

Join STRS Board Member and OEA-Endorsed Candidate Arthur Lard for an important discussion about the State Teachers Retirement System and the upcoming STRS Board Election. Arthur is seeking a second term this Spring.



Arthur Lard

**Apr. 5, 2023
5-6 p.m.**

<https://bit.ly/ceaSTRS23>



This is a CEA member-only event. Please register using the email address CEA has on file for you.

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

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:

- 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*
- There is reasonable suspicion of sick leave abuse; *or*
- The teacher has been absent using sick leave for three consecutive workdays; *or*
- The teacher has been absent using sick leave for more than 7 days total during the same school year; *or*
- 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 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

Continued on Page 2

The CEA Master Agreement is set to expire in fewer than 877 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 view the text of each grievance in its entirety, go to <https://bit.ly/3G3gzpF>.

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...	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...	Step 2 Hearing held. Awaiting response.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when...	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...	Denied at Step 2. Held in abeyance.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when griev...	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...	Step 2 Hearing held. Decision pending.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when griev...	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...	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...	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...	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...	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...	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...	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...	Step 2 Hearing held. Decision pending.
East Linden ES Cheryl M. Jones	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when the...	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-...	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...	Grievants shall be made whole in every way, including not limited to the following: The Board and its agents shall cease and desist from violating, misinterpreting, and or the Master Agreement including but not limited to Article 307...	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...	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...	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...	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...	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...	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 Correc...	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...	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...	Filed at Step 2 pursuant to Article 110.06 of the CEA/CCS Master Agreement.

Continued from Page 1

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.

Teachers' Dream Grant

This will provide individual grants ranging from \$500-\$5,000 to Columbus City School teachers to assist in improving teaching and learning in CCS. This is an opportunity for teachers to purchase resources to increase student achievement, improve social climate, and/or promote social justice. This is a district-sponsored grant. Applicants won't need to submit a Grant Endorsement Form to apply but will need their administrator's approval.

A CCS email account is required to submit online. Go to <http://www.columbus.k12.oh.us/dreamgrant> to submit your application, and enter your ILead login name and password. The application deadline is Apr. 21, 2023, 4 p.m.

PAR/CEU Classes

The Peer Assistance and Review (PAR) program facilitates professional development sessions which are open to all CCS educators. 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:

Apr. 4	School and Community Resources Fair (on Zoom)
Apr. 19	Crowdfunding Your Classroom with Donors Choose (4:30-6:30 p.m. at Winterset ES)
Apr. 25	Cultivating Partnerships with Families (4:30-6:30 p.m. at Hudson)
May 9	End the Year on a High Note (4:30-6:30 p.m. at Hudson)

Special Notes

Transplant Needed: Benita Smith, PAR Consultant, is in need of a kidney donation from a living donor. Anyone interested in being tested for a possible match can find out how to become a donor at <https://bit.ly/3GAGtR8>.

Make a donation to the Catastrophic Sick Leave Bank. The following members have been approved for Catastrophic Leave and are in need of donated days: **Michelle Capetta**, Columbus City Prep. School for Girls; **Elizabeth Smith**, Beechcroft HS; **Jimmie Beall**, Lincoln Park ES; **Todd Clayborn**, Fairwood ES; **Brenda Crumley-Gorman**, Cassady ES; **Jaime Martin**, Yorktown MS; **Vincent Tubuo**, Columbus North Int'l HS; and **Kristina Gloriosa**, Nurse at Burroughs ES. To donate, enter your name at the top of the **CCS Report of Employee Absence form**. In the "Other" section, select "**SL Donation**." Just below that, indicate the members' name.

CEA is holding the **47th Annual Awards & Retirement Banquet on Friday, May 19**. It will be held at the Hilton Columbus at Easton. If you are retiring this year, make sure to watch the Voice for timelines so you can attend. As a retiree, your evening will be provided at no charge. Guests will be charged a nominal fee.

The **CEA office will continue collecting new books for Pre-K students**. The Amazon Wishlist will be active until the end of the school year. Go to <https://bit.ly/CEABD2023>. Drop off any remaining books at CEA or contact Teri Mullins at (614) 253-4731.

Members of CEA: If you are not receiving electronic communications from us, email Bob Hern at hernb@ceaohio.org with your name and non-CCS email address.

PBIS Friday Live! Every Friday the District PBIS Coordinators present 15 minutes of **SEL Connections and PBIS Quick Tips**. This is a great opportunity to connect with other staff, practice self-care, and start your Friday in a positive and calm way. All staff are welcome. Join us on **Fridays from 8-8:15 a.m.** Contact Jacquie Pencek, District PBIS Coordinator, at jpencek9864@columbus.k12.oh.us with questions. Go to <https://bit.ly/3Wijqk2> to participate.