

ARTICLE 6 — GRIEVANCE PROCEDURE / ARBITRATION

6.3 Grievance Procedural Steps. An employee should first make every effort to settle differences and disputes informally without filing a grievance. In the event that an agreement cannot be reached, grievance shall be processed in the following manner:

Step 1. Within ~~ten (10)~~fifteen (15) calendar days after either an employee or the Union has knowledge of the incident which is the subject of the grievance, the employee involved (or the Union, as provided in 6.2 above) will reduce his/her supervisor or administrator. (In order to preserve his/her Civil Service appeal rights, a grievant must also complete and submit an appeal form and a copy of the grievance to ~~the Board's Civil Service Office~~Labor Management and Employee Relations within ~~ten (10)~~fifteen (15) calendar days of such occurrence. The appeal will be held until the appropriate step within the grievance process. Upon notification to ~~the Board's Civil Service~~Labor Management and Employee Relations Office by the employee or the Union that Step 3 has been reached, the appeal will be activated.) Within ~~five-ten (105)~~ work days after the grievance is submitted, a hearing officer chosen by the Board will discuss the grievance with the employee involved and attempt to resolve it. Within ~~five-ten (105)~~ work days after this discussion, the hearing officer will state his/her decision in writing, attach it to the grievance form, and provide a complete copy to the grievant.

Step 2. If the grievant is not satisfied with the decision concerning his/her grievance made by the hearing officer, he/she may, within five (5) work days of his/her receipt of such decision, request such hearing officer to forward his/her grievance to the Superintendent of Schools for hearing. The Superintendent of Schools, or his/her designated representative, will schedule a hearing on the grievance within ~~fifteen (15)~~ten (10) work days of its receipt by him/her and will notify the employee and the Union of the time and place of such hearing. Within ~~five-ten (105)~~ work days following such hearing, the Superintendent of Schools or his/her designee shall state his/her decision in writing, attach it to the grievance form, and forward a complete copy to the grievant.

Step 3. If the grievance is not resolved at Step 2, the employee and/or the Union, within five (5) work days following receipt of the Step 2 response, shall have the right to submit the grievance for arbitration in accordance with the procedures provided for in Article 6. In the alternative, an employee may continue the grievance as an appeal to the Municipal Civil Service Commission of the City of Columbus in accordance with the procedures established by said Commission and as hereinafter provided in Section 6.6(A), provided the appeal was filed with the Board's Civil Service Office within the prescribed ten (10) day time period. In the

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event the grievance concerns a matter over which the Columbus Municipal Civil Service Commission refuses to exercise or grant jurisdiction, the Union shall have the recourse to the arbitration procedure provided for in Article 6.

ARTICLE 8 — JOB VACANCIES / TRANSFERS / ASSIGNMENTS

8.2 Posting of Vacancies.

- A. All new bargaining unit Civil Service positions within existing classifications and all original vacancies shall be posted in accordance with the procedures provided in 8.6 through 8.14 and shall set forth a description of the duties, work locations, and salary range, for at least five (5) work days. Employees desiring to have such opening shall submit their bid to the designated Human Resources administrator or his/her designee as indicated on the ~~posting within three (3) work days of the last day of the posting during the posting period.~~ The Board shall grant such position to the qualified (under Civil Service) employee in the appropriate job classification having the greatest job classification seniority.
- B. Posting of Examination Times and Places. The Board shall post on its website and email to bargaining unit members all notifications of examinations including the proposed date, time and place of the examination at least five (5) days before the deadline for submitting an application for the examination. Applicants for a position for which an examination is being given, who have the qualifications to take the examination, shall be released from school duties to take the examination without loss of pay. For purpose of grievance, notification of examination will be considered posted on the date posted on the District's website.
- C. Upon the request of the employee, ~~t~~The Board will provide ~~all the~~ employees with access to technology and training to access web-based programs related to postings of vacancies. ~~_no later than July 1, 2022.~~

8.8 School Clerical Position.

- A. - J. Current Contract Language
- K. School clerical employees shall work~~Any time worked~~ during parent-teacher conferences and open houses shall be at the direction of on job-related tasks as assigned by the supervisor and shall ~~recorded as the~~ additional hours worked. On the day before Thanksgiving and President's Day, school clerical employees will work remotely by completing online professional development materials, or a school clerical employee may utilize paid leave, including accrued ~~take~~ compensatory time off if the employee has it available or take an excused unpaid day.

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8.10 Pupil Transportation.

- A. Bus Driver Bidding Seniority — There is one classification for bus drivers (eight-hour bus drivers and five-hour bus drivers are not separate classifications). For bidding purposes, eight-hour bus drivers and five-hour bus drivers shall bid at the same time for available routes (with eight-hour drivers bidding only ~~pm-on~~ eight-hour routes and five-hour drivers bidding only on five-hour routes) per this Section.
- B. Annual [Bus Driver](#) Route Bidding — As soon as practicable after August 1 of each school year and prior to the bidding process, all known basic routes and positions available for bidding shall be posted at the bidding site and be accessible via the District intranet for at least two (2) days at the bidding site. Routes shall be awarded on the basis of department seniority and with the following consideration:

