

ARTICLE 6 – JOB VACANCIES/TRANSFERS/ASSIGNMENTS

6.2 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 6.6 and shall set forth a description of the duties, work locations, and salary range, for at least five (5) work days. Bargaining Unit Members desiring to have such opening shall submit their bid to the designated Human Resources administrator, or designee during the posting period, as indicated on the posting within three (3) work days of the last day of the posting. The Board shall grant such position to the qualified (under Civil Service) Bargaining Unit Member in the appropriate job classification having the greatest job classification seniority.

B. - C. Current Contract Language

6.7 Temporary Assignments

- 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.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.2 Overtime Pay and Compensatory Time Clarification

- A. Current Contract Language

~~B. Unassigned Alarm-Monitoring Shifts:~~

~~Overtime for unassigned alarm-monitoring shifts that are not already covered by Bargaining Unit Members as a part of their job duties shall be assigned as follows:~~

- ~~1. For the first 72 hours after the sign-up is sent, Bargaining Unit Members with up-to-date alarm monitoring training may sign-up on a first-come, first-served basis for an unlimited number of shifts.~~

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- ~~2. Approximately 48 hours after the sign-up list is sent out, a reminder email will be sent to all Bargaining Unit Members if any shifts remain open.~~
- ~~3. After the first 72 hours after the sign-up is sent, all other department employees will be permitted to sign up for the shifts on a first-come, first-served basis. The sign-up will remain open until all remaining shifts are assigned.~~

B. Overtime for Athletics

Overtime for athletic contests will be assigned in the following manner:

1. The District will establish overtime teams for each building who will be responsible for covering the school's athletic contests prior to the start of each athletic season and will determine the number of Safety and Security Specialists ("Specialists") to be assigned to each building team.
2. Overtime team openings will be first offered to Specialists assigned to that building in descending order of building seniority (that is, building seniority computed as of their latest date of entry into the building). Remaining openings will be offered to other Specialists in the building's assigned network in descending order of job classification seniority. Specialists assigned to a building team shall remain on that team for the entire athletic season. This means if other overtime opportunities arise that conflict with the overtime team assignment, the Specialist will work the team assignment.
3. If an overtime team member is unavailable to work a particular assignment, that assignment will be offered on a rotational basis in descending order of job classification seniority (i.e., most senior to least senior) to Specialists in the building's assigned network not working another overtime assignment on that same date.
4. If no one volunteers for the overtime assignment, the Superintendent or designee(s) may mandate Specialists not working another overtime assignment on that same date to work the assignment on a rotational basis in ascending order of job classification seniority (i.e., least senior to most senior).
5. Overtime for athletics may include the moving of security equipment from one location to another for entry procedures. Bargaining unit members will be paid at the applicable rate for time spent moving security equipment. Bargaining unit members who exercise

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reasonable care in moving equipment will not be liable for any damages to the equipment.

~~C. All Other Overtime~~

- ~~1. Overtime assignments shall be offered at each building on a rotational basis in descending order of building seniority (i.e., building seniority computed as of their latest date of entry into the building). This shall continue through the list of Bargaining Unit Members at the given building.~~
- ~~2. When an overtime assignment is not able to be filled at the building, then the overtime assignments shall be offered on a rotational basis to all other Bargaining Unit Members in that job classification in descending order of job classification seniority. When not able to be filled by volunteers, overtime may be mandated by the Superintendent, or designee(s), in ascending order of job classification seniority (i.e., assigned to least senior Bargaining Unit Member in a classification first).~~
- ~~3. A list of individuals working overtime shall be maintained and will show the date of work offered and whether refused or accepted. Notwithstanding the foregoing, no Bargaining Unit Member will be mandated to work overtime when such assignment would directly conflict with the Bargaining Unit Member's other official employment duties to be performed for the Board.~~

C. All Other Overtimes

All other overtime shall be assigned as follows:

1. Overtime assignments will be offered to Bargaining Unit Members on a rotational basis in descending order of building seniority as follows:
- i. For K-8, 6-12, 7-12, and K-12 buildings, by grade band (grade bands are K-5, 6-8, 7-8, 9-12);
- ii. Bargaining Unit Members assigned to the building;
- iii. Bargaining Unit Members in the classification;
- iv. Bargaining Unit Members outside of the classification.
2. If no one volunteers for an overtime assignment, the Superintendent or designee(s) may mandate Bargaining Unit Members to work the assignment on a rotational basis in ascending order of job classification seniority.

