

This grievance report appeared in the September 20, 2021, issue of the *CEA Voice*

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
South Mifflin ES Pamela Eberhardt-Horton	South Mifflin ES principal Pamela Eberhardt-Horton, in her capacity as agent of the Board of Education of Columbus City Schools, violated the Columbus Education Association-Columbus City Schools 2019-2022 Master Agreement by authorizing the issuance of a Written Reprimand to grievant without just cause.	The grievant will be made whole in every way, including but not limited to the following: The district shall immediately withdraw the Written Reprimand issued on or about June 15, 2021 from the grievant's personnel and discipline files. Any record of the Written Reprimand issued on or about June 15, 2021 which must be maintained by the district as public record pursuant to state law shall contain a notation stating that the Written Reprimand was withdrawn by the board. The Written Reprimand issued on or about June 15, 2021 or any record thereof shall not be cited as past discipline or referenced in any future employment record or reprimand, warning, or discipline issued to the grievant. There shall be no retaliation against the grievant by any agent of the Board of Education.	Step 1 hearing held. Relief requested denied. Step 2 hearing pending.
CCS Administration	The CEA board agreement was violated, misinterpreted and/or misapplied When supervisor of school counseling Bill Mitchell, acting as an agent of the board of education For Columbus city schools, issued a transfer to CEA member Jimmie Beall From the resource counselor to a building school counselor position effective for the 2021-2022 school year.	The grievant(s) shall be made whole in ever way, including but not limited to the following: Reinstated as a resource counselor for the 2021-2022 school year; Provide supplemental pay hours she was denied prior to and after the announcement of the transfer (Work given to resource counselors). There shall be no reprisal against the agreement by any agent of the board of education for filing this grievance.	Step 2 hearing held. Relief denied. To read the response, see letter below.
Briggs HS Tonya Milligan	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal at Briggs HS, Tonya Milligan, unilaterally implemented a nine period day in violation of the Memorandum of Agreement on the Eight-Period Day in High Schools and Middle Schools without following the Reform Panel approval process.	That the principal revert to an eight period day as specified in the Memorandum of Agreement on the Eight-Period Day in High Schools and Middle Schools and that any future schedule variances follow the Reform Panel approval process. We also ask that NO REPRISALS be taken against the grievant(s) due to the filing of this grievance.	Step 1 hearing held. Relief denied. Step 2 hearing pending.
CCS Administration	As of the filing of this grievance, September 10, 2021, CEA bargaining unit member Amy Price has not received her severance pay consistent with Article 810.01(E) of the Master Agreement. Her final contract day was on or about June 4, 2021.	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: Retired CEA Bargaining Unit Member Amy Price shall be paid severance pay consistent with Article 810 of the Master Agreement, as well as interest at the standard IRS rate beginning the first day after the contractual deadline set by Article 810.01(E).	Step 2 hearing pending.
CCS Administration	On or about 9/13/2021, CEA bargaining unit member Amy Price received confirmation via the ESS system that her Severance Pay, included in her direct deposit for the pay period ending 9/3/2021, has been paid in the incorrect amount in violation, misapplication, or misinterpretation of the Master Agreement.	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: Retired CEA Bargaining Unit Member Amy Price shall be paid severance pay consistent with Article 810 of the Master Agreement, as well as interest at the standard IRS rate beginning the first day after the contractual deadline set by Article 810.01(E).	Step 2 hearing pending.



**LABOR MANAGEMENT
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September 8, 2021

Grievance CE08132021-01

Jimmie Beall

Grievance Response:

After investigating the facts brought forward in this Step II grievance hearing, it is the determination of the Hearing Officer that there was no violation of past practice as a result of the grievant's being assigned to perform the duties of the Regular counselor as opposed to the Resource counselor, particularly since they both fall under the same umbrella. In other words, a counselor is a counselor and counselors are assigned where they are needed and do not go through the 211 process.

Regarding the denial of the grievant's supplemental pay as a Resources Counselor – The grievant did not receive the hours assigned to Resource Counselor because those hours did not align with her job responsibilities. However, all Building Counselors did get additional hours but the grievant did not work all of her allotted hours.

Regarding a violation of Article 105- - The language the supervisor used in ILEAD on why her evaluation was not complete was done in collaboration with Professional Learning and Licensure.

In lieu of the above, the relief requested is denied.

Dianne McLinn
Investigator

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