

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOLEDO SCHOOL DISTRICT #237

AND

PUBLIC SCHOOL EMPLOYEES OF TOLEDO

SEPTEMBER 1, 2024 - AUGUST 31, 2027



Public School Employees of Washington / SEIU Local 1948

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1
2
3 **DECLARATION OF PRINCIPLES**

4 Participation of employees in the formulation and implementation of personnel policies affecting them
5 contributes to effective conduct of school business.

6 The efficient administration of the system of public instruction and well-being of employees requires
7 that orderly and constructive relationships be maintained between the parties hereto. Therefore,
8 employees, managers, and supervisors will treat one another- regardless of position-with dignity,
9 courtesy, trust, and respect. Disputes over the interpretation or application of this Declaration of
10 Principles shall not be subject to the arbitration process of this Agreement.

11
12 Subject to law and the paramount consideration of service to the public, employee-management
13 relations should be improved by providing employees an opportunity for greater participation in the
14 formulation and implementation of policies and procedures affecting the conditions of their
15 employment.

16
17 Effective employee-management cooperation requires a clear statement of the respective rights and
18 obligations of the parties hereto.

19
20 It is the intent and purpose of the parties hereto to promote and improve the efficient administration of
21 the District and the well-being of employees within the spirit of the Public Employees Collective
22 Bargaining Act, to establish a basic understanding relative to personnel policies, practices and
23 procedures, and to provide means of amicable discussion and adjustment of matters of mutual interest.
24
25
26

27 **PREAMBLE**

28
29 This agreement is made and entered into between Toledo School District Number 237 (hereinafter
30 “District”) and Public School Employees of Toledo, an affiliate of Public School Employees of
31 Washington/SEIU Local 1948 (hereinafter “Association”).

32
33 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations
34 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the
35 parties agree as follows.
36
37
38

39 **ARTICLE I**

40
41 **RECOGNITION AND COVERAGE OF AGREEMENT**

42
43 **Section 1.1.**

44 The District hereby recognizes the Association as the exclusive representative of all employees in the
45 bargaining unit described in Section 1.4, and the Association recognizes the responsibility of
46 representing the interests of all such employees.
47
48



1 **Section 1.2.**

2 Nothing contained herein shall be construed to include in the bargaining unit any person whose duties
3 as deputy, administrative assistant, or secretary, or transportation supervisor necessarily imply a
4 confidential relationship to the board of directors or superintendent of the District pursuant to
5 RCW 41.56.030 (2).
6

7 **Section 1.3.**

8 Descriptions for all positions subject to this agreement will be made available to employees and by this
9 reference incorporated herein. Modification of existing positions, or the creation of new positions,
10 shall require reopening of this agreement pursuant to Article XVIII, Section 18.3.
11

12 **Section 1.4.**

13 The bargaining unit to which this agreement is applicable shall consist of all classified employees in
14 the following general job classifications: Bus Driver, Mechanic, and Van Driver. Pursuant to PERC
15 rules, substitute employees working thirty (30) days or more in a school year are recognized as
16 bargaining unit employees; provided, however, that Schedule A is the sole provision of this agreement
17 applicable to bargaining unit substitutes.
18
19
20

21 **ARTICLE II**

22 **RIGHTS OF THE EMPLOYER**

23 **Section 2.1.**

24 It is expressly agreed that all rights which ordinarily vest in and are exercised by school districts,
25 except such as are expressly relinquished herein, are reserved to and shall continue to vest in the school
26 district. This shall include this enumeration being merely by way of illustration and not by way of
27 limitation the right to:
28
29

30 Manage the school district and direct the work force including the right to hire and to suspend,
31 discipline or discharge employees.
32

- 33 A. Transfer employees to positions deemed appropriate.
 - 34 B. Layoff or relieve employees from duty because of lack of work or for other reasons.
 - 35 C. Make such operating changes as are deemed necessary for the efficient and economical
36 operation of the school district, including the right to change the normal work week,
37 number of hours normally worked during the week, length of the normal work day, the
38 hours of work, the beginning and ending time of each shift or assignment and the
39 number of shifts to be operated.
 - 40 D. Determine the qualifications of all employees.
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ARTICLE III

RIGHTS OF EMPLOYEES

Section 3.1.

