recall

9
10 The most senior laid off employees shall be recalled from layoff at such time that an
11 existing position becomes available, provided that the laid off employee can satisfy all of
12 the qualifications required for the available position.

13
14 ARTICLE VIII. ASSIGNMENTS AND TRANSFERS

15
16 A. Definitions

- 17
18 1. Assignment. An assignment is the particular job performed within a work location on
19 an assigned shift and schedule as directed by the Board.
20
21 2. Reassignment. A reassignment is a change of assignment of an employee effected
22 upon the Board's initiative in accordance with Section B. of this Article.
23
24 3. Transfer. A transfer is either the filling of a vacancy, or a permanent change in
25 assignment within classification at the employee's initiative or request in accordance
26 with Section C. of this article.
27
28 4. Work Site. A work site is each individual school which houses any of the childcare
29 facilities.
30
31 5. Seniority. For purposes of this article, seniority shall be as defined in Article VI.

32
33 B. Assignment-Reassignment

34
35 It is the program's policy to transfer or promote employees when it is in the best interests
36 of the program and the individual concerned.

- 37
38 1. Right of Assignment. Except as provided in this article, the Board shall have the right
39 and responsibility to assign employees to and within a work site. In filling a vacancy,
40 the Board shall continue to have the right to assign or reassign a qualified person,
41 subject only to the provisions of this Article.
42
43 2. Other Assignment. Prior to utilizing provisions of Section C. of this Article, the
44 Board may reassign an employee. In reassigning an employee, the Board will
45 reassign the least senior employee within classification, whenever possible. Before
46 making an involuntary reassignment, the Board will consider volunteers in the
47 classification from which the reassignment is to be made.

1
2 3. Reassignment to Alternative Position. The Board may reassign employees to a vacant
3 position, without being bound by the procedures in Section C. 1. of this Article in
4 order to:

- 5
6 a. Accommodate an employee's need for an intermittent or reduced work schedule
7 in accordance with the Federal Family and Medical Leave Act when such time
8 off is medically necessary because of an employee's own serious health
9 condition or the serious health condition of a parent, spouse or child.
10
11 b. To address an employee's request for reasonable accommodation.
12
13 c. To address operational needs.

14
15 If an employee refuses to be transferred and there is no available work in their current
16 classification, such employee must resign.
17

18 C. Transfers and Hiring Procedure
19

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

- 30
31 a. Date of posting
32 b. Job title
33 c. Salary level
34 d. Number of hours
35 e. Qualifications
36

37 All qualified employees, including those on approved vacation and leave of absence,
38 are entitled to submit a letter of intent expressing their interest in the position.
39

- 40 2. Transfer. If two or more childcare employees in the same classification are being
41 considered for the same vacancy, the decision will be made primarily on a merit basis
42 subject to operational needs. Seniority may also be considered in this decision. If
43 less than two people bid on this vacancy or if only one candidate remains after others
44 decline the transfer, the Board may fill it by any means possible.
45
46 3. Promotion. If two or more childcare employees are being considered for the same
47 promotion to a higher classification, the decision will be made primarily on a merit

1 basis subject to operational needs. Seniority may also be considered in this decision.
2 This process does not preclude management from hiring from the outside to fill
3 vacant positions, if they feel they can attain a better qualified person from the outside
4 compared to the existing staff desiring the same position.
5

6 D. Board Approval

7
8 The offering of initial employment shall be considered temporary until approved by the
9 Board at which time the employee shall be considered permanent and shall be confirmed in
10 writing.
11

12 E. Orientation

13
14 The Board shall be responsible for providing newly hired and promoted employees the
15 following information upon offering of a position: the classification, the rate of pay, the
16 location of the position, scheduled hours, job description and job duties and responsibility.
17

18 The newly hired employee shall also receive a copy of this agreement and a copy of the
19 employee handbook.
20

21 F. Pay Retroactive to Board Approval

22
23 All employees hired or promoted shall receive the rate of pay for that classification as of
24 the first day of employment following Board approval.
25

26 G. Resignations

27
28 Any employee, who intends to terminate his/her employment, must submit their
29 resignation to the Department of Human Resources at least two (2) weeks in advance of
30 their resignation date.
31

32 H. Promotions and Non-Bargaining Unit Employees

33
34 Employees promoted into non-bargaining unit positions from the bargaining unit, shall not
35 be able to bump back into bargaining unit positions given there is a layoff, or have any of
36 their prior seniority counted if a vacancy occurs in the bargaining unit and they were
37 successfully placed into that position per Section C. of this article. Employees hired from
38 the outside into non-bargaining unit positions shall also have no rights under this section.
39

40 ARTICLE IX. HOURS OF WORK

41
42 A. Work Week

- 43
44 1. The All Day Childcare and School Age Childcare Programs have a work week of
45 Monday through Friday. Variations for beginning and ending times will be established
46 by the Board based on school calendar, staffing requirements, and budget constraints.
47 2. Employees whose primary work site is a Dearborn Public School building, will follow

1 the Dearborn Public School's P-12 Childcare calendar for time off, holidays and daily
2 schedule of assigned hours. The HFCC Child Development Center employees, will
3 follow the HFCC Child Development Center calendar for time off, holidays and daily
4 schedule of assigned hours. Scheduling is based on operational need.
5

6 B. Working Hours
7

8 Working hours are established and are subject to change according to overall needs and the
9 special responsibilities of the center in which childcare managers, lead childcare providers
10 and childcare providers are assigned.
11

12 C. Notification of Schedule Changes
13

14 Except for emergency circumstances or fluctuations in enrollment, an employee will be
15 given a five business day notice, via email, prior to changing their hours of work.
16

17 D. Overtime
18

19 All hours in excess of 40 hours a week for bargaining unit employees will be reimbursed at
20 one and one-half (1½) their regular rate of pay.
21