1.-11. Current Contract Language

C. - D. Current Contract Language

- E. Proxy Bidding — Bus drivers, [van drivers](#), school bus child care attendants or school bus intervention aides who cannot be present, unless the reason for absence is unapproved (AWOL), may cause their bid to be exercised by the Local President or his/her official representative in connection with any bidding processes. All proxy bids must be in writing. Any driver, school bus child care attendant or school bus intervention aide who is absent during the bidding shall not have the right to redress actions in the bidding process by the Union or the Board.
- F. Other Mid-Day Work — Each year, on or prior to September 30 a list of drivers to perform mid-day work will be constructed at each compound. Drivers shall be eligible for mid-day work provided their route schedule permits them to be available at the appropriate time. All eligible drivers at the compound may elect to be on the list. Available mid-day work shall be assigned on a daily basis to the following drivers in the order listed below:
1. Eight-hour drivers without a mid-day route segment or other assigned mid-day responsibility.
 2. Five-hour drivers who elect to be on the mid-day work list, on a continuous rotation; [or van drivers who elect to be on the mid-day work list, on a continuous rotation, if the transportation supervisor has determined that a van is the appropriate vehicle for the requested trip. In making this determination, the transportation supervisor will consider the number of passengers, the special needs of passengers, and the amount and type of equipment/luggage.](#)

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In the event more drivers are needed than the number electing, drivers will be assigned on a rotating basis beginning with the least senior driver. The parties recognize that the assignment of specific trips to drivers on the mid-day work list shall include consideration of the available driver's work schedule, and the number of trips during the school year assigned to each driver in category (2) above.

Drivers will be notified of field trip assignment during the preceding week recognizing that special circumstances will require an occasional same-day assignment. Refusal of same-day trip assignments will not be grounds to skip the driver on the rotation list.

- G. Extra-Pay Trips – Extra-pay trips are defined to mean any trip which occurs outside of the span of a driver's work day and on days which are not scheduled work days. Extra-pay trips which are to be made available to ~~bus~~ drivers should be administered as follows:

1. Trips shall be awarded on the basis of department seniority for bus drivers and van drivers. The transportation supervisor will determine whether a bus or van is the appropriate vehicle for the requested trip. In making this determination, the transportation supervisor will consider the number of passengers, the special needs of the passengers, and the amount and type of equipment/luggage. A continuous rotation of ~~bus~~ drivers and van drivers electing such trips shall be utilized. The parties recognize that the assignment of specific trips shall include consideration of the available driver's work schedule, locations as such relate to the starting times, and locations of the trips.

2 – 5. Current Contract Language

- H. Current Contract Language

- I. Distribution of New Buses and Vans –

1. ~~During the term of this Agreement, the~~ The distribution of new buses shall be in accordance with the following:

- 1a. New buses acquired by the district or becoming unassigned within a two year period shall be offered on the basis of the departmental seniority lists at the time the new buses are offered. Lift buses, 35-passenger buses, and 65-passenger buses shall be offered to bus drivers who are assigned the appropriate type of bus at the time the offer is made.

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- b2. New bus offers will begin with the bus driver of the appropriate type of bus who is the most senior bus driver on the departmental seniority list. As new buses are available, offers shall be made to bus drivers by continuing down the list until reaching the most junior bus driver and then by beginning at the top of the list with the most senior bus driver. When receiving a newer used bus, the driver will not be taken out of the new bus rotation.
- c3. New buses refused by all drivers and buses released as a result of drivers receiving new buses shall be reassigned at the discretion of the Board, so long as no driver shall be required to accept a reassigned bus that is older than the assigned bus he/she is driving unless the older bus has less mileage than his/her assigned bus.
- d4. In order to balance mileage of buses of a similar age, but in excess of three (3) years, or to remove a bus having extraordinary maintenance requirements, the Board may reassign a bus to a driver, so long as the reassigned bus is not older than the previously assigned bus and provided a written explanation for the change is furnished the driver.

2. The distribution of new vans shall be in accordance with the following:

- a. New vans shall be offered to van drivers according to the departmental seniority list. As new vans are available, offers shall be made to van drivers by continuing down the list until reaching the most junior van driver and then by beginning at the top of the list with the most senior van driver. When receiving a newer used van, the driver will not be taken out of the new van rotation.
- b. If the District designates more than one compound for vans, then at the next Labor Management Committee meeting, the parties will discuss whether van drivers who transfer compounds may take their vans with them.

J. Summer Job Assignments

- 1. Known summer job assignments determined by the Board shall be offered to twelve-month drivers except for van routes that continue in the summer from the school year. Such assignments shall be awarded to eligible drivers on the basis of departmental seniority. Prior to bidding drivers may elect to retain their assignment from the previous summer.

Drivers working as a mechanic helper may be required to work the same

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schedule as vehicle maintenance mechanics (five [5] eight- hour days or four [4] ten-hour days), when not being utilized as a driver.

Any van route that continues into the summer from the school year shall be posted for van drivers to bid on based on departmental seniority.