It is agreed that all employees subject to this agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the superintendent and to the board of directors of the District. The District shall take whatever action required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the District to encourage or discourage membership in any employee organization.

Section 3.2.

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or to his immediate supervisor and to the superintendent in accordance with District policy and administrative procedures.

Section 3.3.

Employees of the units subject to this agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors as provided in the grievance procedure.

Section 3.4.

Each employee reserves the right to delegate any right or duty contained in this agreement, exclusive of compensation for services rendered, to appropriate officials of the Association.

Section 3.5.

The District and the Association are committed to a policy of equal opportunity without regard to an employee's sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, or disability.

Section 3.6.

Employees and former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. No other personnel file shall be kept anywhere in the District, provided that any file for the disposition of grievances shall be maintained separately from the employee's personnel file. All dispositions of grievances shall be destroyed one year after the date the decision was rendered. The employee personnel file shall be reviewed in a private place provided in the District personnel office. Anyone, at the employee's request, may be present at this review.

Each employee's personnel file shall contain the following items of information: evaluations, employment history, payroll records, educational records, and health records. No derogatory or evaluation material shall be kept in the employee personnel file without being shown to the employee within ten (10) days of its receipt or creation by the District. The employee and the personnel department secretary shall sign an inventory sheet to verify contents of the personnel file prior to each review of the file by the employee. No material may be removed from the file except as provided for below. Upon request, a single copy of any document(s) shall be provided to the employee. Materials

1 from the personnel file reviewed by an employee and judged by the employee to be derogatory to
2 his/her conduct, service, character, or personality may be answered and/or refuted in writing. Such
3 written response shall become a part of the written personnel records and kept in the file. Derogatory
4 material contained in the file may be removed, upon request of the employee and with mutual
5 agreement of the District, one (1) calendar year after its placement in the file. Disagreement by an
6 employee with the appropriateness of the content of materials filed in the employee's personnel file
7 may be a matter to be pursued by the grievance procedure. Any material not shown to an employee by
8 the District shall not be allowed in any disciplinary action against the employee.

9
10 **Section 3.7.**

11 The primary purpose of installed video cameras is to maintain student discipline and safety. Video can
12 be used to supplement annual job performance evaluations, but will not be used for the annual
13 evaluation itself, and can be used for discipline follow-up and retraining purposes. Employees and
14 their authorized union representatives will be allowed to review the tape(s) of video camera(s) when
15 there is an issue of student or employee misconduct. Viewing of video will be done in such a manner
16 that the privacy of the driver and students are protected. The employee's permission will be obtained
17 before tapes are used for training purposes.

18
19 **Section 3.8. Harassment.**

20 Information about the District's sexual harassment policy will be conspicuously posted throughout
21 each school building, provided to each employee, and reproduced in the employee handbook.

22
23 **Section 3.9. Equity, Diversity, and Inclusion.**

24 Classified staff will receive equity, diversity, inclusion, and cultural competency training as required
25 by SB 5044. Such training will be scheduled by the District.

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27
28
29 **ARTICLE IV**

30
31 **RIGHTS OF THE ASSOCIATION**

32
33 **Section 4.1.**

34 The Association has the right and responsibility to represent the interests of all employees in the unit;
35 to present its views to the District on matters of concern, either orally or in writing; to consult or be
36 consulted with respect to the formulation, development, and implementation of industrial relations
37 matters and practices which are within the authority of the District; and to enter collective negotiations
38 with the object of reaching an agreement applicable to all employees within the units.

39
40 **Section 4.1.1.**

41 The District shall not enter into any contract which will result in work being provided,
42 supervised, or otherwise influenced by any person or persons, organization, group or company
43 other than persons directly employed by the District or by the Association except that any such
44 contract shall expressly specify that Association members be offered employment by seniority
45 at their current wage and benefit levels.

1 **Section 4.2.**

2 The Association shall promptly be notified by the District of any grievance or disciplinary actions of
3 any employee subject to the provision of this agreement in accordance with the provisions of the
4 Discharge and Grievance Procedure Article contained herein. The Association is entitled to have an
5 observer at hearings conducted by any District official or body arising out of grievance and to make
6 known the Association’s views concerning the case, provided that an observer for the Association may
7 attend such hearings only with the permission of the affected employee.

