

This grievance report appeared in the November 28, 2022, *CEA Voice*.

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
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.
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 held Nov. 9, 2022. Awaiting Arbitrator's decision.
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 held Nov. 7, 2022. Awaiting Arbitrator's decision.
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.
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 written reprimand without Just Cause.	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 written reprimand issued on or about September 16, 2022 from all employee personnel records, other than those records required to be retained by law. The district shall not reference nor utilize the written reprimand in any future employment actions related to the grievant.	Step 2 Hearing Held, District Response Pending.
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.	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 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.	Step 1 Grievance pending.
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.	Denied at Step 2.
East Columbus ES Jamie Spreen	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of East Columbus ES, Jamie Spreen, 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 1 Grievance pending.
Parsons ES Shannon Clemens	Parsons ES Principal Shannon Clemens, in her capacity as agent of the Board of Education of Columbus City Schools, violated the Columbus Education Association-Columbus City Schools 2022-2025 Master Agreement by authorizing the issuance of a Letter of Direction on November 4, 2022.	The grievant will be made whole in every way, including but not limited to the following: The district shall immediately withdraw the Letter of Direction (LOD) issued on or about November 4, 2022 from the grievant's personnel and discipline files. Any record of the LOD issued on or about November 4, 2022 which must be maintained by the district as public record pursuant to state law shall contain a notation stating that the LOD was withdrawn by the board. The LOD issued on or about November 4, 2022 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. Awaiting response.