D. Overtime Call-Off

The progression of actions listed below shall be taken when an employee calls off for an awarded event or shift (i.e., an event or shift for which an employee volunteered, not mandated to cover). A call-off includes "cancelling" an assignment, once awarded, in order to work a different event or shift. Additionally, none of the actions listed below shall carry over or progress into a new school year. The progression resets as though an employee has no call-offs on the first day of each new school year.

1. First Call-Off: If an employee reports that the employee is unable to work an awarded event or shift, the employee will receive a warning that doing so again in the future may result in the actions outlined below.
2. Second Call-Off: If an employee received the First Call-Off warning above and then reports that the employee is unable to work an awarded event or shift within forty-five (45) days of the first call-off, the employee shall be removed from any subsequent events or shifts for forty-five (45) days from the call-off, including those which are offered but not scheduled to occur until after the forty-five (45) day period, but will remain on the list for purposes of being mandated to work overtime.
3. Exceptions: The actions listed above shall not apply to employees who are unable to work due to an approved Family and Medical Leave Act (FMLA) condition; who are ill and provide a medical provider's note for a time during which they were scheduled to work the assignment; or who have an established pattern of attendance for past events and shifts as determined by Labor Management and Employee Relations. Additionally, if an employee calls off one time for multiple assignments on consecutive dates, the call-off will only be counted as one call-off.

E. Other Overtime Provisions

1. A job classification seniority list by network shall be shared with the Union at the beginning of each athletic season and/or upon request.
2. If a Bargaining Unit Member, including those in floater positions, changes building mid-year or mid-season, the Bargaining Unit Member shall have the option of either remaining at the previously assigned building or team for overtime purposes or being considered at the new building for overtime purposes. If the Bargaining Unit Member chooses the latter, the Bargaining Unit Member will not

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bump another Bargaining Unit member from prior-scheduled overtime assignments or overtime teams.

3. Notwithstanding anything to the contrary herein, no Bargaining Unit Member will be mandated to work overtime when such assignment would directly conflict with the Bargaining Unit Member's other official employment duties to be performed for the Board.

4. Administrative Building Specialists: Prior to the start of each school year, the District will assign all Specialists assigned to administrative/non-school buildings (e.g., Base Operations, Columbus Education Center, etc.) to networks for purposes of overtime assignments. The assignments will occur based on departmental need, and the assignments shall remain in place for the entire school year.

5. Floater Specialists: Prior to the start of each school year, the District will assign each Specialist in a floater position to a network for purposes of overtime assignments. Floater Specialists, by the nature of their positions, are not assigned to specific buildings; therefore, when overtime is first offered to Specialists at a building, Floaters will not be included.

FD. Compensatory Time

1. A Bargaining Unit Member required to work overtime previously approved by the supervisor may, at the Bargaining Unit Member's option, elect to receive compensatory time in lieu of paid overtime for up to one-half (1/2) of all overtime worked by that Bargaining Unit Member. The Bargaining Unit Member must notify the supervisor in writing by the end of the business day after overtime has been worked if the Bargaining Unit Member desires to use compensatory time at a future date rather than receive payment for the overtime in the next pay period. Compensatory time shall not be used immediately before or after a holiday or any student non-attendance days.

2. Compensatory time shall be credited on the basis of one and one-half (1 1/2) hour for each hour of overtime worked by the Bargaining Unit Member. Compensatory time in lieu of paid overtime may be accumulated up to a maximum of eighty (80) hours.

3. Whenever the Bargaining Unit Member desires to take time off earned on the basis of compensatory time, the Bargaining Unit Member shall submit a written request to the Bargaining Unit

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Member's supervisor indicating the amount of compensatory time the Bargaining Unit Member desires to use and the requested date(s) for such use. The supervisor may not unreasonably deny the Bargaining Unit Member's request to use accrued compensatory time. Except in emergency situations, a Bargaining Unit Member shall submit a request to use compensatory time a minimum of three (3) work days in advance of the time desired off unless the supervisor agrees to lesser notice.

