

This grievance report appeared in the March 20, 2023, *CEA Voice*.

| Building/Unit Administrator | Statement of Grievance | Relief Requested | Disposition |
|------------------------------------|--|---|---|
| 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. |
| CCS Administration | The Columbus City Schools Board of Education and/or it's agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when grievant was issued a suspension without Just Cause. | The grievant shall be made whole in every way, including but not limited to the following: Grievant shall receive back pay with interest for the duration of the unpaid suspension. Board shall remove all references to the discipline from all employee personnel records, other than those records required to be retained by law. The district shall not reference nor utilize the discipline in any future employment actions related to the grievant. | Denied at Step 2. To be placed in abeyance pending outcome of Project Connect arbitration. |
| CCS Administration | The Columbus City Schools Board of Education and/or it's agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when grievant was issued a Letter of Direction without Just Cause and in violation of the Article 404.02 disciplinary procedures. | The grievant shall be made whole in every way, including but not limited to the following: The Board shall immediately remove all references to the letter issued on or about October 6, 2022 from all employee personnel records, other than those records required to be retained by law. The Board shall not reference nor utilize the letter in any future employment actions related to the grievant. | Step 2 Hearing pending. |
| CCS Administration | The Columbus City Schools Board of Education and/or it's agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when grievant was issued a Letter of Direction without Just Cause and in violation of the Article 404.02 disciplinary procedures. | The grievant shall be made whole in every way, including but not limited to the following: The Board shall immediately remove all references to the letter issued on or about October 6, 2022 from all employee personnel records, other than those records required to be retained by law. The Board shall not reference nor utilize the letter in any future employment actions related to the grievant. | Step 2 Hearing pending. |
| Ridgeview MS Natalie James | The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Ridgeview MS, Natalie James, failed and/or refused to adjust the grievant's class load. | That the grievant be made whole in every way, including but not limited to adjusting the grievant's class load for the second semester of the 22-23 school year, 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 held. Decision pending. |
| CCS Administration (a) | The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of CEA-CCS Master Agreement, including but not limited to Article 404, specifically 404.02 when the Columbus City School Administration unfairly issued a one day suspension without pay as a result of a November 17, 2022, predisciplinary meeting violating contractual discipline procedure and without Just Cause. | The Association requests that the grievant be made whole in every way, including but not limited to the following: The Board shall comply with Article 404, specifically 404.02. The issued discipline shall be removed from the member's service/personnel record and awarded any due back pay from the suspension. CEA also asks that NO REPRISALS be taken against the grievant due to the filing of this grievance. | Step 2 Hearing pending. |
| CCS Administration (b) | The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of CEA-CCS Master Agreement, including but not limited to Article 404, specifically 404.02 when the Columbus City School Administration unfairly issued a one day suspension without pay as a result of a November 17, 2022, predisciplinary meeting violating contractual discipline procedure and without Just Cause. | The Association requests that the grievant be made whole in every way, including but not limited to the following: The Board shall comply with Article 404, specifically 404.02. The issued discipline shall be removed from the member's service/personnel record and awarded any due back pay from the suspension. CEA also asks that NO REPRISALS be taken against the grievant due to the filing of this grievance. | Step 2 Hearing pending. |
| East Linden ES Cheryl M. Jones | The Columbus City Schools Board of Education and/or it's agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when the grievant received a Letter of Direction for using supplemental materials in conjunction with the District approved HMH reading materials without Just Cause. | The grievant shall be made whole in every way, including but not limited to the following: The Board shall immediately remove this Letter of Direction of Michelle's file and she should be allowed to use supplemental materials as described in 2022-2025 Master Agreement letter, and that NO REPRISALS be taken against the grievant for the filing of the grievance. | Grievance filed. Awaiting response. |
| CCS Administration Betty Hill | Unified Arts Supervisor Betty Hill, acting in her capacity as agent of the Board, violated, misinterpreted, and/or misapplied provisions of the Master Agreement and binding past practice when she failed to use the District's previously utilized allocation grid document to construct allocations for the 2023-2024 School Year and failed to schedule elementary unified arts class loads on the basis of approximately twenty-five (25) classes per week, resulting in staff reductions of bargaining unit members. | Grievants shall be made whole in every way, including not limited to the following: The Board and it's agents shall cease and desist from violating, misinterpreting, and or the Master Agreement including but not limited to Article 307 and binding past practice. All staff-reduced bargaining unit members shall be reinstated to their prior allocation. 2023-2024 Unified Arts allocations shall be recalculated and resulting vacancies reposted. | Grievance denied at Step 2. |
| Eastmoor Acad. HS Alicia Fowler | The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Eastmoor Academy HS, Alicia Fowler, failed to provide appropriate administrative support to the grievants in the discipline of their students and failed to return all 190 Corrective Measure forms with the corrective action noted within three (3) work days of receiving it. | 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 return all 190 Corrective Measure forms with the corrective action noted within three (3) work days of receiving that NO REPRISALS be taken against the grievants or any other bargaining unit member due to the filing of this grievance. | We acknowledge our oversight of not properly entering all information into the system with the time specified by Agreement. Moving forward, the following has been instituted to correct this unintended error: 1. All new administrators have been trained/retrained by the building principal, as of 3/14/2023, to properly complete all steps of the discipline within 3 business days as dictated by the agreement. 2. The building administrator will monitor discipline records weekly to ensure a response has been given. 3. Building administration will review discipline in its monthly meetings with the faculty representative to address any issues or potential issues. |
| CCS Administration | On or about March 3, 2023, grievant sent a third email to her supervisor inquiring about payment of a properly submitted mileage reimbursement form for the expense period covering January, 2023. To date, the Board has failed to provide reimbursement in violation of Article 907 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 be made whole, with interest at the applicable IRS rate, for all monies owed. Board shall cease and desist from violating the Master Agreement, including but not limited to Article 907. | Step 1 Hearing pending. |