2. In the event there are remaining assignments for ~~bus~~ drivers, school-year drivers will be given the opportunity to sign up for such assignments. Bidding will be conducted strictly by department seniority.
 3. The rate of pay for such summer assignments shall be based on the bus driver's range during the school year.
 4. During the term of this Agreement, Columbus City Schools' pupils being transported by school bus for Columbus City Schools summer programs at Board expense shall be transported on Board-owned school buses driven by qualified Board employees.
- K. A bus or van driver may request the removal of an accident report and any resulting disciplinary personnel action from his/her personnel file after three (3) years of driving without an accident and without receiving any other related disciplinary personnel action during the most recent three (3) years. Such a request shall be honored provided such accident report was not in connection with a preventable accident involving personal injury or damage in excess of two thousand dollars (\$2,000.00). The removed materials shall be placed in a separate administrative file and may not be used against an employee to support further disciplinary action or to deny any pay increase to that employee.
- L. A bus or van driver who believes that his/her assigned duties require him/her to violate a local, state, or federal law or lawful regulation shall report the relevant circumstances in writing to his/her immediate supervisor. The supervisor shall provide a copy of such report to the Executive Director of Transportation within one (1) work day. Any dispute as to the merits of the bus or van driver's claim shall not be subject to the grievance procedure.
- M. Intervention aides who ride buses and child care attendants who ride buses shall be granted an opportunity to bid routes on the same basis as bus drivers. Such bidding shall occur following the annual route bidding process for bus drivers. Vacant routes available to intervention aides and child care attendants during the school year shall also be offered on the same basis as such routes are offered to bus drivers. Intervention aides and child care attendants shall have access to the

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results of the bus driver bid on the routes posted for intervention aides and child care attendants to bid, prior to the time they are required to bid.

- N. Board-Trained Special Education Transportation Department Employees. Special education in-service shall be offered to bus and van drivers during district-wide staff development days. An in-service program for employees to become Board-trained special education bus/van drivers, school bus child care attendants, and school bus intervention aides shall be offered to all bus/van drivers, school bus child care attendants, and school bus intervention aides. Drivers, school bus child care attendants, and school bus intervention aides will be paid the in-service hourly rate of pay established elsewhere in this Agreement for attendance at any in-service that occurs during a time a driver, school bus child care attendant, and school bus intervention aide would not regularly be paid. Only Board-trained special education bus/van drivers, school bus child care attendants, and school bus intervention aides shall be eligible to bid on special education routes provided, however, that if there are more special education routes available than individuals who meet the criteria and who are Board-trained, then individuals who are not Board-trained may bid on special education routes in their respective classifications.

The special education routes shall be awarded based upon department seniority for bus and van drivers and job classification seniority for school bus child care attendants and school bus intervention aides. The bidding shall begin with the Board-trained special education bus and van drivers by department seniority and continue through all Board-trained special education drivers. Thereafter, the bidding shall be opened to other drivers by department seniority. Any bus or van driver who bids or is assigned a special education route and is not a Board-trained special education bus driver, will be required to take some portion or all of the special education training. The bidding shall begin with the Board-trained special education school bus child care attendants and school bus intervention aides by job classification seniority and continue through all Board-trained special education school bus child care attendants and school bus intervention aides. Thereafter, the bidding shall be opened to other school bus child care attendants and school bus intervention aides by job classification seniority. Any school bus child care attendant and school bus intervention aide who bids or is assigned a special education route, and is not a Board-trained special education school bus child care attendant and school bus intervention aide, will be required to take some portion or all of the special education training.

- O. During the term of this Agreement, the Board shall employ no less than ninety (90) eight-hour bus drivers, eight (8) eight-hour child care attendants, and no less than twelve (12) eight-hour bus intervention aides. When eight-hour bus driver positions within that number become vacant, five-hour bus drivers who were eight-hour bus drivers prior to the layoffs that occurred in the 1991-92 and 1992-93 school years

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shall be offered such vacant positions in the inverse order of their layoff. Once all of those laid off bus drivers have either filled or declined vacant eight-hour bus driver positions, five-hour bus drivers in accordance with their department seniority shall be offered any vacant eight-hour bus driver positions within the above number. During the term of this Agreement, there shall be no layoff of eight-hour bus drivers or abolishment of eight-hour bus driver positions for any reason.

- P. During the term of this Agreement the Board may establish a classification entitled "Bus Driver Trainee" which classification will not be part of the bargaining unit. No person may be a Bus Driver Trainee for longer than ninety (90) calendar days. Bus driver trainees may drive to transport students only when a regular driver is on the bus and will not be used to displace regular employees of the transportation department.
- Q. The Board shall maintain at least eight (8) Child Care Attendant and six (6) Intervention Aide positions as 8-hour employees. These positions shall be subject to the same process as Eight Hour (8) Bus Drivers.

Annual Van Driver Route Bidding

1. The Board shall utilize van routes consistent with state law to supplement school bus routes.
2. Van drivers shall bid on van driver routes based on departmental seniority (most senior to least senior) not later than September 30 of each year. Van drivers shall have the option of retaining their routes from the preceding year except any driver who fails to turn in a completed Ohio Department of Education and Workforce School Transportation Driver Medical Examination Form T-8 ("Form T-8") by August 1 of a new school year shall have no right to retain his/her route. Retained routes will not be available for bidding, and drivers retaining routes will not take part in the annual route bidding process. All other drivers who have turned in a completed Form T-8 by August 1 of a new school year shall have the right to bid on routes. Eligible van drivers electing to retain their routes from the preceding year shall make their election prior to the day of the annual van driver route-bidding process. Elections shall be made on a form provided by the Board.