22 E. Extra Hours
23

24 Extra hours will be distributed and assigned by the Early Childhood Supervisor.
25

26 F. Breaks and Food Policy
27

- 28 1. All childcare employees who work more than four (4) consecutive hours will be
29 entitled to breaks as outlined below:
30
- 31 2. For every four (4) consecutive hours of actual work, the childcare manager, lead
32 childcare provider and childcare provider will receive a fifteen (15) minute paid
33 break. For every seven (7) consecutive hours of actual work, the childcare manager,
34 lead childcare provider, assistant childcare provider and childcare provider will
35 receive one (1) additional fifteen (15) minute break.
36
- 37 3. Where practical, the Board shall provide lunch and snack for all employees present at
38 those times, at no cost to those employees.
39
- 40 4. Staff members are to have absolutely no food and/or beverages at any other time that
41 they are on duty. Beverages and/or food may be consumed by staff during break only.
42
- 43 5. Exceptions will be made for medical or health reasons only as determined by the
44 Early Childhood Supervisor.
45
- 46 6. During the summer programs, childcare staff who work an 8 hour shift, will be
47 scheduled for two 15-minute paid breaks and one unpaid 30-minute lunch period.

1
2 G. When there is a reduction of hours contemplated, the employer will notify the union in
3 writing of the upcoming reduction. The employer will meet with the Union upon the
4 Union's written request to discuss the specifics of the need for the reduction of hours.
5 The employees affected by the reduction will have the ability to place themselves on the
6 substitute list in order to make up for lost hours.

7
8 H. When a full-time (30 hours per week or more) employee's hours are reduced from full-
9 time status to part-time status (less than 30 hours per week) they have the right to bump
10 the least senior full-time employee in their classification. The employee who is thereby
11 displaced from full-time status in the classification will be placed in the vacated part-time
12 position in the classification.

13
14 ARTICLE X. EMPLOYEE'S PERSONNEL FILES

15
16 A. Employee Access

17
18 Any employee shall be allowed to inspect the entire individual personnel file accumulated
19 during the employees period of employment with the district. The employee must make an
20 appointment with the Human Resources Department and a member of the Human
21 Resources Department shall be present when the employee inspects said file. Confidential
22 credentials and personal references normally sought at the time of employment are
23 specifically exempted from review and will be removed from the file by the administrator
24 of the Human Resources Department prior to said inspection except that where pre-
25 employment information is a factor inhibiting promotional opportunity, the employee shall
26 be given an opportunity to respond to it or to refute it. Each employee will be given a copy
27 of any negative comment or report which is entered in his/her personnel file in the course
28 of his/her employment with the Dearborn Public Schools. The employee may respond to
29 the contents of such comment or report and such response will be attached to the original
30 document in the personnel file.

31
32 B. Grievance Files

33
34 Grievance files may be maintained separately. Any information in writing of a critical or
35 detrimental nature which is not a part of the employee's personnel file, shall have no
36 validity in any proceeding, either disciplinary or promotional, or in any assignment or
37 transfer.

38
39 C. Union Access

40
41 Access to the file of any member of the childcare workers unit shall be available to the
42 chairperson of the childcare workers union, upon reasonable request and with written
43 permission of the employee involved.

44
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46
47 ARTICLE XI. STAFF DEVELOPMENT

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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.

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 Community Education Childcare 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. HFCC

The full and part-time staff will be able to enroll in work related classes at Henry Ford Community 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.

H. Adult Education

1
2 All employees will be able to enroll in work related classes provided by the Adult and
3 Community Education Department without incurring tuition costs as long as the classes do
4 not interfere with their assigned work schedules and, further provided that there is space
5 available in the class and they obtain written authorization from the Community Education
6 Supervisor, and there is no cost incurred to the district.

7
8 ARTICLE XII. JURY DUTY

9
10 A. Serving on Jury

11
12 We feel that serving on a jury when called is a civic duty and helps insure our basic
13 liberties. While the childcare manager, lead childcare provider or childcare provider is
14 serving, her/his full salary will continue. The department, in turn, expects that the
15 employee will come to work on days when she/he is off or is excused early. The employee
16 is also required to reimburse the school system for payments made to her/him from the
17 court.

18
19 B. Subpoenaed

20
21 An employee requested or subpoenaed to appear before a court as a witness representing
22 the school district's interest as determined by the Board, is entitled to administrative leave
23 for such appearance (time off with pay).

24
25 ARTICLE XIII. SUBSTITUTES

26
27 A. Procedure

28
29 If during the school year the childcare manager, lead childcare provider, assistant lead
30 childcare provider or childcare provider is unable to work due to illness or other reasons,
31 the childcare manager, lead childcare provider or childcare provider will follow this
32 procedure:

- 33
34 1. The childcare manager, lead childcare provider, assistant lead childcare provider or
35 childcare provider will call the list of substitutes provided to fill that shift.
36
37 2. If the lead childcare provider or childcare provider has called each person on the list
38 and has been unable to find a substitute for the day, they are to notify their manager
39 and the manager will attempt to extend the hours of available staff to fill the need. If
40 this is not possible, the manager will notify the Community Education Childcare
41 Supervisor who will call a sub, or ask the managers of the all-day sites to send an
42 available staff person, or send a transitory staff member to the site.
43
44 3. Managers must call the Assistant to the Community Education Childcare Supervisor
45 or the Community Education Childcare Supervisor in the event of an absence.
46 Managers of sites where they are the only staff person need to use specified
47 substitutes with experience and proven abilities to work alone.

