

## Sick Leave: Follow the Rules

Sick leave is available for you when you or a family member becomes ill. It is important to know how sick leave works so that you do not put yourself at risk for disciplinary action or termination. Follow the rules as outlined in Article 701 of our contract. CEA will represent you if your sick leave has been questioned. In cases where abuse or misuse is substantiated, members will be subject to discipline, up to and including termination. Here are the rule highlights:

- Full-time bargaining unit members earn 15 days of sick leave per year, accruing them at the rate of 1.5 days each month from September through June.
- New employees are allowed to go “into the hole” up to five sick days.
- Sick leave is for personal illness, absence due to illness in the immediate family or for death in the immediate family. See the contract for the parameters.
- If you are absent for one full school day or more, you must report your absence to the Substitute Employee Management System at least 1.5 hours before your scheduled start time and notify your administrator. CEA recommends utilizing CCS email to notify your supervisor of your absence instead of text messages or a messaging app.
- Absences longer than 10 continuous school days require an “Application for Leave” submitted on the tenth day. Before you return, you must have a doctor’s statement and district pre-approval.
- Absences of more than three consecutive school days to care for a family member also require a doctor’s statement.
- If you believe your absence will be longer than three consecutive school days or you have been absent from school for three consecutive school days you must notify your administrator in writing of the estimated duration of the need for sick leave.

Columbus  
Education  
Association

cea

Master  
Agreement  
2022-2025

request medical documentation substantiating your sick leave usage.

- 2) Your supervisor could contact Human Resources to request that a central office administrator obtain written certification from your physician to justify your use of sick leave. If your supervisor makes such a request, any supporting documentation that you provide would be sent to that central office administrator, not your supervisor. Your supervisor would not know the reason for your sick leave usage, simply whether or not it was justified.

The following absences cannot be questioned or suspected of sick leave abuse: District-approved leaves of absence (leaves longer than ten days), FMLA (whether continuous or intermittent) and personal leave. If you believe these tools are being utilized in an arbitrary, capricious or harassing manner, this could subject your administrator to the grievance process. Your sick leave was negotiated for you in good faith so that it is there for you when you need it. Let’s live up to our end of the deal and follow the rules.

## Personal Leave

In the 1980s, CEA was able to negotiate language out of the contract that prohibited members from using personal leave for things such as: recreational purposes, moving from one home to another, purchasing an automobile or major electrical appliance, accompanying a husband or wife on a business trip, extending sick leave or attending a fraternal function. In exchange for removing those restrictions and allowing unlimited accrual of sick leave, we went from being credited three days per year to two.

Once again, this past spring at the Bargaining Table, the Board put forth a proposal that would have put severe limits on members’ ability to use Personal Leave. Under the Board’s proposal, any member who wished to utilize their accrued personal leave would have to make a written request to their supervisor at least two school days in advance for only one or two day increments. If something happened and a member requested personal leave less than two school days before the day of usage, the member would have to provide proof of an emergency. Additionally, the Board’s proposal would allow the Superintendent or their supervisor in a department or work location to deny members’ personal leave requests if, in their judgment it would jeopardize the safe or efficient operation of the district or the continuity of instruction for students.

Your Union negotiated, and the Board agreed to require members to notify their principal or supervisor in writing at least five school days in advance of their intention to take personal leave except in unusual or unforeseen circumstances. Additionally, the new contract contains language allowing members to sell up to two personal days each year in the spring for 85 percent of the BA Minimum Salary.

For the past ten years, the Board has gone to the bargaining table seeking to limit the number of personal days our members take each year, when they take them and why they take them, and your Union has successfully fought back their efforts each and every time. Let’s make sure we follow the rules of personal leave.

## Sick Leave Abuse

If your supervisor believes you are abusing sick leave, they have tools available for them, negotiated in the *Master Agreement* to curb sick leave abuse. You may be suspected of abusing sick leave when:

- a. There is a pattern of use such as workdays before or after a holiday or vacation period, on Mondays or Fridays, or a certain time of year; or
- b. There is reasonable suspicion of sick leave abuse; or
- c. The teacher has been absent using sick leave for three consecutive workdays; or
- d. The teacher has been absent using sick leave for more than 7 days total during the same school year; or
- e. The teacher is on an extended absence and the Superintendent has reasonable grounds to question the continued absence, once every 30 calendar days.

Your supervisor may take one of the following two actions if they suspect you are abusing sick leave:

- 1) Your supervisor could request a conference with you. The conference must take place within two school days of your Supervisor’s request and you are required to be represented by either your Senior Faculty Representative at that building or Association designee. In such a meeting, your supervisor cannot ask the reasons for your absence or

## Grants for New Teachers

The Delta Kappa Gamma Society International promotes professional and personal growth of women educators and excellence in education. Each year, Gamma Chapter, one of the local chapters in the central Ohio area, provides grants to new teachers

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**The CEA Master Agreement is set to expire in fewer than 1,003 days.**

# Grievance Update

Your Association works hard to protect your rights and maintain the integrity of the negotiated contract. While we advise bargaining unit members to work out problems at the building level first, we know this isn't always possible. We regularly inform you of the grievances on which CEA is working. To review the text of each grievance in its entirety, go to <https://bit.ly/3V8ZYWF>.