Bid unassigned van driver positions shall be posted during the annual route bidding process. The number of bid unassigned van driver positions to be posted will be determined by the Board. Bid unassigned van drivers shall have the option of retaining their bid unassigned van driver position from

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the preceding year, provided the position continues. Available bid unassigned van driver positions, on a system-wide basis, shall be posted during the annual route bidding process. The number of bid unassigned van driver positions to be posted will be determined by the Board. Following the annual route bidding process, bid unassigned van drivers will bid compound location by seniority. Bid unassigned van drivers who fail to turn in a completed Form T-8 by August 1 of a new school year shall have no right to bid on bus compounds. When it is necessary to relocate a bid unassigned van driver from one compound to another, the reassignment shall be offered to all bid unassigned van drivers at that compound on the basis of seniority before the least senior bid unassigned van driver is reassigned. Bid unassigned van driver positions secured during the annual route bidding process may be retained. Such retention retains only the position and not the compound location, and, in no way restricts the Board's right to determine the number of bid unassigned van driver positions available to retain, bid, or assign. If there are fewer retainable routes posted than there are drivers who drove unassigned routes the prior school year, the routes shall be retainable by the most senior eligible drivers in accordance with bidding seniority. Bid unassigned van drivers will be paid a \$0.50 per hour premium while in unassigned status.

3. Van drivers shall retain their assigned vans as long as they remain in the same center. If a van driver moves centers, then the driver will be assigned a van at the new center.

4. Van drivers involved in the various route bidding processes do not have the right to pass when it is their turn to bid.

**Van drivers shall be eligible for pay consistent with Article 9.10 of this Agreement. Van drivers shall begin their employment at Step A of Pay Range 3, Tier II, on the applicable salary schedule.

8.12 Truck Drivers.

A. School Year Route Bidding

1. As soon as practicable after August 15 of each school year~~No later than one week before school starts~~, all known routes for the school year shall be posted in the various truck driver work locations. Prior to the routes being posted, no more than two (2) representatives of the Union shall meet with no more than two [2] management representatives to discuss how the routes were configured and any changes that have been made.

2 - 3. Current Contract Language

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4. A driver who is absent may designate another driver to bid on his/her behalf.
5. Current Contract Language

B. Summer Route Bidding

1. No later than one week before school ends, all known routes for the summer shall be posted in the various truck driver work locations. Prior to the routes being posted, no more than two (2) representatives of the Union shall meet with no more than two (2) management representatives to discuss how the routes were configured and any changes that have been made.
2. Routes shall be bid according to job classification seniority beginning with the most senior driver.
3. Bargaining unit members who are absent may designate other bargaining unit members to bid on their behalf.
4. Truck drivers shall retain the routes elected through the summer bidding process or vacancy bidding process for the summer routes, except that occasional temporary assignment may be necessary to cover a vacant route, familiarize a new driver with a route for up to three (3) days, or to accomplish such other occasional and specialized needs of the school system as may arise.
5. Bargaining unit members in the Transportation department may bid to participate in summer work provided they meet all job requirements. They shall be assigned to summer work by the Truck driver supervisor. They shall continue to be paid at their classification rate of pay. Section 9.17 shall not apply.

B-C. Route Vacancies

1. Permanent route vacancies occurring after the August bidding shall be posted in the truck driverwork locations for five (5) work days.
2. During the posting period, truck drivers may bid on the posted vacancy by submitting a written request for such vacancy to the ~~designated Human Resources administrator~~Logistics Supervisor.
3. The vacant route shall be awarded to the applicant with the highest job classification seniority.

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GD. Truck Inspection

Board trucks utilized by delivery services personnel will be annually inspected each summer by Board garage personnel and a copy of the inspection report submitted to the Chief Administrator, designated Operations Management administrator.

DE. Available Work

Truck drivers will be offered available work in the truck driver department before other employees are offered such work.

EF. Distribution of New Trucks

New trucks for Distribution Center and Food Service Production Center shall be offered to truckdrivers on the basis of job classification seniority beginning with the most senior truck driver depending on job assignment and the specified purpose of the truck.

FG. Truck Driver In-Service

The Board shall conduct at least one in-service for truck drivers during the school year in order to review new procedures, laws, and other items related to the performance of duties. All truck drivers may be required to attend the training, and, if it is held outside the workday, shall be compensated at the in-service rate established elsewhere in this Agreement.

Truck drivers for whom such training would conflict with other responsibilities (for example education, second job or unavoidable family responsibilities) must be excused from attendance by his/her supervisor prior to the training.

8.14 Instructional Assistants (Employed under O.R.C. 3319.088).

A. - P. Contract Language

- Q. ~~Any time worked~~ Instructional assistants shall work during parent-teacher conferences ~~and open houses shall be at the direction of on job related tasks as assigned by~~ the supervisor and ~~shall~~ recorded as the additional hours worked. On the day before Thanksgiving and President's Day, instructional assistants will work remotely by completing online professional development materials, or an instructional assistant may utilize paid leave, including accrued ~~take~~ compensatory time off if the employee has it available, or take an excused unpaid day.