- 1
- 2 4. When staff are having difficulty finding substitutes for pre-planned absences, they
- 3 may also call on the managers, or the Assistant Supervisor and the Community
- 4 Education Childcare Supervisor for assistance.
- 5
- 6 5. The substitute list will be updated and published, if needed, on a quarterly basis.
- 7
- 8 6. In addition as the budget allows, a transitory staff member will be available each day
- 9 in case an ill employee is unable to locate a substitute. The Community Education
- 10 Childcare Supervisor will assign the substitute to a site as needed.
- 11

12 B. Regular Employment for Substitutes/Temporary Childcare Workers

13
14 Any substitute/temporary childcare worker who works for ninety (90) consecutive
15 workdays as a childcare manager, lead childcare provider, assistant lead childcare provider
16 and childcare provider will be offered a regular position. Days worked by substitutes for
17 childcare manager, lead childcare provider, assistant lead childcare provider and childcare
18 provider who are off work on leave, illness, or injury will not be counted toward the ninety
19 (90) consecutive work days.

20
21 ARTICLE XIV. LEAVES OF ABSENCE

22
23 A. Eligibility

24
25 Employees shall have the right to request a leave of absence, without pay, in accordance
26 with the provisions of this Article after the successful completion of two years of
27 employment or as otherwise provided for in this Article.

28
29 B. Request Procedure

- 30
- 31 1. Any request for a leave of absence without pay shall be submitted in writing by the
- 32 employee to the Board at least, except under emergency circumstances, thirty (30)
- 33 calendar days in advance of the proposed commencement of the leave of absence
- 34 being requested.
- 35
- 36 2. Requests for a leave of absence shall be answered without undue delay within fifteen
- 37 (15) working days.
- 38

39 C. Approval

40
41 Employees may be granted the privilege of a leave of absence without pay at the discretion
42 of the Board. Determinations under this section shall not be arbitrary, discriminatory or
43 capricious.

44
45
46
47 D. Payment

1
2 Except as specifically provided, no payment of any kind will be made to or for any
3 childcare worker while on leave.
4

5 E. Family and Medical Leave Act
6

7 The District and the Union will comply with all provisions of the Family and Medical
8 Leave Act.
9

10 F. Leaves of Absence
11

12 1. Educational Leaves of Absence. The Board may approve an individual employee's
13 written request for a full time educational leave of absence without pay for an initial
14 period of time up to one (1) year to work toward an Associates Degree or a
15 Baccalaureate Degree and/or any advanced degree. To qualify for such an educational
16 leave, the employee must be admitted as a full-time student as determined by the
17 established requirements of the educational institution relating to full-time status.
18 Before the leave can become effective, proof of enrollment must be submitted by the
19 employee to the Human Resources Department. The employee shall provide evidence
20 of continuous successful full-time enrollment in order to remain on or renew such
21 leave. Such education shall be related to the type of work performed.
22 In lieu of leave of absence and upon employee request and considering operational
23 needs, a reduced or flexible schedule may be granted to an employee working on a
24 degree.
25

26 2. Medical Leaves of Absence. Upon depletion of accrued sick leave, an employee,
27 upon request, may be granted a leave of absence including necessary extensions for a
28 period of up to one (1) year upon providing required medical certification for personal
29 illness, injury or temporary disability necessitating his/her absence from work if that
30 employee is in satisfactory employment status. The employee's request shall include a
31 written statement from the employee's physician indicating the specific diagnosis and
32 prognosis necessitating the employee's absence from work and the expected return to
33 work date.
34

35 Request for medical leave of absence after return from injury or illness due to
36 complications and/or relapse shall be considered as a medical leave extension request
37 provided that this type of extension is requested within sixty (60) days of return from
38 original leave.
39

40 Prior to returning to work from a medical leave of absence, the employee will be
41 required to present a fitness for duty medical certification from his/her health care
42 provider.
43

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

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- 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. Leave for Union Office. The Board may grant requests for leaves of absence to employees upon written request of the Union and upon written request of the employee, subject to the following limitations:
 - 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

1
2 An employee returning from an approved leave of absence of one year or less will be
3 restored to an equivalent position in the employees same classification. A request for
4 early return from such leave shall be made thirty (30) calendar days in advance. Early
5 return from such leave shall be at the discretion of the Board. It shall be the
6 responsibility of the employee to contact the Human Resources Director as soon as
7 possible but no later than thirty (30) calendar days prior to the scheduled expiration
8 date of the leave if the employee intends to request an extension of the leave. Return
9 from approved leave of more than one year shall be to the first vacant position for
10 which the employee is qualified. Failure of the employee to report to work at the
11 expiration of the leave shall constitute separation on the part of the employee.

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

13
14 ARTICLE XV. SCHOOL CLOSING

15
16 A. In the event of a school closing, announcements are posted on the local cable channel and
17 local radio and television stations. A staff telephone fan-out will inform all childcare staff
18 of school closing when notice is given before the beginning of the school day, if they are
19 not expected to report to work. Childcare employees with three or more years of seniority
20 will be paid for one (1) day per year for general catastrophes resulting in the closing of all
21 schools as determined by the Superintendent. Otherwise, if childcare employees are not
22 expected to work, they will not be paid for that day.

23
24 B. In the event that the schools are closed due to inclement weather or other reasons, and the
25 Superintendent asks all Dearborn Public School staff to report to work, all childcare staff
26 are to report to Snow School from 9 a.m. to 3 p.m. (instead of their regular shift) for an all-
27 staff inservice meeting. Staff will be paid for the hours they attend the meeting on that
28 day.

29
30 ARTICLE XVI. GENERAL EMERGENCY

31
32 A. Transportation

33
34 Parents will be responsible for their child's transportation to and from childcare. Program
35 personnel will not assume responsibility for transportation to or from the sessions.

36
37 B. Late Pick-Ups

38
39 In the event a parent does not arrive by 6:00 p.m. to pick up his/her child, a childcare
40 employee will remain with the child until the parent arrives. If the parent does not arrive
41 by 6:30 p.m. and there has not been any contact with the parent or anyone on the
42 emergency card who is willing to pick up the child, the childcare worker shall contact the
43 Community Education Childcare Supervisor. The childcare employee, though, will remain
44 with the child until appropriate arrangements have been made to pick up the child.

