

This grievance report appeared in the *CEA Voice* for Apr. 3, 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 it's 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. 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.	Step 2 Hearing held. Decision pending.
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.	Step 2 Hearing held. Decision pending.
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 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.	Step 2 Hearing held. Decision pending.
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.	Step 2 Hearing held. Decision pending.
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 following: 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.
CCS Administration Betty Hill	Unified Arts Supervisor Betty Hill, acting in her capacity as agent of the Board, violated, misinterpreted, and/or misapplied provisions of the Master Agreement and binding past practice when she failed to use the District's previously utilized allocation grid document to construct allocations for the 2023-2024 School Year and failed to schedule elementary unified arts class loads on the basis of approximately twenty-five (25) classes per week, resulting in staff reductions of bargaining unit members.	Grievants shall be made whole in every way, including not limited to the following: The Board and it's agents shall cease and desist from violating, misinterpreting, and or the Master Agreement including but not limited to Article 307 and binding past practice. All staff-reduced bargaining unit members shall be reinstated to their prior allocation. 2023-2024 Unified Arts allocations shall be recalculated and resulting vacancies reposted.	Grievance denied at Step 2.
CCS Administration	On or about March 3, 2023, grievant sent a third email to her supervisor inquiring about payment of a properly submitted mileage reimbursement form for the expense period covering January, 2023. To date, the Board has failed to provide reimbursement in violation of Article 907 of the 2022-2025 CEA-CCS Master Agreement.	Grievant shall be made whole in every way, including but not limited to the following: Grievant shall be made whole, with interest at the applicable IRS rate, for all monies owed. Board shall cease and desist from violating the Master Agreement, including but not limited to Article 907.	Resolved at Step 1.
Como ES Leania Alli	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal at Como, Leania Alli subjected the grievant to direct, verbal criticism in front of students.	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 Hearing held. Awaiting response.
Mifflin HS Kimberly Rodriguez	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Mifflin HS, Kimberly Rodriguez, 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 administrative 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.	Step 1 Hearing held. Awaiting response.
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(I)(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.	Filed at Step 2 pursuant to Article 110.06 of the CEA/CCS Master Agreement.