R. - T. Contract Language

8.15 Child Care Attendants / Transportation Intervention Aides.

- A. When a vacancy for a child care attendant or transportation an-intervention aide is to be filled, a notice indicating that a job opening exists shall be emailed to all child

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care attendants and [transportation](#) intervention aides and the President of the Union and posted on the District's website. Such notice shall indicate the location and position available. Employees with the requisite job classification may apply for such vacancy ~~by sending a request to the Human Resources Director.~~

- B. The Board may only reject an applicant for a promotional or transfer opportunity if within the 12 months immediately prior to the posting the applicant has either received a suspension of one or more days which has not been successfully overturned or has been absent on ten (10) or more occurrences (consecutive days of absence shall be considered one occurrence). An applicant may not be rejected because of attendance if the applicant has an accumulated sick leave balance equal to five (5) or more days per year of service with the Columbus City Schools. No one from outside of the bargaining unit shall be considered for a position as long as there is a member of the bargaining unit who applies for the position and is not subject to rejection as provided for in this section.
- C. All child care attendants/[transportation](#) intervention aides shall be required to attend all in-service offered for that grouping or for their comparable special needs instructional assistant groupings on those days when students are not in attendance. In the event no such in-service is offered for their grouping, a child care attendant/intervention aide may attend the in-service offered for another grouping subject to cost and space.
- D. Prior to the beginning of each school year, any child care/~~special needs~~ attendant/~~intervention aide~~ may provide to the building principal his/her written input about the scheduling of teacher-parent conferences and other meetings that the instructional assistants are required to attend. The building principal will consider such written input when meeting with the Association Building Council.
- E. ~~Child care attendants shall work Any time worked~~ during parent-teacher conferences ~~and open houses on job-related tasks as assigned by shall be at the direction of~~ the supervisor and ~~shall~~ record ~~ed as the~~ additional hours worked. On the day before Thanksgiving and President's Day, child care attendants/~~intervention aides~~ will work remotely by completing online professional development materials, or a child care attendant/~~intervention aide~~ may ~~utilize paid leave, including accrued take~~ compensatory time off if the employee has it available, or take an excused unpaid day.
- F. ~~Effective with the first day of the employee's regular schedule for the 2022-2023 school year, non-transportation child care/special needs attendant/intervention aides will be at a full-time equivalent of eight (8) hours per day so that an employee whose normal work schedule is seven (7) hours or seven and one-half (7 ½) hours per day shall increase to eight (8) hours per day and whose normal~~

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work schedule is three and one-half (3 ½) hours per day shall increase to four (4) hours per day. Child care attendants will be full-time equivalent of eight (8) hours per day, and any part-time employees will be at four (4) hours per day.

8.16 Classroom Intervention Aides.

- A. When a vacancy for a classroom intervention aide is to be filled, a notice indicating that a job opening exists shall be emailed to all classroom intervention aides and the President of the Union and posted on the District's website. Such notice shall indicate the location and position available. Employees with the requisite job classification may apply for such vacancy.
- B. The Board may only reject an applicant for a promotional or transfer opportunity if within the 12 months immediately prior to the posting the applicant has either received a suspension of one or more days which has not been successfully overturned or has been absent on ten (10) or more occurrences (consecutive days of absence shall be considered one occurrence). An applicant may not be rejected because of attendance if the applicant has an accumulated sick leave balance equal to five (5) or more days per year of service with the Columbus City Schools. No one from outside of the bargaining unit shall be considered for a position as long as there is a member of the bargaining unit who applies for the position and is not subject to rejection as provided for in this section.
- C. All classroom intervention aides shall be required to attend all in-service offered for that grouping or for their comparable special needs instructional assistant groupings on those days when students are not in attendance. In the event no such in-service is offered for their grouping, a classroom intervention aide may attend the in-service offered for another grouping subject to cost and space.
- D. Prior to the beginning of each school year, any classroom intervention aide may provide to the building principal his/her written input about the scheduling of teacher-parent conferences and other meetings that the instructional assistants are required to attend. The building principal will consider such written input when meeting with the Association Building Council.
- E. Classroom intervention aides shall work during parent-teacher conferences and open houses on job-related tasks as assigned by the supervisor and shall record the additional hours worked. On the day before Thanksgiving and President's Day, classroom intervention aides will work remotely by completing online professional development materials, or a classroom intervention aide may utilize paid leave, including accrued compensatory time off if the employee has it available, or take an excused unpaid day.

8.176 Special Needs Instructional Assistants. Effective August 1, 2023, all Special

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Needs Instructional Assistants will be compensated at pay range 4 of the Classified Employees and Instructional Assistants pay schedule. In addition, if the Board determines to study specific classifications for upgrade and review, this class will be within the first five studied. If a further pay range increase is warranted, that adjustment may take place, with Union agreement, within 90 days of the approval of the Board of Education. Special Needs Instructional Assistants shall include MD, TDH, SED, SNPS, OH, VI and HI.

8.187 Temporary Assignment to a Vacancy.

A. The Superintendent or designee may make occasional temporary assignments of bargaining unit members to cover for absent employees as the needs of the school system may arise. Temporary assignments shall be made on a rotating basis starting with the least senior employee within the classification within a work location. Temporary assignments shall be for no more than five (5) days at a time and for no more than fifteen (15) total days per year (July 1 – June 30) unless the Superintendent or designee and the Association president mutually agree to a longer period of time. The unit member shall be paid the mileage rate if the distance to the temporary assignment is more than four (4) miles from the unit member's typical assigned location.

B. Nothing in the foregoing procedure for filling job vacancies shall detract from the right of the Board to temporarily fill job vacancies, without regard to seniority, until such time as a permanent replacement is secured through application of the appropriate procedures set forth in Sections 8.6 through 8.14.