4. After a Bargaining Unit Member has used any or all of the Bargaining Unit Member's accumulated compensatory time, the Bargaining Unit Member may accumulate additional compensatory time up to the eighty (80) hour maximum. If the Bargaining Unit Member's request to use compensatory time is denied, the Bargaining Unit Member shall have the option to request to receive cash payment for the overtime worked. Upon termination of employment for any reason, a Bargaining Unit Member shall be paid for unused compensatory time at the rate in effect at the time of payment.

ARTICLE 8 – WORKING CONDITIONS

8.4 Calamity Days

Calamity days are days when schools are officially closed on a systemwide basis owing to disease epidemic, hazardous weather conditions, or other public calamity. Calamity days will be regular workdays for all Bargaining Unit Members assigned to ~~base operations~~, alarm monitoring and accident investigation, or any non-school building. Bargaining Unit Members shall be paid their scheduled regular rate of pay and shall be paid their straight time pay rates for all hours actually worked.

ARTICLE 10 – DISCIPLINE

10.2 Discipline Procedure/Conferences

A. - D. Current Contract Language

- E. The Union President or designee shall be notified immediately of any removal of a Bargaining Unit Member from the workspace. Following removal, the Bargaining Unit Member shall be reassigned to an alternative work location or placed on administrative leave. Such leave shall be paid unless Ohio Revised Code 3319.40 applies. Removal from regular assignment shall continue until the Bargaining Unit Member is otherwise directed by the Superintendent or designee.

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Except in the case of alleged violations resulting in removal of a Bargaining Unit Member from the workplace as set forth above, or other extenuating circumstances, all reasonable efforts will be made to initiate the administrative investigation process within five (5) working days, but in no case more than forty-five (45) working days, after the district becomes aware of the alleged violation.

10.9 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 a Bargaining Unit Member 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. - G. Current Contract Language

ARTICLE 15 – INSURANCE AND OTHER BENEFITS

15.8 Severance Pay

A. - B. Current Contract Language

- C. Severance pay benefits for an eligible bargaining unit member 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 the benefit if, at the time of death, the member was eligible for superannuation retirement benefits has at least five (5) consecutive years of active service with Columbus City Schools.

ARTICLE 16 – WAGES

16.1 Wages and Salary Schedule

A. Current Contract Language

B. Wage Increases

1. All bargaining unit employees shall receive 2.0% salary increase effective August 1, 2026. Effective August 3, 2024, all Bargaining Unit Members in Range 1 shall receive a \$1.30 per hour increase and all

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~~Bargaining Unit Members in Range 2 shall receive a 4% increase to the base salary/wage rate, plus step movement, if eligible.~~

~~2. All bargaining unit employees shall receive 2.0% salary increase effective August 14, 2027.~~

~~2. Stipends~~

~~Within forty-five (45) days of full ratification of this Agreement by OAPSE Local 581 and approval by the Board, all eligible Bargaining Unit Members shall receive a one-time lump sum payment of Two Hundred Dollars (\$200).~~

~~For the purposes of this paragraph 2, an "eligible" Bargaining Unit Member is one 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.~~

C. - D. Current Contract Language

E. Either party by April 1, 202~~8~~⁵, may file and serve on the other a Notice to Negotiate a reopener for the ~~second (2nd)~~ third (3rd) year of this Agreement on the following issues and the following only: ~~Excessive Use of Sick Leave (Section 10.9);~~ Insurance and Benefits (Sections 15.1-15.10); and Wages (Sections 16.1-16.4).

F. Current Contract Language

ARTICLE 18 – GENERAL PROVISIONS

18.2 Duration

This Agreement shall become effective upon ratification by the Union and adoption by the Board of Education and remain in effect through June 30, ~~2026~~2029.

APPENDIX D

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between OAPSE/AFSCME Local 581 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 Local 581 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.