8
9 **Section 4.3.**

10 Each employee hired during the term of this agreement will be provided with a copy of this agreement
11 (printed and supplied by PSE) and specifically apprised of the Union security provisions contained
12 therein.

13
14 **Section 4.4.**

15 The Association reserves and retains the right to delegate any right or duty contained herein to
16 appropriate officials of the Public School Employees of Washington/SEIU Local 1948 state
17 organization.

18
19 **Section 4.4.1.**

20 Whenever any representative of the Association or any employees are mutually scheduled
21 during work hours by the parties to participate in negotiations, grievance proceedings,
22 conference or meeting, they shall be paid by the District their appropriate rate of pay as per
23 contract.

24
25 **Section 4.5.**

26 The president of the Association and his designated representatives will be provided time off without
27 loss of pay to an aggregate total maximum of six (6) days per year to attend regional or state meetings
28 when the purpose of those meetings is in the best interest of the District as determined by the District
29 administration. The Association agrees to indemnify and hold harmless the District with respect to any
30 litigation and/or damages which arise out of the operation and implementation of this provision. No
31 days off will be allowed during the first or last day of the school year or during student ridership week.

32
33 **Section 4.6.**

34 Visitation rights, within reason, shall be granted to the designated representative of the Public School
35 Employees of Washington/SEIU Local 1948 to visit with employees in the appropriate bargaining
36 units for purposes of grievance procedure and/or general information data. The visiting delegate shall
37 notify the school district of his arrival. Such meetings shall not obstruct or hamper the flow of work.

38
39 **Section 4.7.**

40 The District shall provide a bulletin board space in each school for the use of the Association. The
41 bulletins posted by the Association are the responsibility of the officials of the Association. Each
42 bulletin shall be signed by the Association official responsible for its posting. Unsigned notices or
43 bulletins may not be posted. There shall be no other distribution or posting by employees or the
44 Association of pamphlets, advertising, political matters, notices of any kind, or literature on District
45 property, other than herein provided. The District reserves the right to post notices, announcements,
46 etc., which are of interest and concern to Association members.



1 **Section 5.5.**

2 For greater participation in the formulation and implementation of policies and procedures, the
3 employees shall have the right to meet and confer on the school calendar.
4
5
6

7 **ARTICLE VI**

8
9 **ASSOCIATION REPRESENTATION**

10
11 **Section 6.1.**

12 The Association will designate a conference committee of three (3) members who will meet with the
13 superintendent of the District and the superintendent’s representatives on a mutually agreeable regular
14 basis to discuss appropriate matters. If there is a change in chapter leadership, PSE of Toledo will
15 notify the Toledo School District and PSE/SEIU Local 1948 in writing within two (2) days of such
16 change.
17
18
19

20 **ARTICLE VII**

21
22 **HOURS OF WORK AND OVERTIME**

23
24 **Section 7.1.**

25 Each employee shall be assigned to a definite route with designated times of beginning and ending,
26 which shall not be changed without five (5) working days prior notice to the employee, or by mutual
27 consent between the Association and the District where an emergency exists or where overtime is
28 necessary.
29

30 **Section 7.2.**

31 The work week shall normally consist of five (5) consecutive days, Monday through Friday, followed
32 by two (2) consecutive days of rest, Saturday and Sunday. For the purposes of the calculation of
33 overtime, the work week will be considered as starting at 12:00 a.m. on Monday and as ending at
34 11:59 p.m. of the following Sunday night.
35

36 **Section 7.3.**

37 In the event of an unusual school closure due to inclement weather, plant inoperation, or the like, the
38 District will make every effort to notify each employee to refrain from coming to work. Employees
39 reporting to work shall receive a minimum of one (1) hour’s pay at their regular route rate in the event
40 of such a closure; provided, however, the District may require one (1) hour’s work for such show up or
41 the employee may return home; provided further, no employee shall be entitled to any such
42 compensation in the event he has been actually notified by the District of the closure prior to leaving
43 home for work.
44

45 **Section 7.4.**

46 Employees required to work through their regular lunch periods will be given time to eat at a time
47 agreed upon by the employee and supervisor. In the event the District requires an employee to forego



1 a lunch period and the employee works the entire shift, including the lunch period, the employee shall
2 be compensated for the foregone lunch period.

