

**AGREEMENT**

between the

**GILBERT EDUCATION ASSOCIATION**

and the

**GILBERT COMMUNITY SCHOOL DISTRICT**

for the

***SCHOOL YEARS***

2020-2021

2021-2022

2022-2023

2023-2024

Gilbert, Iowa

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ARTICLE I

**PREAMBLE**

The Board of Directors of the Gilbert Community School District and the Gilbert Education Association recognize that the aim of the public schools is to provide a quality education program for children and youth of the School District.

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE II

**RECOGNITION**

A. The Board of Directors of the Gilbert Community School District hereby recognizes the Gilbert Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 232) issued by the PERB on the thirtieth day of September, 1975. (recertified on November 12, 2019.)

The unit described in the above certification is as follows: All regular full-time certified teachers and regular part-time certified teachers including school counselor, media specialist, and nurses (recognized with a BOEE license).

Excluded are all other employees and, in particular, those excluded under Section 4 of the Public Employment Relations Act.

B. Definitions:

1. The term "Employer" as used in the Agreement shall mean the Gilbert Community School District. The term "Board" as used in this Agreement shall mean the Board of Directors of the Gilbert Community School District or its duly-authorized representatives.

2. The term "Employee" as used in this Agreement shall mean the employees included in the bargaining unit described above.

3. The term "Association" as used in this Agreement shall mean the Gilbert Education Association or its duly-authorized representatives or agents.

**GRIEVANCE PROCEDURES**

A. Definition. Any allegation by an Employee or the Association that there has been a violation of any provision of this Agreement may be processed as a grievance as hereinafter provided. The grievance procedure shall be the exclusive means of contesting an alleged violation of the Agreement.

B. Steps.

Level One - Informal

In the event the Employee or the Association believes there is a basis for a grievance, he/she/it shall first discuss the alleged grievance with the building principal in a scheduled meeting within ten (10) school days after the alleged violation occurred.

If, as a result of the informal discussion with the building principal, a grievance still exists, the following formal grievance procedure may be invoked by the Employee or by the Association.

Level Two - Principal

The grievant shall submit to the building principal a copy of the written grievance form, signed by the grievant, within ten (10) school days after the informal meeting with the building principal. Within ten (10) school days of receipt of the formal written grievance, the building principal shall meet with the grievant. The building principal shall indicate the disposition of the grievance in writing within ten (10) school days after such meeting and shall furnish a copy thereof to the grievant.

Level Three - Superintendent

If the grievant is not satisfied with the disposition of the grievance, the grievance shall be submitted in writing to the Superintendent within ten (10) school days of the building principal's decision. Within (10) school days of receipt of the written grievance, the Superintendent or his/her designee shall meet with the grievant. Such meetings shall be scheduled outside the grievant's working day. The Superintendent shall indicate the disposition of the grievance in writing within ten (10) school days after such meeting and shall furnish a copy thereof to the grievant and to the Association, if it is an Employee grievance.