

This grievance report appeared in the January 2, 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 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	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.	Denied at Step 2. To be placed in abeyance pending outcome of Project Connect 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.
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.
CCS Administration Dr. Luther Johnson, Jr.	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.	While the Administrator's comment on November 18, 2022, that the students work assignment was "unacceptable" was not directed at the Grievant but her Principal the students overheard the comment and remarked about it to the Grievant once the Administrators were no longer in the classroom. According to the language as outlined in the Master Agreement between Columbus City Schools/CEA, Article 404.06 states: "In general, direct, verbal criticism of a teacher by an administrator in front of students or parents tends to reduce the teacher's effectiveness in maintaining an orderly teaching environment. As a result, the parties agree that this practice should be avoided where reasonably practical. Agreement to avoid such criticism where reasonably practical is in no way intended to limit the right of the administrator to give direction to members of the teaching staff. In the event a teacher believes that such criticism has occurred, the teacher may request a conference with the administrator to discuss the incident. Following such a conference, in the event the teacher believes that such criticism has again occurred, the teacher may request a conference with the administrator and a representative of the Superintendent. In either conference, the teacher may be accompanied and represented by a representative of the Association, and the administrator may be accompanied by a Board representative if the teacher elects representation." It is the Hearing Officer's position, that the Administrator was in violation of Article 404.06 when he made a comment about the appropriateness of a work assignment the grievant gave her students to her Principal while her students were in the classroom. Moving forward the Administrator is to exercised discretion if he needs to make verbal criticism of a teacher, particularly within proximity of his/her students. Relief granted as stated above.
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.	Grievance filed at Step 2. District is holding in abeyance.
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.	Grievance filed at Step 2. District is holding in abeyance.