3
4 **Section 7.5.**

5 Employees requested to work a shift regularly filled by a higher classification employee shall receive
6 compensation equal to that normally received by the employee in the higher classification, according
7 to their experience step.

8
9 **Section 7.6.**

10 Recognizing that personnel in the transportation classification present special shift problems, the
11 parties agree that shifts shall be established in that classification in relation to routes and driving times
12 requisite to fulfilling tasks assigned by the supervisor of transportation; provided, however, that
13 employees in the transportation classification shall be entitled to the benefits of Section 7.4 to the same
14 degree as any other employee. If there are thirty (30) minutes or less between assignments, the
15 driver's paid time shall continue uninterrupted. If there are more than thirty minutes between
16 assignments, drivers will receive a minimum of one (1) hour pay for each duty call. A duty call is
17 defined as any work other than the normal work shift and work day, noncontiguous with the normal
18 work shift or work day.

19
20 **Section 7.6.1.**

21 Drivers of handicapped students shall be paid for all directed time spent in the interest of the
22 school district. Employees holding the handicapped positions may be required by the District
23 to take additional training. Such training may include first aid, observation of handicapped
24 classes and/or special handling techniques. Additionally, the first ten (10) days of employment
25 as a driver for the handicapped shall be probationary period.

26
27 **Section 7.6.2. Posting and Assignment of Extra Trips.**

28 Extra trips and mid-week trips shall be assigned on a rotating seniority basis. A map indicating
29 directions and address of the destination will be provided. Credit cards shall be provided to all
30 drivers taking extra trips when needed.

31
32 **Weekly Bid.**

33 Extra trips shall be posted for driver consideration on Monday for assignment on Wednesday
34 for the following week. Postings shall include date of the trip, time of departure, origin and
35 destination, and type of activity. The posted bid week is Monday through Sunday. Extra trip
36 postings for non-school days will include thirty (30) minutes of paid time for pre-trip inspection
37 and other trip preparation. Eligible drivers who are interested in selecting extra trips must meet
38 with the supervisor/designee no later than 10:00 a.m. on Wednesday to bid on extra trips for the
39 next calendar work week (Monday through Sunday) or forfeit their choice of selection for that
40 week's posted trips. Drivers unable to attend the weekly bid due to other transportation work
41 assignment, route schedules (i.e., a p.m. only route), or due to illness/emergency or scheduled
42 time off may leave their selected choices, in order of preference, with the transportation office.
43 If their choices are selected by other drivers, assignment may be made by the supervisor upon
44 the driver's request.

45
46 **Mid-Week Bids.**

47 Extra trips that become available after the weekly bid will be posted and made available for bid
48 to all eligible drivers on a separate mid-week rotation bid board. Such trips shall be assigned at

1 least two (2) workdays prior to the time of departure, except in the case of emergencies. The
2 mid-week rotation will begin after the last assigned driver from the last mid-week trip. This
3 mid-week rotation is separate from the weekly bid.
4

5 Emergency Trips

6 Any trip with up to four (4) hours notice of its schedule leave time may be assigned to any
7 driver available regardless of seniority.
8

9 Extra Trip Assignments.

10 Once a driver has accepted an extra trip assignment, it is his/her responsibility to drive the trip.
11 A driver absent for any portion of their regular assigned routes will not be eligible for any extra
12 trips that day. Drivers must notify the Transportation Supervisor as soon as possible if for any
13 reason they are not able to fulfill their trip assignment. An unexcused absence will result in the
14 driver losing their eligibility to drive or bid an extra trips during the following week. Excused
15 absences are only those that are authorized for illness or emergencies.
16

17 The transportation supervisor/designee may assign extra trips to available drivers, including
18 substitutes, if the trip was not selected by any driver or in an emergency situation. Drivers may
19 not decline trips assigned by the supervisor in these circumstances. A driver's placement on
20 the mid-week rotating bid board will not be affected when assigned a trip in this manner.
21

