

**This grievance report appeared in the December 12, 2022, *CEA Voice*.**

<b>Building/Unit Administrator</b>	<b>Statement of Grievance</b>	<b>Relief Requested</b>	<b>Disposition</b>
<b>CCS Administration</b>	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.	Grievance withdrawn pursuant to ratification of the 2022-2025 CEA Master Agreement.
<b>South HS 7-12 Christy Nickerson</b>	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.
<b>CCS Administration</b>	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.
<b>CCS Administration</b>	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.
<b>CCS Administration</b>	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.
<b>CCS Administration</b>	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. To be placed in abeyance pending outcome of Project Connect arbitration.
<b>Ridgeview MS Natalie James</b>	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.
<b>East Columbus ES Jamie Spreen</b>	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.
<b>Parsons ES Shannon Clemens</b>	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.
<b>CCS Administration Dr. Luther Johnson, Jr.</b>	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when Region 6 Superintendent Dr. Luther Johnson, Jr. subjected the grievant to direct, verbal criticism in front of the grievant's entire class.	That the grievant be made whole in every way, including, but not limited to: That the administrator apologize in writing to the grievant, that the administrator does not subject the grievant to direct verbal criticism in the future; that the administration work with the administrator to control such behavior in the future, and that NO REPRISALS be taken against the grievant or any other bargaining unit member due to the filing of this grievance.	Step 1 Grievance pending.
<b>CCS Administration (a)</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.	Grievance filed at Step 2. District is holding in abeyance.
<b>CCS Administration (b)</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.	Grievance filed at Step 2. District is holding in abeyance.