

This grievance report appeared in the *CEA Voice* for Jan. 16, 2024.

| Building/Unit Administrator | Statement of Grievance | Relief Requested | Disposition |
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| 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 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 | Denied at Step 2. The CEA 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 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. | Denied at Step 2. The CEA 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 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. | The Board will recalculate sick leave accrual under the contract provision for impacted employees back to the beginning of the 2023-2024 contract year. |
| 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. |
| CCS Administration | The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CEA Master Agreement and/or Board Policy when CEA bargaining unit members in the Library Media Specialist job title were directed to immediately remove in-circulation copies of "Gender Queer: a Memoir" from school libraries district-wide. The book was deemed "unauthorized" with no formal challenge or review process having taken place. | Grievance shall be made whole in every way, including, but not limited to the following: the directive issued on or about December 11, 2023 shall be rescinded in writing. The board and slant or its agents shall cease and desist from violating, misinterpreting, or misapplying provisions of the master agreement, including but not limited to the "Letter" on page 162, and shall comply with Board Policies po2240, po2520, and po2525. | Filed at step 2 pursuant to article 110.06 of the Master Agreement. |
| CCS Administration | The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when grievant was issued a four (4) day unpaid suspension without just cause and without regard for progressive discipline. | Grievant shall be made whole in every way, including but not limited to the following: Grievant shall be made whole with interest for any/all loss of pay and/or benefits. The Board shall immediately remove all references to the suspension issued on December 21, 2023 from all employee records, other than those required to be retained by law. The Board shall not reference the suspension in any future employment actions. | Filed at Step Two pursuant to Article 404.02(E) of the Master Agreement. |
| Olde Orchard ES Rachel Palmer | The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when the grievant was denied the opportunity the right of bargaining unit members to utilize supplemental materials that are aligned with board approved curriculum (inclusive of curriculum guides and frameworks), and which are appropriate to the levels of ability and maturity of the students, supplemental materials in conjunction with the District approved HMH reading materials. | The grievant shall be made whole in every way, including but not limited to the following; allow the teacher to use supplemental materials as described in 2022-2025 Master Agreement letter, the the Board cease and desist allowing Bargaining Unit members to decide the appropriateness of supplementals and that NO REPRISALS be taken against the grievant for the filing of the grievance. | Awaiting Step 2 Grievance Hearing. |

**Building/Unit
Administrator**

Statement of Grievance

Relief Requested

Disposition