45
46 The childcare employee will receive straight time pay for the first half-hour worked past
47 6:00 p.m. and double time pay thereafter.

1
2 ARTICLE XVII. CHILDCARE WORKER RESPONSIBILITIES
3

4 A. Dress Code

5 All staff members are required to dress professionally. Slacks are permitted in the
6 classroom. However, no blue jeans, tight pants, or athletic pants are allowed during times
7 when children and/or parents are present. During the summer months, modest shorts and
8 tops are acceptable. Open toed shoes, sandals, short shorts and thin strapped or strapless
9 tops are unacceptable. Make up, hairstyles and jewelry should be appropriate, and
10 perfumes and colognes are not allowed for the sake of allergic children and staff.
11

12 B. Telephone Use
13

- 14 1. The telephone shall be available and accessible in the building during the hours that
15 the center is in operation. Pay telephones shall not be considered as meeting this
16 requirement. Emergency telephone numbers, 911, including fire, police, poison
17 control center, and ambulance, shall be conspicuously posted on or immediately
18 adjacent to the telephone.
19
- 20 2. Telephone courtesy is essential. Parents (our customers) judge us on the basis of
21 telephone conversations. When the childcare employee answers the phone, state the
22 name of the childcare program, and then his/her own name. Provide the requested
23 information regarding the program, discuss all matters with the same courtesy that
24 he/she would appreciate, and treat every call as if it were extremely important -
25 because it is.
26
- 27 3. Personal calls, both incoming and outgoing, are discouraged. Personal calls that must
28 be made or received during working hours are permitted if they are held to a
29 minimum and do not interfere with the employee's work.
30
- 31 4. Cell phone usage is not permitted during work hours. Cell phones are prohibited in
32 the classroom, as outlined in the Dearborn Public Schools Policy 7530.01 Staff Use of
33 Cellular Telephones.
34

35 C. Professional Code
36

- 37 1. Childcare managers, lead childcare providers, assistant lead childcare providers and
38 childcare providers are expected to professionally conduct themselves as they carry
39 out their responsibilities. Childcare managers, lead childcare providers, assistant lead
40 childcare providers and childcare providers need to establish and maintain good
41 attitude, rapport, conduct and personal appearance, which will result in a positive
42 effect on the health, welfare and morale of the children, parents and co-workers.
43
- 44 2. Abusive or demeaning language, negligence, carelessness, apathy, tardiness,
45 insubordination, immoral or unethical actions, etc., will not be tolerated and will lead
46 to disciplinary action leading up to and including discharge.
47
3. The childcare manager, lead childcare provider, assistant lead childcare provider, or

1 childcare provider must remain in the room/center during his/her work shift.

- 2
- 3 4. When any staff member leaves the room/center for any reason, he/she must inform the
- 4 remaining staff of his/her whereabouts or purpose, and be sure that the children are
- 5 supervised.
- 6
- 7 5. Staff must accompany and remain with children when going outside. It is not
- 8 permissible to supervise the children from indoors. Staff shall ensure that the
- 9 equipment being used by the children is age appropriate. The ratio of staff and
- 10 children during rest time shall comply with the State of Michigan Department of
- 11 Human Services Office of Children and Adult Licensing.
- 12
- 13 6. Childcare managers, lead childcare providers, assistant lead childcare providers and
- 14 childcare providers will prepare the childcare site according to State of Michigan
- 15 Department of Human Services Office of Children and Adult Licensing regulations.
- 16 Staff members will have on file and maintain accurately: fully completed child
- 17 information cards for each child enrolled; physical examinations/health appraisal
- 18 forms and record or immunization for each child enrolled; daily attendance records;
- 19 staff physical examinations within the past two years; staff TB tests within the past
- 20 three years.
- 21
- 22 7. Picking up and returning AV materials, making copies, and checking the mail shall be
- 23 done at a time when the employee is not in charge of children.
- 24

25 D. Attendance

- 26
- 27 1. Childcare employees will report to work on time at their regularly scheduled time
- 28 each day they are scheduled to work.
- 29
- 30 2. Childcare employees who are unable to report to work will call the appropriate
- 31 contact person per established procedures per Article XIII to ensure their
- 32 responsibilities are covered during their absence.
- 33
- 34 3. Employees may only take time off as provided in the contract per Articles XIV and
- 35 XXIA and C. Employees who do not have time available in either their sick leave or
- 36 personal business leave banks may not take time off without pay without prior
- 37 approval from the Supervisor of Human Resources. Time off under such
- 38 circumstances is intended for the same reasons that are used for the use of sick time
- 39 and will require documentation to verify it was for good and valid reasons.
- 40

41 ARTICLE XVIII. HEALTH, ACCIDENTS AND SAFETY

42

43 A. Health Requirements - Childcare Employees

44

45 All childcare managers, lead childcare providers, assistant lead childcare providers and

46 childcare providers are to have on file, both at the Early Childhood office and at the

47 childcare site, a report signed by a licensed physician that declares, to the best of the

1 physician's knowledge, the physical capability of the staff member to perform the duties
2 required. This report shall be signed no more than six (6) months prior to, or thirty (30)
3 days after, the start of employment and every two (2) years thereafter. All childcare staff
4 are to have on file, both at the Early Childhood office and at the childcare site, evidence
5 that the childcare employee is free from communicable tuberculosis, verified within one
6 (1) year before employment and every year thereafter. This provision shall be consistent
7 with the provisions of the Michigan Civil Rights Handicapped Act.
8

