

This grievance report appeared in the *CEA Voice* for Oct. 23, 2023.

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
Cassady ES Amber Hall	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Cassady ES, Amber Hall, subjected the grievant to repeated and/or extreme verbal abuse in the school's office.	That the principal apologize in writing to the grievant, that the principal does not subject the grievant to repeated and/or extreme verbal abuse in the future; that the administration work with the principal to control such behavior in the future, and that NO REPRISALS be taken against the grievant or any other bargaining unit member due to the filing of this grievance.	Awaiting Step 2 hearing.
CCS Administration	The CCS Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master agreement when it was determined that their back pay for classroom reassignment was deemed inappropriate.	Both grievants shall be made whole by immediate repayment of the classroom reassignment pay that has been calculated, plus 5% interest compounded annually; and that NO REPRISALS be taken against the grievants for the filing of this grievance.	Step 2 hearing pending. Awaiting response.
Salem ES Nikki Myers	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Salem ES, Nikki Myers, subjected the grievant to direct verbal criticism/extreme verbal abuse in front of a student and staff members in the Health Office.	That the principal apologize in writing to the grievant, that the principal does not subject the grievant to repeated and/or extreme verbal abuse in the future; that the administration work with the principal to control such behavior in the future, and that NO REPRISALS be taken against the grievant or any other bargaining unit member due to the filing of this grievance.	Based on the information presented at the Step II hearing, the Hearing Officer's acknowledged that the incident that occurred on September 18, 2023 was a stressful situation for everyone involved. However, there was no evidence presented that the Administrator subjected the grievant to direct verbal criticism/extreme verbal abuse. Thus there was no violation Article 404.06 or 404.07. In lieu of the above, the relief requested is denied.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the Administration unilaterally altered the start and end times of the school day at the JIC.	That the administration revert to the original start and end times in place at JIC, that the grievants be made whole for any expenses incurred as a result of the change (i.e. child care) and that NO REPRISALS be taken against the grievant or any other bargaining unit member due to the filing of this grievance.	Based on the information presented at the Step II grievance it is the Union's position that Management did not follow Section 204.04 when it changed the start and end times for those teachers working at the Juvenile Intervention Center (JIC). According to Section 204.04 which states: "Except as provided elsewhere in this Agreement the regular work day for all full-time teachers is to be seven and one-half (7½) hours. Such seven and one-half (7½) hours shall include a duty-free lunch period and planning preparation time. Teachers may contract individually with the Board for extra-duty assignments that may extend beyond the seven and one-half (7½) hour day. Full-time hourly-rated teachers and those members of the bargaining unit not assigned to regular school staff shall have a regular workday not to exceed eight (8) hours. In no event shall a teacher's workday begin before 7:15 a.m. or end after 4:45 p.m. except as specifically provided elsewhere in this Agreement, unless teacher so elects from time to time, or unless the teacher so elects from time to time, or unless the teacher elected employment for, or chose assignment to, a position with a posted work day beginning before 7:15 a.m., or ending after 4:45 p.m. Notification to teachers of a change of school day start and end times, for the following school year, shall be made prior to the beginning of the Article 211 process. Upon written notifications to the Board, a teacher may request a voluntary staff reduction as the result of a change to school day start and end times." Since Management did not act in accordance with Section 204.04 when they changed the JIC Teachers start and end times. It is the Hearing Officer's position that the process needs to be followed and Management must revert back to the prior schedule by October 30, 2023. In lieu of the above, the relief as requested is granted.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the Administration unilaterally changed the schedule at JIC from a nine period day to an eight period day and required the teachers at JIC to teach six sections instead of five and eliminated their duty period.	That the administration reduce the number of teaching sections to five and reinstate the duty period, and that NO REPRISALS be taken against the grievant or any other bargaining unit member due to the filing of this grievance.	Step 2 hearing held. Based on the information presented at the Step II hearing, it is the position of the Hearing Officer, that there is nothing in the Master Agreement that prevents the District from assigning teachers to teach a class during their duty period while maintaining their required lunch and conference period. In lieu of the above, the relief requested is denied.

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Indianola Informal K-8 Brandy Koeth	Indianola Informal K-8 Principal Brandy Koeth, acting in her capacity as agent of the Columbus City Schools Board of Education, violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when grievant was directed not to enforce the student dress code enumerated in the 2023-2024 Guide to Student Success.	The grievant shall be made whole in every way, including but not limited to the following: The Board shall provide appropriate administrative support consistent with Article 208.01 and shall immediately cease and desist from directing bargaining unit members not to enforce board policy, inclusive of the "Guide to Student Success".	Step 2 hearing held. Relief granted as requested.