## This grievance report appeared in the CEA Voice for Apr. 24, 2023.

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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 Mas- ter 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. Held in abeyance.
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.	Denied at Step 2.Pending BOG vote to advance to 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.	Denied at Step 2.Pending BOG vote to advance to arbitration.
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 Agree- ment, 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.	Denied at Step 2.Pending BOG vote to advance to arbitration.
CCS Administration (b)	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of CEA-CCS Master Agree- ment, 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.	Denied at Step 2.Pending BOG vote to advance to arbitration.
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 fol- lowing; 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.
Mifflin HS Kimberly Rodriguez	The CEA/Board Agreement was violated, misinterpreted and/ or misapplied when the principal of Mifflin HS, Kimberly Ro- driguez, 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 adminis- trative 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 it and that NO REPRISALS be taken against the grievants or any other bargaining unit member due to the filing of this grievance.	The Principal met with Assistant Principal's to share expectations for completing the 190's in a timely manner. The Principal has reviewed the CCS Guide to student conduct with Assistant Principals. The Principal has reviewed progressive discipline options with Assistant Principals. The Principal has reviewed re- storative practices with Assistant Principals. The Principal is now reminding Assistant Principals daily to complete 190 processing and is reviewing the cue daily. The Principal will set up a bi- weekly meeting with the faculty representatives to review any discipline issues. Principal has begun monitoring the behavior cue daily to make sure all referrals have been addressed in a timely manner.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/ or misapplied when the district failed to pay bargaining unit members their contractual salary in equal checks consistent with the CEA/CCS Master Agreement. The Board and/or it's agents unilaterally modified bargaining unit member checks without any notification to the bargaining unit member or CEA. The Board failed to utilize the joint committee to resolve payroll issues consistent with the CEA/CCS Master Agreement.	That the grievants shall be made whole in every way, including, but not limited to the following: • The district will communicate the salary error to each member, indicating the actual rate of pay, the total amount over paid and the total amount of payment owed to the district. • The district shall utilize the joint payroll committee to discuss the issue and possible repayment solutions for each of the impacted bargaining unit members consistent with the CEA/CCS Master Agreement. • The Board shall cease and desist from violating, misinterpreting or misapplying the CEA/CCS Master Agreement, including, but not limited to Article 109.03(1)(20) and 901.10 of the CEA/Board Agreement. • NO REPRISALS be taken against the grievants or any other bargaining unit member due to the filing of this grievance.	Based on the information present- ed at the Step 2 grievance hearing, it is the Hearing Officer position that there was no contract viola- tion of Article 109.03 which states: "The joint Association/Board Payroll Committee that includes the Treasurer or designee will meet as often as necessary to review and correct procedures with regard to the bi-weekly payroll system. The parties are committed to arriving at solutions, short of grievance pro- cess, to any unanticipated problems that may arise from implemen- tation of the bi-weekly payroll." Furthermore, there is no violation of Article 901.10 which states: "The annual contract salary for members of the bargaining unit on teachers' payroll plan A or teachers' payroll plan B shall be divided into twenty-one (21) equal checks for teachers' on payroll plan B and such members shall have the option of receiving their checks on plan A or plan B. The confidentiality of indi- vidual checks shall be maintained through the use of pay envelopes or other procedures mutually agreed upon by the parties." Since neither of these sections are applicable in this grievance, the relief requested is denied.
Vulnerable Youth Division Supervisor Felisha Lyons	Vulnerable Youth Division Supervisor Felisha Lyons, acting in her capacity as agent of the BOARD, directed grievant via email to share her Microsoft Outlook calendar with Supervisors, in violation, misinterpretation, and/or misapplication of the "Memo- randum of Understanding Project Connect Arbitration" between the BOARD and the Columbus Education Association and/or the Master Agreement.	Grievant shall be made whole in every way, including but not limited to the following: The BOARD shall retract the directive to bargaining unit members to share their Microsoft Outlook calendars. The BOARD shall remove from grievant's personnel file any discipline related to the directive. The BOARD shall cease and desist from violating, misinterpreting, and/ or misapplying the Memorandum of Understanding Project Connect Arbitration.	Grievance filed at Step 1. Awaiting hearing.