9 B. Accidents/Illness

- 10
- 11 1. Whenever a child is ill (running a temperature, lethargic, personality change,
12 vomiting, etc.) or is injured in any way (i.e. bumping head, lacerations other than
13 minor abrasions), the childcare employee must phone the parent to inform them of the
14 occurrence and in some cases ask the parent to pick up the child. Major injuries
15 require an accident report form, in addition to the phone call.
16
 - 17 2. A form provided by the Board will be used for accidents of children that may require
18 the assistance of a doctor. Inform the Community Education Childcare Supervisor
19 and the Community Education Supervisor of the accident immediately. This
20 mandates a phone call to the Community Education Childcare Supervisor and the
21 Community Education Supervisor that day. The childcare manager, lead childcare
22 provider, assistant lead childcare provider and childcare provider must inform parents
23 of any minor or major accidents verbally and with an appropriate form as soon as
24 possible.
25

26 C. Child Protection Law

27

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

31

32 When child abuse or neglect is suspected the school employee must immediately make or
33 cause to be made an oral report to the Wayne County Department of Human Services
34 (WCDHS) (1-800-716-2234). An oral report must also be made to the building principal,
35 the Early Childhood Supervisor (317-6536) and the Coordinator of Student Services (827-
36 3005) immediately. THE EARLY CHILDHOOD OFFICE WILL BE RESPONSIBLE
37 FOR FORWARDING THE WRITTEN REPORT TO THE STATE OF MICHIGAN
38 DEPARTMENT OF HUMAN SERVICES OFFICE OF CHILD AND ADULT
39 LICENSING .
40

41 D. Emergency Coverage for Children

42

43 The Building Engineer or Building Operations Specialist will make a good faith effort to
44 be available to the childcare manager, lead childcare provider, assistant lead childcare
45 provider and childcare provider in the event of an emergency in the childcare area. When
46 a childcare manager, lead childcare provider, assistant lead childcare provider, or childcare
47 provider ends their work day and leaves another childcare manager, lead childcare

1 provider, assistant lead childcare provider or childcare provider alone, the childcare
2 manager, lead childcare provider, assistant lead childcare provider or childcare provider
3 will notify the building engineer, building operation specialist or appropriate custodian at
4 that site. In the event a childcare manager, lead childcare provider, assistant lead childcare
5 provider or childcare provider becomes incapacitated, the building engineer, building
6 operations specialist or appropriate custodian will contact the appropriate childcare
7 administrators. This proposal is subject with other affected bargaining units.
8

9 E. Working Conditions

10
11 The Dearborn Early Childhood program will make a good faith effort to follow State of
12 Michigan Department of Human Services Office of Children and Adult Licensing
13 guidelines concerning staffing and working conditions when practical and appropriate.
14

15 F. Removal of a Child

16
17 With prior approval from the Community Education Childcare Supervisor, childcare
18 managers shall have the authority to suspend from the program any child whose behavior
19 is consistently inappropriate, subject to existing procedures. Upon returning, if the child's
20 disruptive behavior continues, the Childcare Manager may request that the child be
21 dismissed from the program. Upon the return of a previously dismissed child, there shall
22 be a conference with the assigned employees to insure that the reintegration of the child
23 into the program is successful.
24

25 G. General

26
27 The Board and the Union will cooperate in the objective of eliminating safety and health
28 hazards. The Board will make every reasonable effort to provide a safe and healthful place
29 of employment free from recognizable hazards.
30

31 It is recognized that emergency circumstances may arise, and the Board will make
32 satisfactory arrangements for immediate protection of the affected employee, and the
33 general public in an expeditious manner.
34

35 H. Employee Injury

36
37 Any childcare manager, lead childcare provider, assistant lead childcare provider and
38 childcare provider injured while on duty is required to fill out an employee injury form and
39 call the Early Childhood Supervisor and the Community Education Supervisor as soon as
40 possible.
41

42 Medical treatment is provided only at the Midwest Health Clinic. The employee will use
43 the referral form for treatment at these centers.
44

45 The Board will pay for staff tuberculosis tests taken at the Dearborn Health Department
46 located at the Henry Ford Centennial Library.
47

1 ARTICLE XIX. SEXUAL HARASSMENT

2
3 The Union and the Board agree that they will comply with all applicable equal opportunity and
4 anti-discrimination laws.

- 5
- 6 1. It is the Dearborn Public Schools firm policy that it will not permit, and will take
- 7 strong action against any sexual harassment of its employees by anyone and
- 8 particularly by fellow employees or management. The Equal Employment
- 9 Opportunity Commission defines sexual harassment as unwelcome sexual advances,
- 10 requests for sexual favors, and other verbal and physical conduct and communication
- 11 of a sexual nature when either:
- 12
- 13 a. submission to or rejection of such conduct or communication by an individual
- 14 is used as a factor in decisions affecting such individual's hiring or
- 15 employment, or:
- 16
- 17 b. such conduct or communication has the purpose or effect of substantially
- 18 interfering with an individual's employment or creating an intimidating, hostile
- 19 or offensive employment environment.
- 20
- 21 2. Because sexual harassment is difficult to define with precision, interested employees
- 22 are invited to contact the Human Resources Department for clarification of this
- 23 policy. It is the Dearborn Public School's policy that its employees may not be
- 24 subjected to this type of conduct. If it comes to the attention of the Board that an
- 25 employee has violated this policy, prompt disciplinary action will be taken which may
- 26 include dismissal. Also, if someone other than a co-worker violates this policy, the
- 27 Board will take appropriate action to discourage such offensive behavior.
- 28
- 29 3. Any employee who believes he/she is subject to any type of discrimination or sexual
- 30 harassment must report such to their immediate supervisor or bring their complaint to
- 31 the attention of the Director of Human Resources or any member of the
- 32 Administration. It will investigate each complaint thoroughly and confidentially.
- 33
- 34 4. All grievances related to sexual harassment will begin at Step 3 of the grievance
- 35 procedure as contained in this agreement.
- 36

37 Article XX. SALARY SCHEDULE AND RELATED MATTERS

38
39 A. Step Definition

- 40
- 41 1. Step 1 is defined as any employee with less than one (1) year seniority within that
- 42 classification as of September 1st.
- 43
- 44 2. Step 2 is defined as any employee with one (1) year seniority but less than two (2)
- 45 years seniority within that classification as of September 1st.
- 46
- 47 3. Step 3 is defined as any employee with two (2) or more years of seniority within that

1 classification as of September 1st.

