

This grievance report appeared in the January 10, 2022, 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.	The CEA Board of Governors voted to advance this grievance to arbitration.
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.	The Grievance us [sic] granted. Management will take the following steps: 1. The building administrator will expeditiously respond to the backlog of the discipline referrals from August 26, 2021 to date. 2. All future discipline referrals will be handled in accordance with Article 208.12 of the Master Agreement.
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 deadline extended due to possible resolution.
Salem ES Nikki Myers	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when Salem ES Principal, Nikki Myers, acting as an agent of the Board of Education for Columbus City Schools created and directed employees to follow a duty schedule that is inequitable to the CEA bargaining unit members assigned to the building.	The grievants shall be made whole in every way, including but not limited to the following: The administrator will create and equitable duty schedule for CEA bargaining unit members assigned to Salem ES. There shall be no reprisals against the grievants by any agent of the Board of Education for the filing of this grievance.	Step 1 hearing pending.
Hamilton STEM K-6 Dr. Chris Brady	The CEA/Board Agreement was violated, misinterpreted and/or misapplied, when the principal of Hamilton STEM ES, Dr. Christopher Brady allowed the grievant to be subject to direct, verbal criticism in front of students and repeated and/or extreme verbal abuse, failed to provide appropriate administrative support with regards to discipline, failed to ensure the grievant's average of 45 minutes a day of unassigned planning/preparation time, subjected the grievant to an inequitable duty schedule compared to other CEA Bargaining unit members at Hamilton ES and required the grievant to engage in the work of another bargaining unit in the delivery of breakfast and lunch to students.	That the grievant shall be made whole in every way, including but not limited to the following: The grievant's schedule be adjusted to include a five minute passing time between all classes; that the grievant's duty time be equalized with other CEA bargaining unit members assigned to the building; that the direct, verbal criticism in front of students immediately cease; that the extreme and/or repeated verbal abuse immediately cease; that the grievant be provided the appropriate administrative support with regards to discipline; that the grievant be provided her average of 45 minutes a day of unassigned planning/preparation time and that the administration cease and desist from requiring the grievant to do the work of another bargaining unit, and that NO REPRISALS be taken against the grievant for the filing of the grievance.	Met with Tai Hayden from CEA, Ms. Spitzer (Teacher) and Ms. Pettigrew (AP). All concerns were discussed and addressed. A plan was developed to have regular meetings with Ms. Spitzer (1st one scheduled for 1/5/22 at (9:15). Ms. Hayden planning to address concerns raised with Ms. Spitzer's PAR teacher. No violation of contract.
CCS Administration	The Columbus City School Board of Education and/or its agents violated binding past practice when bargaining unit members were directed to report to Valley Forge Elementary while the Building was closed to students due to a broken heating system during excessively cold temperatures.	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 past practice regarding bargaining unit members reporting to buildings closed to students.	Filed at Step 2 Pursuant to CEA-CCS 2019-2022 Master Agreement Article 110.06.