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
CCS Administration	The CCS/CEA Master Agreement was misapplied, misinterpreted or violated by the Administration when the Board/Administration directed principals to reassign...	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...	The CEA Board of Governors voted to advance this grievance to arbitration.
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...	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 ...	Step 2 hearing held. Awaiting response.
CCS Administration	The Columbus City Schools Board of Education and/or it's agents violated, misinterpreted, and/or misapplied provisions of the CCS 2019-2022 Master Agreement by uni...	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...	Arbitration hearing held Nov. 9, 2022. Awaiting Arbitrator's decision.
CCS Administration	The Columbus City Schools Board of Education and/or it's agents violated, misinterpreted, and/or misapplied provisions of the CCS 2019-2022 Master Agreement by...	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...	Arbitration hearing held Nov. 7, 2022. Awaiting Arbitrator's decision.
CCS Administration	As of the date of filing of this grievance, June 27, 2022, CEA bargaining unit Members with the job title of "Tutor" as defined by Article 1001, have not received individual contracts...	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: All CEA Bargaining Unit members with the job title of "Tutor" as defined in Article 1001 of the Master Agreement who were em...	Step 2 hearing held. Awaiting decision.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the administration failed to pay bargaining unit members their perfect attendance stipend...	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: All CEA Bargaining Unit members who are to be paid the perfect attendance stipend shall receive their stipend prior to the first teach...	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...	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 September 16, 2022 from all employee personnel...	Step 2 Hearing Held, District Response 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 Agree...	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...	Denied at Step 2. To be placed in abeyance pending outcome of Project Connect...
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 Agree...	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...	Step 1 hearing 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 Agree...	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...	Denied at Step 2.
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...	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...	Step 1 hearing 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...	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...	Step 1 Grievance pending.
Parsons ES Shannon Clemens	Parsons ES Principal Shannon Clemens, in her capacity as agent of the Board of Education of Columbus City Schools, violated the Columbus Education Association...	The grievant will be made whole in every way, including but not limited to the following: The district shall immediately withdraw the Letter of Direction (LOD) issued on or about November 4, 2022 from the grievant's personnel...	Step 1 hearing held. Awaiting response.

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to buy materials and supplies for their classrooms. These grants are given in the form of gift certificates to the recipients. Interested teachers should go to <https://bit.ly/dsgfirstyear22> to download the application. Grant applications can be emailed to **Emeri Ferguson**, Grant-in-Aid Chairperson at [eschwartfigure@gmail.com](mailto:eschwartfigure@gmail.com) or sent via USPS to 3650 Reed Rd., Columbus, OH 43220. Completed grant applications **must be received by Dec. 16, 2022**. Grant recipients will be notified by Jan. 20, 2023.

## Textbook Selection Committee Nominations

Our *Master Agreement* provides CEA members input into vital classroom decisions. Section 504.01 details the agreed-upon framework for one of these, textbook selection. When it is time to review textbooks in a particular subject area, teachers from those subjects participate. The District will be selecting the following resources for High School Social Studies:

- African-American Studies
- Psychology/Sociology

*Note: Each grouping above represents a separate textbook committee.*

Bargaining unit members may only serve on one committee due to the RFQ process. Here's how the process works:

- CCS posts a notice asking for textbook-adoption committee participants.
- Only teachers from each pertinent subject area and grade level at schools involved elect the nominees.
- Each of the building nominee elections is conducted by its principal and Association Building Council (ABC).
- Nominations should be emailed to CEA President John Coneglio ([coneglioj@ceaohio.org](mailto:coneglioj@ceaohio.org)) and copied to Brian Morton ([bmorton6466@columbus.k12.oh.us](mailto:bmorton6466@columbus.k12.oh.us)) no later than Friday, Dec. 2, 4:30 p.m.
- Nominations should be on school letterhead signed by both the building Principal and Senior Faculty Representative.
- Nominees go to a joint Association and Board committee for a final vote.

## PAR/CEU Classes

The Peer Assistance and Review (PAR) program facilitates professional development sessions throughout the school year which are open to all CCS educators. Session topics are relevant to today's educators and are aligned with areas of the OTES, OSCES, and LSP rubrics. Session descriptions can be found in the CCS PD System (PDS) #44991. Call the PAR Office at (614) 365-5110 for more information. Upcoming sessions include:

Dec. 6: **Classroom Management: Troubleshooting**  
(3:30–5:30 p.m. or 4:30–6:30 p.m.)

**NEW: Teacher/Educator Learning Community (TELC)**

In partnership with the New Teacher Center, teachers/educators new to CCS this year have the opportunity to participate in this series. See your PAR CT for more information.

Dec. 13: **Five Lenses for Knowing Students**  
(3:30–5:30 p.m. or 4:30–6:30 p.m.)

## Special Notes

- Make a Donation to the Catastrophic Sick Leave Bank:**  
The following member have been approved for Catastrophic Leave and is in need of donated days: **Kim Ogilbee, Starling K-8**. To donate, enter your name at the top of the CCS *Report of Employee Absence* form. In the *Comments* section, write the words, **Catastrophic Sick Leave Donation**. Be sure that you *and* your principal or supervisor sign the form. Indicate on the form to whom you are donating the sick days.
- OEA Educator Appreciation Night • Saturday, Feb. 11: Cleveland Cavaliers vs Chicago Bulls.** Educators will be entered to win giveaways and participate in fan experiences. The National Teacher of the year will be recognized during game. There will be an in-game announcement for all educators in attendance. Look for educator discounted tickets for other games such as: Nov. 18, Dec. 16, Mar. 17, and Mar. 31. Questions, contact **Thyran Nowden** at (216) 219-3433 or [tnowden@cavs.com](mailto:tnowden@cavs.com). Go to <https://cavaliers.group/oea> to purchase tickets.