2
3
4 B. Effective Date

5
6 Employees hired on or after March 1, but before September 1, for salary purposes only,
7 will be treated as though their effective date of hire was September 1 of that next school
8 year.

9
10 C. Salary Schedule

11
12 2006-07

13
14

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
15			
16 Childcare Manager	\$13.57	\$14.24	\$14.94
17 Lead Childcare Provider	\$ 9.57	\$10.25	\$10.93
18 Assistant Lead Childcare Provider	\$ 8.23	\$ 8.64	\$ 9.01
19 Childcare Provider	\$ 7.71	\$ 8.13	\$ 8.50

20

21 2007-08

22
23

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
24			
25 Childcare Manager	\$13.98	\$14.67	\$15.39
26 Lead Childcare Provider	\$ 9.86	\$10.56	\$11.26
27 Assistant Lead Childcare Provider	\$ 8.48	\$ 8.90	\$ 9.28
28 Childcare Provider	\$ 7.94	\$ 8.37	\$ 8.76

29
30

31 There shall be a re-opener after October 31, 2008 (2008-09) for wages only.

32
33
34 D. Each employee shall receive an additional ten cents (10¢) per hour above the wage scale
35 set forth on their tenth (10th) anniversary date of hire, an additional fifteen cents (15¢) per
36 hour on the fifteenth (15th) anniversary date of hire, an additional twenty cents (20¢) per
37 hour on the twentieth (20th) anniversary date of hire.

38
39 E. Set Up Time

40
41 All childcare managers, lead childcare providers, assistant lead childcare providers and
42 childcare providers will be given room set-up time equivalent to one (1) day of their
43 regular shift before and after the school year.

44
45 F. Set Up Days

46
47 Any year-round childcare program shall be closed one week prior to the beginning of the

1 school year for the purpose of inservice, preparation and cleaning, subject to budget
2 constraints. Employees shall be paid at their regular rate.

3
4 G. Planning Time

5
6 On a case by case basis, the Community Education Childcare Supervisor may authorize
7 one (1) additional paid hour weekly for a childcare manager, lead childcare provider,
8 assistant lead childcare provider or childcare provider for planning at a time when they are
9 not responsible for children.

10
11 H. Billing Time

12
13 All childcare managers or lead childcare providers assigned billing responsibilities will be
14 compensated one (1) additional hour per month for paperwork related to billing, staffing,
15 ordering and licensing. Additional hours are subject to approval by the Community
16 Education Childcare Supervisor.

17
18 I. Travel Reimbursements

19
20 Employees will be reimbursed when on business for Dearborn Public Schools at the IRS
21 allowable rate per actual mile plus parking. Employees shall receive their regular hourly
22 wage while on business for the program.

23
24 J. Temporary Assignments

25
26 The employer may temporarily assign an employee to perform duties and responsibilities
27 of another classification. To be eligible for temporary assignment pay for all hours worked
28 under such circumstances, the employee must be directed by the employer to perform the
29 duties and assume the responsibilities of a different classification.

30
31 ARTICLE XXI. BENEFITS

32
33 A. Leave/Sick Days

34
35 Childcare employees earn two non-cumulative personal business days each school year. In
36 addition, each childcare employee will earn two cumulative sick days per year, which shall
37 accumulate to a maximum of thirty (30) days. Summer employees will be granted one (1)
38 additional sick day. These days are calculated by totaling the employee's hours worked per
39 week and dividing by five (days). Personal business days not used prior to the end of the
40 school or fiscal year, whichever is relevant, shall be added to the employee's accumulated
41 sick leave days. Beginning September 1, 1998, each childcare employee will earn one (1)
42 additional sick day per year and beginning September 1, 1999, each childcare employee
43 will earn another additional sick day.

44
45 B. Health Insurance - HAP, Vision Service Plan, and Delta Dental

46
47 1. Effective September 1, 1994, those employees hired before September 1, 1987, and

1 all childcare managers with one year or more of seniority who work 25 hours or more,
2 and who are not already covered by health, vision and/or dental insurance, will have
3 the opportunity to buy into the following health benefits effective the first day of the
4 month following the ratification and signing by all parties concerned. All present
5 childcare head supervisors who are reclassified as lead childcare providers will be
6 "grandpersoned in" for these benefits.

7
8 2. Effective September 1, 1993, all lead childcare providers working 25 hours or more,
9 and who are not already covered by health, vision and/or dental insurance, will have
10 the opportunity to buy into these health benefits.

11
12 3. All childcare providers and assistant lead childcare providers with one (1) years
13 seniority who work thirty (30) hours or more, and who are not already covered by
14 health, vision and/or dental insurance, will have an opportunity to buy into these
15 health benefits.

16
17 4. The childcare worker will pay 50% of the premium. Any childcare worker qualified
18 under #1 - #3 who has carried health, vision and/or dental insurance for four (4)
19 consecutive years, will pay 25% of the premium; after carrying such insurance for ten
20 (10) consecutive years, the childcare worker will pay 20% of the premium.

21
22 5. For employees who have carried health insurance prior to September 1, 2000,
23 carrying medical insurance for four years will be the qualifying factor for 25%
24 payment on dental and vision.

25
26 C. Each childcare employee will be allowed to take one (1) unpaid day per year for the
27 purposes of bereavement in the event of the death of an immediate family member. The
28 immediate family will be considered relations up to and including first cousins of the
29 employee and employee's spouse.

