

This grievance report appeared in the *CEA Voice* for Mar. 18, 2024.

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 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in every way, including, but not limited to the following: the directive issued on or about December 11, 2023 shall be rescinded in writing.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.	Step 2 hearing held. Awaiting decision.
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 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.
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 Letter of Direction without just cause and without regard for progressive discipline.	Grievant shall be made whole in every way, including but not limited to the following: The Board shall remove all references to the Letter of Direction written on February 8, 2024 from all employee records, other than those required to be retained by law. The Board shall not reference the Letter of Direction in any future employment actions.	Based on the information presented at the Step 2 grievance hearing, it is the Hearing Officer's position, that while the absence on January 17, 2024, did not constitute a planned absence, the grievant should always have lesson plans on hand, to facilitate instruction in her absence. In addition, to the lack of lesson plans, it is the Hearing Officer's position, that the Principal was in violation of Article 701.06 F (1) when she did not discipline the employee according to this step when her absences were over 7 days for non-FMLA absences. Therefore, the February 8, 2024, Letter of Direction will be reduced to a Summary of Conference. Relief granted as stated above.
CCS Administration	The Columbus City Schools Board of Education and/or its Agents violated, misinterpreted, and/or misapplied negotiated provisions of the 2022-2025 CEA-CCS Master Agreement and the Letter of Agreement dated September 18, 2023 when they failed to pay Building Substitutes who elected one-year limited teaching contracts at the appropriate step on the teacher salary schedule in accordance with the 2022-2025 Master Agreement.	Grievants shall be made whole in every way, including but not limited to the following: Grievants shall immediately be paid in full for wages owed based upon the Master Agreement, including interest at the applicable IRS rate. The Board shall cease and desist from violating provisions of the Master Agreement and the Letter of Agreement dated September 18, 2023.	Filed at Step Two consistent with Article 110.06 of the Master Agreement.
CCS Administration	The CCS Board of Education and/or its agent violated, misinterpreted or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when the grievant was given a written reprimand on February 19, 2024 without just cause and without regard to progressive discipline.	The grievant shall be made whole in every way including but not limited to removing the written reprimand written on February 19, 2024, from all personnel and discipline files. There shall be no reprisals taken against the grievant for the filing of this grievance.	Grievance settlement agreement to rescind written reprimand. The discipline shall be reissued as a letter of direction.
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 Written Reprimand without just cause and without regard for progressive discipline.	Grievant shall be made whole in every way, including but not limited to the following: The Board shall remove all references to the Written Reprimand written on February 26, 2024 from all employee records, other than those required to be retained by law. The Board shall not reference the Written Reprimand in any future employment actions.	Filed at Step 2 pursuant to Article 404.02(E) of the Master Agreement.
Hudson Community Education Center Ed O'Reilly	The Columbus City Schools Board of Education and/or its Agents violated, misinterpreted, and/or misapplied negotiated provisions of the 2022-2025 CEA-CCS Master Agreement when they failed to grant appropriate years of relevant work experience for the purposes of hourly pay.	Grievant shall be made whole in every way, including but not limited to the following: Grievants shall immediately be paid in full for wages owed based upon the Master Agreement, including interest at the applicable IRS rate. The Board shall place grievant at the correct pay rate based on years of relevant work experience and cease and desist from violating provisions of the Master Agreement.	The Board has confirmed in writing that the teacher's experience credit will be granted, inclusive of backpay to date of hire. The grievance has been withdrawn.
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 Written Reprimand without just cause and without regard for progressive discipline.	Grievant shall be made whole in every way, including but not limited to the following: The Board shall remove all references to the Written Reprimand written on February 26, 2024 from an employee records, other than those required to be retained by law. The Board shall not reference the Written Reprimand in any future employment actions.	Based on the information presented at the Step II hearing, there was just cause for issuing the written reprimand on February 26, 2024. Based on the foregoing, there was just cause to issue the written reprimand in this matter and the grievance is, therefore, denied.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the administration denied Melanie Gabriel's eligibility to collect severance upon her retirement.	That the grievant shall be made whole in every way, including, but not limited to the following: that the administration allow Melanie Gabriel the ability to collect her severance upon retirement 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 pending..
West HS Daniel Robertson	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of West HS, Daniel Robertson, failed to provide appropriate administrative support to the grievants in the discipline of their students and failed to process 190s within three work days.	That the grievants shall be made whole in every way, including, but not limited to the following: that principal provide appropriate administrative support to the affected bargaining unit members, process 190s within 72 hours and that NO REPRISALS be taken against the grievants or any other bargaining unit member due to the filing of this grievance.	Step 1 hearing pending.

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
<b>Linden-McKinley STEM 7-12 Ronald Widman</b>	Linden-McKinley Assistant Principal Ronald Widman, acting in his capacity as agent of the Board, failed to provide appropriate administrative support to teachers, including but not limited to modifying 190 referrals and failing to follow the established building discipline plan.	Agents of the Board shall provide appropriate administrative support consistent with applicable provisions of the Master Agreement, including but not limited to responding to 190 referrals consistent with the building discipline plan.	Filed at Step 1.
<b>CCS Administration</b>	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 Letter of Direction without just cause.	Grievant shall be made whole in every way, including but not limited to the following: The Letter of Direction issued on March 12, 2024 shall be withdrawn. The Board shall immediately remove all references to the Letter of Direction from all employee records, other than those required to be retained by law. The Board shall not reference the Letter of Direction in any future employment actions.	Filed at Step 2.