C. The Board will endeavor to fill any vacant positions within 60 days of the vacancy. This will not apply to positions that are unfilled due to long term illness of others leave of the employee holding that position. The time limit can be extended provided that the administration gives written notice of its intent to extend the time line to the union and local presidents. The administration will notify the union when a position is declared vacant and whether or not the position will be filled within 20 days of the vacancy.

8.198 Placement in Promotional Position. Within twenty (20) work days of notification of a promotion, an employee will be placed in the promotional position, except when an effective date for the position has been established in the certification letter, in which case the employee will be placed in the promotional position within ten (10) work days of the established date.

8.2049 Prior Consideration for Bargaining Unit Members. It shall be the policy of the Board of Education that consideration be given to members of the bargaining unit prior to consideration of other applicants when filling positions at the Board of Education that do

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not require a teaching certificate, in the event such position does not fall within the bargaining unit. The Board shall notify the President of CSEA of any such vacancy in existing positions and of any such new positions established.

8.210 Dual Classifications. Employees who desire to work in more than one job classification on a part-time basis may make application to the office of Classified Personnel. Assignment to more than one classification shall not interfere with the job responsibilities of either classification and shall not cause any employee to be assigned for more than 40 hours each week. The office of Classified of Personnel shall develop and disseminate procedures for application and consideration of dual- classification work.

ARTICLE 9 — HOURS OF WORK AND OVERTIME

9.11 Truck Driver Overtime / Summer Work / Inspection.
A. Overtime.

1. ~~School-year~~ Overtime shall be offered to all truck drivers on a rotation basis. The initial rotation shall begin with the most senior driver on the basis of job classification seniority. Sign-up lists for weekday and weekend overtime shall be posted for at least two (2) work days at truck driver work locations (currently 737 East Hudson, and Food Production Center), through the Wednesday prior to the overtime period or through the third work day prior to an extended weekend. The Board will administer the overtime roster in such a way as to be fair and equitable in the assignment of overtime.

2 - 7. Current Contract Language

~~B. Summer Work.~~

~~All summer truck driving work, beyond that assigned to calendar year truck drivers, shall be offered to school-year truck drivers before being offered to other employees.~~

9.17 Working in Higher Job Classifications. Any employee assigned to work in a higher job classification shall be paid, from the first day of such assignment, at the rate for the higher job classification, provided such assignment is for more than ~~five (5)~~ four (4) consecutive work days or the employee does work ~~five (5)~~ four (4) consecutive work days or longer in the higher job classification. The rate of pay shall be determined by application of the provisions of Article 20 of this Agreement. If a holiday(s) for which the employee would normally be paid falls during the assignment, the employee shall be paid at the rate for the higher job classification for such holiday(s). Assignments of custodians during the summer months as a result of vacation schedules for head custodians shall not be subject to the above provisions of this Section.

ARTICLE 11 — JOB SECURITY

11.4 Reduction in Work Force or Layoffs.

A. - B. Current Contract Language

C. The layoff of classroom intervention aides shall be on the basis of department seniority.

DE. An employee on layoff shall maintain reinstatement rights for a period of two (2) years from the date of layoff.

ED. The Board shall not employ any new instructional assistants while any instructional assistants are on layoff.

FE. In the event the placing in a school cafeteria of vending machines or automatic dispensing machines results in a reduction in the required personnel or their hours, the affected personnel shall not be reduced in classification or number of scheduled hours prior to being offered reassignment to a position with the same classification and number of scheduled hours except that such personnel may be assigned duties (no reduction in pay) related to a lower classification prior to being offered said reassignment position. Such offered position shall be the vacancy after the first posting.

11.6 Joint Committee for Layoff Procedure. ~~As of the date of this Agreement, the Board does not contemplate the layoff of any employees, however, d~~during the term of this Agreement, a joint committee comprised of equal numbers of Board and Union representatives will consider revisions of the reduction in workforce procedures that will be fair and easy to understand in the event that layoffs are needed in the future. The joint committee will present its work to the Union and the Board for consideration in the next round of bargaining. If the report is completed prior to the next round of bargaining, the parties may, by mutual agreement, enter into interim bargaining to consider implementation of this section only.

ARTICLE 12 — EMPLOYEE DISCIPLINE

12.1 Conference.

A. - D. Current Contract Language

E. Employees who are required to attend a disciplinary hearing or a grievance hearing during their regularly scheduled work day shall be paid at their regular rate of pay

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for such time.

12.3 Removal of Disciplinary Actions. An employee may request the removal of disciplinary Personnel Actions from his/her personnel file after three (3) years of good behavior as demonstrated by a lack of any disciplinary Personnel Actions during the most recent three (3) years. Such a request meeting the requirements indicated immediately above shall be honored. ~~Employees who are required to attend a disciplinary hearing or a grievance hearing during their regularly scheduled work day shall be paid at their regular rate of pay for such time.~~

12.5 Alcohol / Drug Testing. Any member of the bargaining unit who is required to operate a Board-owned motor vehicle as a part of his/her regular duties, any child care attendant who rides a bus, or any intervention aide who rides a bus, who is on paid status and appears to be under the influence of alcohol or any drug of abuse shall be taken promptly to a laboratory or hospital for a blood or other appropriate test, or the Board may elect to have such test administered at the Board's central administrative site.