30
31 ARTICLE XXII. MISCELLANEOUS BENEFITS

32
33 A. Library Card

34
35 The Henry Ford Centennial Library located in Dearborn, Michigan will be provided a list
36 of individuals employed as childcare workers in the Dearborn Public Schools.

37
38 B. Graphics Lab

39
40 The Graphics Lab at the Ten Eyck Administrative Service Center will be provided a list of
41 individuals employed as childcare workers in the Dearborn Public Schools. The services
42 available in the Graphics Lab are subject to budgetary constraints.

43
44 C. Holidays

45
46 Because of the nature of our services, holidays will be determined by the school calendar,
47 except at the Snow Childcare Center. We are normally closed on New Year's Day,

1 Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

2
3
4 D. Schedule for Early Release and Conference Days

5
6 If needed and where practical, the Early Childhood Office will provide each childcare
7 location with a schedule of early release and parent/teacher conference days for their
8 location on a bi-monthly basis.

9
10 E. Credit Union

11
12 Childcare managers, lead childcare providers, assistant lead childcare providers and
13 childcare providers are eligible to use the Dearborn Schools Credit Union located at 6246
14 Chase Road.

15
16 F. Staff Childcare Costs

17
18 Tuition costs for children of all regular childcare workers using Dearborn Public Schools
19 Childcare services will be one half of existing tuition rates. The employee is responsible
20 for the full cost of registration fees and the full cost of any field trips and bus charges.

21
22 G. Staff Meeting and Advisory Team

23
24 The Early Childhood Supervisor will hold at least four paid meetings each year with school
25 age and all-day preschool childcare staffs with at least one of these meetings for the staffs
26 combined. Attendance is mandatory for all employees designated to attend by the
27 Childcare Supervisor unless prior approval to be excused is obtained from the Childcare
28 Supervisor and documentation indicating a good a valid reasons for being excused is
29 presented the next work day.

30
31 H. Site Visitation

32
33 Whenever possible, the Early Childhood Supervisor shall visit each site at least one time
34 per year to consult with staff on program operations.

35
36 I. Supplies

37
38 The Childcare Manager is responsible for ordering items through the recommended
39 vendors as approved by the Early Childhood Supervisor.

40
41 J. Mail Service

- 42
43 1. The Union shall be permitted to use the employee's mailboxes to communicate on
44 issues such as individual or group grievances, notice of meetings and all other
45 matters, which originate from conducting business with the Board.
46
47 2. The use of the inter-school mail shall be restricted to only that mail necessary to

1 conduct business with or communicate with members regarding Union activities. No
2 partisan political literature nor materials ridiculing individuals by name or obvious
3 direct reference nor defamatory or detrimental to the Board or Union, shall be
4 distributed through the mail system.
5

- 6 3. The Board shall be held harmless for delivery and security of such mail, including
7 mail directed to Union members from outside the agency. However, the Board shall
8 not intentionally open, alter, intercept, delay, or in any manner tamper with articles so
9 mailed, if marked "UAW confidential."

10
11 ARTICLE XXIII. CONFORMITY TO LAW

12
13 Should any Federal or State law, municipal ordinance, or any court, or funding source
14 order or ruling conflict with any provisions of this Agreement. The provisions so affected
15 will be amended or deleted to the extent necessary to conform to the said law, ordinance,
16 order or ruling. In all other respects, this Agreement shall continue in full force and effect.
17

18 ARTICLE XXIV. MANAGEMENT RIGHTS

19
20 A. Definition

21
22 The Board retains the sole right to manage its affairs, including but not limited to, the right
23 to plan, direct and control its operations; to determine and redetermine the location of its
24 facilities; to decide and redecide the business hours of its establishments; to decide and
25 redecide the types of services it shall provide, including the scheduling and means of
26 providing such services; to study and/or introduce new or improved methods or facilities;
27 to maintain order and efficiency in its operations; to promulgate and repromulgate work
28 rules; to hire, lay off, assign, transfer and promote employees; and to determine and
29 redetermine the starting and quitting time, work schedules and the number of hours to be
30 worked; the number of the work force, and to determine and redetermine the qualifications
31 of its employees, standards of work and quality of service; and all other rights and
32 prerogatives including those exercised as in the past, subject only to clear and express
33 restrictions governing the exercise of these rights as are expressly provided for in this
34 Agreement.
35

36 B. Subcontracting

37
38 Local 174 recognizes the right of the Board to subcontract any work.
39

40 C. Discipline and Discharge

41
42 The Board retains the sole right to discipline and discharge employees for cause, provided
43 that in the exercise of this right it will not act in violation of the terms of this Agreement.
44

45 ARTICLE XXV. DURATION OF THIS AGREEMENT

46
47 This Agreement is effective November 1, 2007 and shall continue in full force and effect until

1 October 31, 2009 except for wage re-openers for the 2008-09. The wage re-opener for 2008-09
2 will be negotiated after October 31, 2008 and will be retroactive to ???.

3
4 ARTICLE XXVI. GRIEVANCE PROCEDURE

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

9
10 B. If the matter is not resolved, all grievances will be handled in the following manner:

11
12 Step 1 - Within fifteen (15) working days of the occurrence or within fifteen (15) working
13 days after a reasonable and prudent person should have discovered the facts on which the
14 grievance is based, the employee will file a written grievance on the grievance form with
15 his/her supervisor, with copies to the Union and the Human Resources Department. The
16 supervisor will give written reply to the employee filing the grievance within ten (10)
17 working days with copies to the Union and the Human Resources Department.

