

This grievance report appeared in the December 13, 2021, issue of the *CEA Voice*

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
Whetstone HS Janet Routzong	Principal Janet Routzong and/or other Administrators at Whetstone High School acting in their capacity as agents of the BOARD violated, misinterpreted, and/or misapplied negotiated provisions of the 2019-2022 CEA-CCS Master Agreement by cutting student lunch by half a period (Article 204.03 of the Master Agreement), informing students that they can take unfinished food to their first class following the shortened lunch period (Article 601.04), and creating a ninth academic period at the end of the day utilizing the other half of the shortened lunch period (incorporated memorandum entitled "Memorandum of Agreement - Eight-Period Day in High Schools").	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: The BOARD shall cease and desist from violating, misinterpreting, and/or misapplying the Master Agreement in regards to bargaining unit member and student schedules, specifically Articles 204.03, 601.04, and the incorporated memorandum entitled "Memorandum of Agreement - Eight-Period Day in High Schools", and shall immediately reinstate a daily schedule in compliance with such provisions.	Step 2 hearing held. Requested relief denied. Pending vote of the Board of Governors to send to arbitration.
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.
CCS Administration	On or about October 5, 2021 and ongoing, the Board of Education of Columbus City Schools and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2019-2022 CEA-CCS Master Agreement and or the Memorandum of Understanding - Blend Ed 2021-2022 by entering into a Memorandum of Understanding for Pre-K instructional services with Waterford Institute	CEA bargaining unit members shall be made whole in every way, including but not limited to: the Board of Education shall immediately terminate the Waterford Memorandum with notice as provided for by the MOU. The Board of Education shall remit to CEA the full amount of back dues with interest for each position covered by the Master Agreement but held by a Waterford Employee for the duration of the Waterford MOU.	Step 2 hearing held. At the time this edition of the Voice went to print, CEA was awaiting the Administration's response.
Beechcroft HS Dr. Samuel Johnson	Beechcroft principal Dr. Samuel Johnson, in his capacity as agent of the Board of Education of Columbus City Schools, violated the Columbus Education Association-Columbus City Schools 2019-2022 Master Agreement by authorizing the issuance of a Summary of Conference to grievant without just cause.	The grievant will be made whole in every way, including but not limited to the following; The district shall immediately withdraw the Summary of Conference issued on or about October 19, 2021 from the grievant's personnel and discipline files. Any record of the Summary of Conference issued on or about October 19, 2021 which must be maintained by the district as public record pursuant to state law shall contain a notation stating that the Summary of Conference was withdrawn by the board. The Summary of Conference issued on or about October 19, 2021 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. Requested relief denied. Step 2 hearing pending.
Cranbrook ES Stan Embry	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Cranbrook ES, Stan Embry, failed to provide appropriate administrative support to the grievants in the discipline of their students by failing to return or process any submitted discipline referrals since August 26, 2021.	That the grievants shall be made whole in every way, including, but not limited to the following: that the principal provide appropriate administrative support to the affected bargaining unit members in the discipline of their students, process and return all previously submitted discipline referrals and process and return all future discipline referrals within 72 hours 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 pending.
CCS Administration	The Columbus City Schools Board of Education and/or its Agents violated, misinterpreted, and/or misapplied negotiated provisions of the 2019-2022 CEA-CCS Master Agreement including but not limited to Article 904 when they failed to pay CEA bargaining unit members for supplemental IEP Review work performed during the 2020-2021 School Year.	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: The BOARD shall cease and desist from violating, misinterpreting, and/or misapplying the Master Agreement Article 904 and shall compensate the affected bargaining unit employees for all hours worked at the contractually established rate, including interest at the IRS rate from the date of timesheet submission.	Step 2 hearing pending.