The employee shall be on paid status until returned to the bus compound or regular work site, and the test shall be at Board expense. Refusal to submit to such a test shall constitute automatic resignation. Any positive test result will be cause for discipline, including discharge, recognizing that an appealable disciplinary action may be appealed to the Columbus Civil Service Commission. In the event this provision 12.5 is found to be unconstitutional by the State or Federal Court system, after appeals have been exhausted, this provision 12.5 shall be null and void and no negotiations on this matter shall be required during the term of this Agreement.

12.7 Excessive Use of Sick Leave. The administration of discipline for alleged excessive use of sick leave shall be in accordance with the following:

- A. Excessive use of sick leave will not be alleged by the Board unless an employee has used 9 or more days of sick leave ~~beginning with the first day of sick leave through the ninth (9th) day of sick leave or one year from the first day of sick leave, whichever occurs first~~ during a fixed year (July 1 – June 30).
- B. No days of absence due to death in the immediate family of an employee or covered by an approved Family and Medical leave (e.g., the employee's personal hospitalization) shall be counted in such nine (9) or more days. A statement from a physician (doctor, psychiatrist, psychologist) will be considered if submitted at the time of the absence report. Verification of death in the immediate family may also be required.

C. - F. Current Contract Language

ARTICLE 15 — SICK LEAVE

15.5 Sick Leave Cash Conversion.

- A. An employee shall have, pursuant to the following provisions, the options to convert to cash benefit payable on the last payday in December and the last payday of the school year, or carry forward the balance of any unused sick leave credit at year's end.

An employee who accrues sick leave pursuant to this agreement shall have the following options with regard to the portion of sick leave credit:

1. Carry forward the balance of sick leave credit.
2. Receive a cash benefit conversion for the unused balance of sick leave credit.

Unused sick leave shall be converted as described below:

An employee who did not use sick leave during the previous work period may convert up to ~~three~~four weeks of unused sick leave at a rate equal to fifty percent of the employee's base rate of pay. The first work period shall be defined as the first work date of the school year through the last work date of November; the second work period shall be defined as the first work day in December through the last work day of the school year.

An employee who used no more than one day of sick leave may convert five (5) days, at a rate equal to fifty percent of the employee's base rate of pay.

An employee who used no more than two days of sick leave may convert four (4) days, at a rate equal to fifty percent of the employee's base rate of pay.

B. - E. Current Contract Language

- F. In addition to the conversion opportunities identified above, an employee may convert up to four weeks of unused sick leave at a rate equal to fifty percent of the employee's base rate of pay within fourteen (14) days of a significant financial hardship. A significant financial hardship is defined as the employee's own catastrophic injury or illness; catastrophic injury, illness, or death in the employee's immediate family; divorce; funeral expense; or to prevent eviction or foreclosure. The provisions of paragraphs (C) and (E) of this section apply.

ARTICLE 16 — OTHER LEAVES

16.1 Personal Leave.

A. - C. Current Contract Language

D. In addition to the above, an employee may be absent one (1) day a year for emergency personal reasons as a result of a written request approved in advance by the ~~Human Resources Director, or his/her designee~~designated Human Resources administrator. As long as appropriate documentation is provided, such requests shall not be unreasonably denied. Such additional day may not be accrued from year to year and shall be granted as deemed appropriate by such Director. No action taken by the Board or its administrative agents in connection with this paragraph D shall be subject to the grievance procedure.

16.5 Family and Parental Leave.

A. In addition to the reasons identified in Article 15 and this Article, paid family leave shall be granted to employees for absences related to the birth, adoption, or foster placement for purposes of adoption (referred to as “foster” throughout this section) of a child as follows:

1. For the birth or adoptive/foster parent, up to thirty (30) family leave days for the birth of the child or the placement of the adoptive or foster child.
 - a. For the initial ~~ten (10)~~fifteen (15) days of leave, the employee will be paid at one hundred percent (100%) of regular pay. For the next fifteen (15) days, the employee may use accrued sick leave or take unpaid leave.
 - b. ~~For the next twenty (20) days of leave, the employee will be paid at 70% of regular pay. Employees may supplement their pay, up to 100%, during the twenty (20) days by using accrued sick, personal or vacation leave.~~
2. For the non-birth parent, up to fifteen (15) family leave days within six (6) months of the birth of the client.
 - a. For the initial ~~ten (10)~~five (5) days of leave, the employee will be paid at one hundred percent (100%) of regular pay. For the next ten (10) days, the employee may use accrued sick leave or take unpaid leave.
 - b. ~~For the next five (5) days of leave, the employee will be paid at 70% of regular pay. Employees may supplement their pay, up to 100%, during the five (5) days by using accrued sick or personal leave.~~

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B. Current Contract Language

ARTICLE 17 — INSURANCE AND OTHER BENEFITS

17.8 Severance Pay.

A. - D. Current Contract Language

- E. Severance pay benefits for an eligible member of the bargaining unit who dies while on active status or on leave of absence shall be paid to the member's life insurance beneficiary. A member shall be eligible for this benefit if, at the time of death, the member was eligible for superannuation retirement benefits the member has at least five (5) consecutive years of active service with Columbus City Schools.

