

This grievance report appeared in the *CEA Voice* for May 30, 2023.

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 its 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.	Arbitration requested, pending arbitrator selection and hearing dates.
CCS Administration	The Columbus City Schools Board of Education and/or its 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.	Arbitration requested, pending arbitrator selection and hearing dates.
CCS Administration	The Columbus City Schools Board of Education and/or its 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.	Arbitration requested, pending arbitrator selection and hearing dates.
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.	Arbitration requested, pending arbitrator selection and hearing dates.
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.	Arbitration requested, pending arbitrator selection and hearing dates.
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.	Arbitration requested, pending arbitrator selection and hearing dates.
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 "Memorandum 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.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when grievance 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 of direction issued on May 1, 2023 from all employee records, other than those required to be retained by law. The Board shall not reference nor utilize the letter in any future employment actions. No reprisals be taken against the grievant due to the filing of this grievance.	Based on the information presented at the Step 2 Hearing, it is the Hearing Officer's position that there was Just Cause for the issuance of the Letter of Direction here. As a threshold matter, there was Fair Notice provided to Mr. Carey as he was directed (more than once) prior to the January 10, 2023 occurrence, that he was not to roam or walk around school buildings or to have other direct contact with students as it was outside the scope of his job as a PBIS Coordinator (which is adult-to-adult instruction). Additionally, there are no Mitigating Circumstances that require removal of the Letter of Direction. Although there may have been a change in leadership that was accompanied by changes in employee roles, there are no facts here that demonstrate a change in Mr. Carey's role such that he is now required (or permitted) to interact directly with students. To the contrary, he was directed not to do so. Based on the foregoing, there was no violation of 404.02 of the Master Agreement between CENBOE and there was Just Cause for issuance of the Letter of Direction. As such, the relief requested is denied.