

This grievance report appeared in the *CEA Voice* for Dec. 18, 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.
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 in every way, 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 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.
Linden-McKinley STEM 7-12 Dr. Michael McCrory	Linden-McKinley Principal Michael McCrory, acting in his capacity as agent of the Board, failed to provide appropriate support to teachers with respect to student discipline in violation, misinterpretation, or misapplication of the Master Agreement, including but not limited to: instructing bargaining unit members not to write behavior referrals, unilaterally modifying and/or failing to follow the building's discipline plan, and inconsistently enforcing dress code.	Grievants shall be made whole in every way, including not limited to the following: The Board and its agents shall cease and desist from violating, misinterpreting, and/or the Master Agreement including but not limited to Articles 208.01 and 208.03. The board shall provide appropriate administrative support consistent with these articles.	Filed at Step 1.