ARTICLE 18 — WAGES

18.14 Wage Increases.

- A. All bargaining unit employees shall receive 2.0% salary increase effective the pay period beginning on August 1, 2026. See Appendix B.
- B. All bargaining unit employees shall receive 2.0% salary increase effective the pay period beginning on August 14, 2027. See Appendix B.
- C. Stipends

1. As recognition of the personal expenses incurred by food service employees for the scrubs they are required to wear to work, all eligible food service employees shall receive one lump sum payment of one hundred dollars (\$100) within sixty (60) days of the Board approval of this Agreement and one lump sum payment of one hundred dollars (\$100) in the first pay of September 2027.~~1. To address recruitment and retention challenges, all eligible employees shall receive one lump sum payment of five hundred dollars (\$500) in the second pay of December 2023, and five hundred dollars (\$500) in the first pay in June 2024. Family 4 Instructional Assistants and Non-Transportation Child Care Attendants/Intervention Aides shall receive an additional one hundred and fifty dollars (\$150) in the second pay of December 2023.~~

2. As recognition of the personal expenses incurred by eligible Vehicle Maintenance employees for the personal tools they are required to use at work, all eligible Vehicles Maintenance employees shall receive one lump

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~~payment of four hundred dollars (\$400) in the second pay of December 2023.~~

23. For purposes of this Subparagraph (C), an “eligible” employee is a CSEA bargaining unit member who received pay on the payroll date immediately preceding the date on which the stipend is made. The fact that the stipend is paid in one school year shall not be evidence of a reduction in salary in a future year.

D. - E. Current Contract Language

- F. Reopener. Either party by April 1, ~~2025~~2028, may file and serve on the other a Notice to Negotiate a reopener for the third (3rd) year of this Agreement on the following issues and the following only: insurance and other benefits (Sections 17.1-17.10) and, wages (Sections 18.1-18.14), ~~range designations for bargaining unit members of Locals 488, 591, 721 and 730, uniform allowances for food service employees, and Article 8 (Job Vacancies/Transfers/Assignments).~~

18.16 Stretch Pay. Any bargaining unit member who has entered an unpaid leave status, has received all earned wages, and has not returned to an active employee status will be removed from stretch pay for the remainder of the school year. The employee must complete the pay plan change request electronically during the open period to return to stretch pay for the following school year or within seven (7) days of returning to paid status, whichever is later.

ARTICLE 20 — Duration of Agreement

20.1 Duration. This Agreement shall be effective as of 12:01 a.m., August 1, 2026~~3~~, and shall continue in full force and effect until July 31, 2029~~6~~. In witness whereof the parties hereto have caused this Agreement to be executed on the day and year first above mentioned, subject to Section 20.3 below.

NOTE: The Parties have agreed that the term “Instructional Assistant” shall be replaced with “Paraprofessionals” throughout the bargaining agreement.

Letter of Agreement

This Letter of Agreement (“LOA”) is entered into between the Columbus School Employee Association (“CSEA”) and the Columbus City Schools Board of Education (“Board”).

The parties agree to the following:

1. This LOA will be effective upon ratification of the collective bargaining agreement to be in effect August 1, 2026 until July 31, 2029 and govern the implementation of the memorandum of understanding that moves secretaries in the Secretary I classification in departmental positions to the Secretary II classification. The employees to be moved are identified in the MOU agreed upon during bargaining for the 2026-2029 collective bargaining agreement.
2. Impacted Secretary I's who are currently working in departments/programs will move to Secretary II per the list exchanged during bargaining.
3. Nothing in the negotiated MOU will allow the promoted Secretaries to retain their previous classification seniority. Classification seniority will reset upon movement to the Secretary II classification. The secretaries will retain their current department seniority. Retention Points will not be impacted.
4. The impacted Secretary I's will not be required to take the Civil Service Exam. They will move to the Secretary II classification and retain their current Tier.
5. This Agreement shall expire upon implementation of the departmental secretary moves to the Secretary II classification.

John M. Dean
For the BOARD

Date

Andre Washington
For CSEA

Date

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Columbus School Employees Association ("CSEA") and the Columbus City School District Board of Education ("Board").

The parties agree to the following:

1. From the date of the execution of this MOU until July 31, 2028, the Board shall not increase the total compensation percentage (i.e., salary and retirement pickup) for the Columbus Administrators Association and the Columbus Schools Classified Supervisors Association above the total compensation percentage as identified in the CSEA Collective Bargaining Agreement. This paragraph does not apply to stipends, supplemental pay, or addenda to contracts for additional work completed.
2. This MOU expires on July 31, 2028.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Columbus School Employees Association ("CSEA") and the Columbus City School District Board of Education ("Board").

The parties agree to the following:

1. Effective August 1, 2026, all Intervention Aides who are currently assigned to classrooms will move to the classification of Classroom Intervention Aides provided they have an educational aide permit. Those Intervention Aides who do not have an educational aide permit shall be granted an unpaid leave of absence of up to six (6) months. During such leave of absence, the employee may continue to work to obtain an educational aide permit and return as a Classroom Intervention Aide and/or apply for any bargaining unit position that is not promotional and shall be given preference in appointment within Civil Service rules and regulations. At the end of the six (6) months, if the employee does not have an educational aide permit or has not been placed in another bargaining unit position, the employee will be terminated.
2. Classroom Intervention Aides will be at pay range 8.
3. Classroom Intervention Aides will retain all years of classification seniority as Intervention Aides when assigned to their positions as Classroom Intervention Aides.