

This grievance report appeared in the October 3, 2022, issue of the *CEA Voice*.

CCS Administration	The CCS/CEA Master Agreement was misapplied, misinterpreted or violated by the Administration when the Board/Administration directed principals to reassign elementary students present for in-person instruction to other teaching staff despite the bargaining unit members being physically present; and reassigned absent bargaining unit members' entire classes of elementary students to present bargaining unit members 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: The Board 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.	The CEA Board of Governors voted to advance this grievance to arbitration.
South HS 7-12 Christy Nickerson	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of South 7-12, Christy Nickerson, failed to provide appropriate administrative support to the grievants in the discipline of their students.	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 and that NO REPRISALS be taken against the grievants or any other bargaining unit member due to the filing of this grievance.	Step 2 hearing held. Awaiting response.
Marion-Franklin HS Lucas Cech	The CCS Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2019-2022 CEA/CCS Master agreement when the principal of Marion Franklin HS, Mr. Lucas Cech allowed the grievant to be subject to direct, verbal criticism in front of students and repeated and/or extreme verbal abuse, and failed to provide appropriate administrative support with regards to discipline.	The grievant shall be made whole by immediately ceasing direct, verbal criticism in front of students and other staff members; that the extreme and/or repeated verbal abuse (in front of students and other staff members) immediately cease; the grievant be provided the appropriate administrative support with regards to discipline; and that NO REPRISALS be taken against the grievant for the filing of the grievance.	Based on the information presented at the Step 2 grievance hearing which included reviewing a video without audio and the grievant was never in view, there is no evidence that substantiates the grievant's allegation that the Assistant Principal violated Articles 208.01, 404.06, and 404.07 of the Master Agreement between the Board of Education and Columbus Education Association. In lieu of the above, the relief requested is denied.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the CCS 2019-2022 Master Agreement by unilaterally "reclassifying" a CEA bargaining unit Professional Learning and Licensure Teacher on Special Assignment (TOSA) position to a non-bargaining unit administrative Licensure Professional position.	Grievants shall be made whole in every way, including but not limited to the following: Professional Learning and Licensure Teacher on Special Assignment (TOSA) positions will be immediately restored to the CEA bargaining unit. The Board shall remit to CEA full back dues with interest for the duration of "reclassification" of the Bargaining Unit Position.	Arbitration hearing pending.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the CCS 2019-2022 Master Agreement by informing CEA bargaining unit members during a meeting of their intent to unilaterally "reclassify" CEA bargaining unit members in the Project Connect Program to non-bargaining unit Board positions.	Grievants shall be made whole in every way, including but not limited to the following: Project Connect positions will be immediately restored to the CEA bargaining unit. Grievants shall be made whole, with interest for any loss of pay and benefits during position "reclassification." The Board shall remit to CEA full back dues with interest for the duration of "reclassification" of each Project Connect Bargaining Unit Position.	Arbitration hearing pending.
CCS Administration	As of the date of filing of this grievance, June 27, 2022, CEA bargaining unit Members with the job title of "Tutor" as defined by Article 1001, have not received individual contracts for the 2022-2023 School Year.	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: All CEA Bargaining Unit members with the job title of "Tutor" as defined in Article 1001 of the Master Agreement who were employed during the 2020-2021 School Year shall receive one-year individual contracts for the 2022-2023 school year unless an hourly change to the one-year contract is mutually agreed between the Tutor and Board. The Board shall cease and desist from violating Article 1003.01 of the Master Agreement.	Step 2 hearing held. Awaiting decision.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the administration failed to pay bargaining unit members their perfect attendance stipend prior to the first teacher attendance day of the 2022-2023 school year.	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: All CEA Bargaining Unit members who are to be paid the perfect attendance stipend shall receive their stipend prior to the first teacher attendance day of the 2022-2023 school year. For each pay period beyond the first teacher attendance day of the 2022-2023 school year where the perfect attendance bonus remains unpaid, the grievants shall receive six percent interest on the unpaid amount, compounded after every two pay periods.	Step 2 hearing held. Awaiting response.