

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

<b>Building/Unit Administrator</b>	<b>Statement of Grievance</b>	<b>Relief Requested</b>	<b>Disposition</b>
<b>Cassady ES Amber Hall</b>	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.
<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 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.	Board of Governors voted to approve moving the issue to arbitration.
<b>CCS Administration</b>	Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provision of the 2022-2025 CEA/CCS Master Agreement when the grievant was issued a Written Reprimand without just cause.	The grievant shall be made whole in every way, including but not limited to the following, the Written Reprimand issued on May 8, 2024, shall be withdrawn. The Board shall immediately remove all references of the Written Reprimand from all employee records, other than those required by law. This Written Reprimand was not based on equal treatment. The member was not insubordinate, unprofessional, nor inappropriate.	Requested to be filed at Step 2.
<b>CCS Administration</b>	The Board and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CEA-CCS Master Agreement when CEA bargaining unit members eligible to receive supplemental hours for IEP paperwork and/or meetings under the applicable contractual provision(s) were not paid for these hours by the 21st pay date of the 2024-2024 school year.	Grievants shall be made whole in every way, including but not limited to the following: All eligible CEA bargaining unit members shall immediately be paid in full for all applicable School Year 2023-2024 IEP paperwork and/or meeting hours under Article 305.03 of the Master Agreement, including interest at the IRS rate.	Resolved at Step 2.
<b>CCS Administration</b>	On or about June 27, 2024, Executive Director of Labor Management and Employee Relations John Dean, acting in his capacity as agent of the Board, violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CEA-CCS Master Agreement when he verbally informed CEA President John Conoglio that the Board would not implement elements of a new program/initiative which was voted on and approved by the joint Reform Panel utilizing the authority explicitly delegated to the Panel by the Master Agreement.	Grievants shall be made whole in every way, including but not limited to: The BOARD shall immediately implement all programs/initiatives approved by the Reform Panel during the 2023-2024 school year. The Board shall cease and desist from violating, misinterpreting, and/or misapplying Articles 102 and 1503 of the Master Agreement, and the MOU - School Transformation Pilot Program.	Advanced to arbitration.
<b>CCS Administration</b>	The Board and/or its agents violated, misinterpreted, and/or misapplied provisions of the Building Substitute Working Agreement when CEA Building Substitutes were reassigned arbitrarily and/or capriciously for the following school year. The Agreement was further violated, misinterpreted, and/or misapplied when written notices of reassignment were not inclusive of the reason for reassignment.	Affected bargaining unit members shall be made whole in every way, including but not limited to the following: All letters of reassignment issued on or about June 25, 2024 shall be immediately rescinded. The Board shall immediately cease and desist violating the Building Substitute Working Agreement, including but not limited to Article 1202.10.	Resolved at Step 2.
<b>CCS Administration</b>	The Board and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CEA-CCS Master Agreement when CEA bargaining unit members in the Adapted Physical Education (APE) Department were not paid for Board authorized supplemental services performed during the 2023-2024 school year.	Grievants shall be made whole in every way, including but not limited to the following: All eligible CEA bargaining unit members shall immediately be paid in full for all applicable School Year 2023-2024 supplemental hours under Article 903 of the Master Agreement, including interest at the IRS rate.	Filed at Step 2.
<b>CCS Administration</b>	The Board and/or its agents violated, misinterpreted, and/or misapplied provisions of the MOU - Working Agreement for Building Substitutes when CEA Building Substitute one year limited contracts were not deemed renewed and affected bargaining unit members were instead issued notices of nonrenewal, after the statutory deadline for nonrenewal of June 1.	Grievants shall be made whole in every way, including but not limited to: The board shall immediately rescind notices of nonrenewal and issue one year limited employment contracts to grievants for the 2024-2025 school year. The Board shall remit to grievants lost wages and actual costs incurred for loss of benefits (inclusive of interest at the IRS rate). The Board shall remit to CEA an amount equal to dues plus interest for all grievants.	Advanced to arbitration.
<b>Ohio Ave. ES Anthony Williams</b>	The CCS/CEA Master Agreement was misapplied, misinterpreted or violated by the principal at Ohio ES, Anthony Williams, when he reassigned an entire class of ES students to a single bargaining unit member instead of dividing them up among the teaching staff.	The grievants shall be made whole in every way, including but not limited to the following: Principal Williams shall immediately follow the proper procedure for classroom reassignment of students from elementary bargaining unit members without a substitute. We also ask that NO REPRISALS be taken against the grievants for the filing of this grievance.	Filed at Step 2.
<b>CCS Administration</b>	During the 2023/2024 School Year, grievant performed BOARD authorized supplemental services for which she has not been compensated, in violation, misinterpretation, and/or misapplication of the 2022-2025 CEA-CCS Master Agreement.	Grievant shall be made whole in every way, including but not limited to the following: Grievant shall immediately be paid in full for all 2023-2024 BOARD-authorized supplemental services performed at the Master Agreement rate, plus interest at the IRS rate. BOARD shall cease and desist from violating, misinterpreting, and/or misapplying provisions of the Master Agreement including but not limited to Article 903.	Filed at Step 1.