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

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

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

44
45 Step 5 - If the Union is dissatisfied with the decision of the Superintendent, the Union may
46 refer the matter to arbitration by delivering written notice of its desire to arbitrate to the
47 Superintendent of Schools and the American Arbitration Association within ten (10)

1 working days after the Union's receipt of the decision of the Superintendent. The arbitrator
2 shall be selected from the rolls of the American Arbitration Association and the arbitration
3 shall be conducted under the rules of the American Arbitration Association. The fees and
4 expenses of the arbitrator shall be shared equally by the Board and the Union.
5

6 The arbitrator shall confine the decision to the sole question of whether or not there has
7 been a violation of this Agreement and, if he/she finds a violation, the appropriate relief.
8 The arbitrator's award shall be final and binding on the Board and the Union and any
9 employees involved unless the Board, by vote of at least two-thirds (2/3) of its members
10 taken within twenty (20) working days after receipt of the arbitrator's decision, shall elect
11 to treat the award as advisory rather than final or binding. In such event, the award shall
12 not be final and binding but shall be advisory only.
13

14 C. If, in the judgement of the Union, a grievance affects a group or class of employees, the
15 Union may submit such grievance in writing directly at Step 1. The grievance must be
16 presented within fifteen (15) working days of the occurrence of the facts on which the
17 grievance is based.
18

19 D. Failure at any step of the grievance procedure to communicate the decision on a grievance
20 within the specified time limits shall permit lodging an appeal at the next step of the
21 procedure within the same time which would have been allotted had the decision been
22 given; provided; however, that if the decision is not made and communicated to the
23 employee and the Union for this purpose, any notice postmarked within the time limits and
24 mailed to the employee and the Union at its last known address shall be within the time
25 limits; further, in connection with a Union grievance, no employee need be notified.
26

27 E. 1. Failure to commence to process the grievance within the time limits set forth above
28 shall bar the grievance.
29
30 2. Failure to appeal a decision to the next step within the time limits set forth above shall
31 constitute acceptance of the last written decision and shall bar future action on that
32 particular grievance.
33

34 F. Any individual employee may present a grievance and have the grievance adjusted without
35 intervention of the Union if the adjustment is not inconsistent with the terms of this
36 Agreement, providing the Union has been given an opportunity to be present at such
37 adjustment at all steps.
38

39 G. A Union representative may be present at all steps of the grievance procedure. In the event
40 a Union representative is not present or does not consent to the resolution of the grievance,
41 any settlement shall not be used by either party in any other grievance or arbitration
42 proceeding.
43

44 H. Any agreement reached through the grievance procedure will be implemented promptly.
45

46 ARTICLE XXVII. TERMINOLOGY
47

1
2 ALL DAY PRESCHOOL CHILDCARE PROGRAM

3
4 Includes children ages 2-1/2 - 6 years

5
6 CHILDCARE MANAGER - School-Age and/or Extended Kindergarten

7
8 Supervises staff and children on site and manages the childcare center. Completed a minimum of
9 60 semester hours of credit at an accredited college or university with 2 credit hours in
10 administration, 18 credit hours in early childhood education, child development, psychology, or
11 related field and 1920 hours experience (see job description for further details).

12
13 CHILDCARE MANAGER - All Day Pre-School Childcare

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

21
22 CHILDCARE PROVIDER

23
24 Supervises children on site. Completed a minimum of a high school diploma (see job description
25 for further details).

26
27 CHILD INFORMATION CARD

28
29 Distributed by State of Michigan, Family Independence Agency contains all emergency
30 information on each child and is to be kept on file at site.

31
32 STATE OF MICHIGAN DEPARTMENT OF HUMAN SERVICES OFFICE OF CHILDREN
33 AND ADULT LICENSING

34
35 (Formerly Family Independence Agency)

36
37 KINDER CLUB PROGRAM

38
39 Includes children in kindergarten

40
41 LEAD CHILDCARE PROVIDER

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

1 semester hours in infant/toddler development and care practices from an accredited college or
2 university, or 4.5 CEU's in infant/toddler development and care practices. (see job description
3 for further details).

4 ASSISTANT LEAD CHILDCARE PROVIDER

5
6 One year experience in a childcare setting and a minimum of six semester hours of credit at an
7 accredited college or university in early childhood education, child development, psychology, or
8 a related field (see job description for further details), or a C.D.A.

9 Assistant Lead Childcare Provider positions will be created based on operational need.

10
11 The intent of this position is not to erode the Lead Childcare position.

12
13 LESSON PLANNING TIME

14
15 Time for planning activities for the children.

16
17 NAEYC

18
19 National Association for the Education of Young Children.

20
21 RATIO

22
23 Number of children per adult as determined by the State of Michigan Department of Human
24 Services Office of Children and Adult Licensing.

25
26 SCHOOL AGE CHILDREN

27
28 Can include children grades K through 8th.

29
30 SET-UP TIME

31
32 Time allotted to organize childcare site, including any paperwork, classroom layout, etc.

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47

BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF THE CITY OF DEARBORN
(Signed)

Mary Lane, President

Dr. John Burl Artis, Superintendent

UAW Local 174
CHILDCARE WORKERS
(Signed)

Stephanie Amend

Cynthia Elder

Linda Franquist

Cathryn Killian

Deborah Buzzy
UAW International Representative
Region 1-A

Bruno Duchaine
President, UAW Local 174

Jimmy U. Settles, Regional Director
UAW Region 1-A

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2
3

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 New Years Day Holiday January 1, 2004, December 31, 2004 and December 30, 2005, Good Friday Holidays on Friday, April 9, 2004, Friday, March 25, 2005 and Friday, April 14, 2006 and Memorial Day Holidays on Monday, May 31, 2004, Monday, May 30, 2005 and Monday, May 29, 2006, provided they work the last scheduled workday before and the first scheduled work day after those days.

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

For the UAW Local 174
Childcare Workers

Dr. John Burl Artis, PhD
Superintendent

Deborah Buzzy
UAW International Representative

Date: _____

Date: _____