

This grievance report appeared in the *CEA Voice* for Dec. 4, 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 held. Board of Governors voted to send to arbitration.
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 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.
Linden-McKinley STEM 7-12 Dr. Michael McCrory	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the Dr. McCrory changed a teacher's schedule at Linden McKinley and eliminated their lunch period, leaving them to teach seven periods.	That the administration reduce the number of teaching sections to five and rotate sub coverage during the duty period, restore the teachers' lunch period and that NO REPRISALS be taken against the grievant or any other bargaining unit member due to the filing of this grievance.	Step 1 hearing pending. Awaiting response.
CCS Administration	The Board and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CCS-CEA Master Agreement when during its regular Board of Education meeting, the Board voted to subcontract bargaining unit work to the Education Service Center of Central Ohio (ESCCO) without first following the relevant contractual procedure.	Grievants shall be made whole in every way, including but not limited to the following: The Board shall comply with Article 101.02 of the Master Agreement. All bargaining unit members in the School Counselor and Social Worker classifications shall be compensated on an hourly equivalent basis at the contractual hourly supplemental rate, plus interest at the IRS rate, for all work performed by ESCCO subcontractors.	The following negotiated settlement agreement is entered into between the Columbus Education Association (CEA), and the Board of Education of Columbus City Schools (BOARD). This agreement resolves grievance CEA 2324-13 filed by CEA on behalf of the Association bargaining unit members alleging violation of the CEA-CCS 2022-2025 Master Agreement (AGREEMENT) including but not limited to Article 101.02 related to subcontracting. The parties agree: 1. The agreement entered into by the BOARD with the Educational Service Center of Central Ohio for the provision of thirteen (13) Student Attendance Support Specialists will not be renewed upon its expiration at the conclusion of the 2023/2024 school year. 2. Prior to subcontracting work that has been typically performed by CEA bargaining unit members, the BOARD will follow the procedures contained in Article 101.02 of the AGREEMENT. 3. The BOARD denies any liability in connection with the alleged claims. 4. This agreement completely resolves the referenced grievance. No further grievance, appeal, or complaint will be filed by CEA regarding the matters set forth in the referenced grievance. 5. The terms of this settlement agreement are not intended to create a case precedent or form the basis of a past practice between or among the parties. 6. If either party fails to meet the requirements of this agreement, the grievance will be reinstated.

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
CCS Administration	The Board and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CCS-CEA Master Agreement when the Board notified bargaining unit members that tutoring work typically performed by bargaining unit members would be outsourced without first following the relevant contractual procedure.	Grievants shall be made whole in every way, including but not limited to the following: The Board shall comply with Article 101.02 of the Master Agreement. All affected bargaining unit members shall be compensated on an hourly equivalent basis at the contractual hourly supplemental rate, plus interest at the IRS rate, for all work performed by subcontractors.	Filed at Step 2 pursuant to Master Agreement Article 110.06
CCS Administration	The Board and/or its agents violated, misinterpreted, and or misapplied provisions of the Master Agreement during the 2023-2024 school year, when they directed bargaining unit members to participate in mandatory classroom observations (inclusive of pre- and post- conferences and related clerical work) conducted by non-Board third party employees.	Grievants shall be made whole, including but not limited to the following: The Board shall cease and desist from directing bargaining unit members to participate in mandatory classroom observations (inclusive of pre- and post- conferences and related clerical work) conducted by non-Board third party employees. No data of any kind collected by third party employees shall be utilized by the Board in evaluation/employment decisions. Filed at Step 2 pursuant to Article 110.06 of the CEA-CCS Master Agreement	Filed at Step 2 pursuant to Article 110.06 of the CEA-CCS Master Agreement
CCS Administration	The CCS/CEA Master Agreement was violated when the district docked the grievants' supplemental coaching contract without being in compliance with the discipline procedures contained in the Master Agreement.	That the grievant be made whole in every way, including but not limited to the restoration of the full supplemental contract and that no reprisals be taken against the grievant due to the filing of this grievance.	The Teacher will receive payment for the remaining 10% of his supplemental coaching contract. That will result in full payment for the coaching contract as sought by the grievance.
CCS Administration	The Board and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CCS-CEA Master Agreement when during its regular Board of Education meeting, the Board voted to subcontract bargaining unit work to "Communities in Schools" without first following the relevant contractual procedure.	Grievants shall be made whole in every way, including but not limited to: Bargaining unit members in the School Counselor and Social Worker classifications shall be compensated at a rate equal to \$788,000.00 divided by the number of bargaining unit members in these classifications, plus interest at the IRS rate. The Board shall remit to CEA 2023-2024 school year dues, plus interest at the IRS rate for 21 FTE positions.	Filed at Step 2
CCS Administration	The Board and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement by incorrectly calculating accrual of sick leave and other sick leave provisions, for full-time hourly CEA bargaining unit members.	Affected bargaining unit members shall be made whole in every way, including but not limited to the following: sick leave accrual, and other sick leave benefits shall be recalculated and revised in a manner consistent with Master Agreement provisions. Members shall be made whole, with interest, for any loss in pay due to incorrectly calculated leave sick leave balances. The Board shall comply with Articles 701 and 904.	Filed at Step 2 consistent with Article 110.06 of the Master Agreement