

This grievance report appeared in the January 24, 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.	The CEA Board of Governors voted to advance this grievance 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.
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 filling of this grievance.	Requested relief denied. There is no violation of the CEA Master Agreement. An equity model of providing the necessary student supports to maintain a safe learning place is used to determine necessary teacher duties and is updated on a quarterly basis. Duties at Salem are assigned based on the following criteria in the following order: *Providing positive supports needed for school-wide student safety *Student needs *School Master Schedule *IA availability, teacher availability [sic], job description [sic] /position unique skill/ability of staff. Principal is in the process of developing the 3rd quarter recess duty schedule [sic] and general ed. teachers weekly duties will average of 120 min a week due to staffing shortages and absences and MD Teachers Duties will be 40 min a week because we are fully staffed with MD IA's.
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.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2019-2022 CEA/CCS Master Agreement when grievant was issued a written reprimand without Just Cause.	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 written reprimand issued on or about January 11, 2022 from all employee personnel records, other than those records required to be retained by law. The district shall not reference nor utilize the written reprimand in any future employment actions related to the grievant.	Step 1 hearing pending.