22 Overnight Trips.

23 Overnight trips shall be posted no later than eight (8) days prior to date of trip, said trip will be
24 assigned five (5) days prior to trip date according to seniority.
25

26 **Section 7.6.2.1.**

27 If an assigned extra trip is moved to a different day, the assigned driver may choose to
28 keep the trip. However, if the driver declines or is unable to drive the trip on the new
29 day, the extra trip will be reposted and it will not result in an unexcused absence against
30 the original assigned driver.
31

32 **Section 7.6.3.**

33 All drivers subject to this agreement shall be paid a minimum of three and one half (3.5) hours
34 daily, which includes a twenty-five (25) minute a.m. pre-trip and a twenty (20) minute post-trip
35 inspection. Pre- and post-trip paid time includes bus inspection, the driver responding to email,
36 checking weather reports, addressing student/parent complaints, or student issues as required.
37

38 **Section 7.6.4.**

39 In calculating daily hours, in transportation, time shall be rounded to the nearest five (5)
40 minutes by the driver before and after each run or trip that they do; however, in calculating the
41 final monthly payroll, the total hours shall be rounded to the next one-quarter (¼) hour.
42

43 **Section 7.6.5.**

44 Any driver taking an overnight trip or a day trip of four (4) hours or more, which is not a
45 regular scheduled daily run, shall have meal intervals and be reimbursed at the current per diem
46 meal allowance rate. Day trips of 4-5 hours are eligible for one (1) meal; 5-8 hour trips are
47 eligible for two (2) meals; and trips over 8 hours are eligible for three (3) meals. Upon request,

1 the driver may receive the meal allowance for overnight trips or day trips over eight (8) hours
2 prior to the scheduled trip. Such request must be made at the time the trip is assigned.
3

4 **Section 7.6.6.**

5 All extra school sponsored, supervised trips, or activity runs out the District in school buses,
6 shall be coordinated through the transportation department and provided further that all such
7 trips shall be posted and bid out according to this agreement on a rotation basis. Exception: in
8 the event nine (9) students or less are transported in a District, other than bargaining unit drivers
9 may be used; provided however, that such transportation shall be limited to one (1) vehicle per
10 team. Exceptions would be made for all ASB/Self-funded clubs such as FCCLA, Life Skills,
11 and Cheer. Sports teams such as basketball, wrestling, baseball, track, and soccer may use two
12 (2) vans when traveling to state tournaments or a distance of 150 miles or more one way. If for
13 any reason the transportation supervisor finds this unfeasible, the supervisor shall notify the Union
14 representative to work toward a mutually acceptable resolution.
15

16 **Section 7.6.6.1.**

17 Upon mutual agreement of the Association and the District, the District may use charter
18 buses for student transportation on long trips that create a special burden on the students
19 being transported.
20

21 **Section 7.7.**

22 Overtime assignments shall be distributed in accordance with the rotation provisions. The District
23 agrees to provide employees with as much advance notice of overtime requirement as is practicable in
24 the circumstance.
25

26 **Section 7.7.1.**

27 Bus drivers will be paid one and one-half (1½) times their regular hourly rate for compensated
28 hours over forty (40) hours per week. Scheduled overtime must be approved in advance by the
29 supervisor. No driver shall knowingly bid into overtime.
30

31 **Section 7.7.2.**

32 All employees called for emergency service shall receive no less than one (1) hour per call at
33 the regular hourly rate. Emergency service shall be defined as any work other than the normal
34 work shift, work day, or extra trip noncontiguous with the normal work shift, work day, or
35 extra trip.
36

37 **Section 7.8.**

38 For the school year, the following will prevail on overnight trips.
39

40 **Section 7.8.1.**

41 Day of departure and return, if preempted: driver will be guaranteed their regular home to
42 school bid day, if total driving is less than regular home to school bid.
43

44 **Section 7.8.2.**

45 Drivers on extra trips required to remain overnight on days between departure and return shall
46 receive a minimum of eight (8) hours or actual driving time, whichever is greater, at their
47 regular driver rate.
48

1 **Section 7.8.3.**

2 Overnight trips will be posted eight (8) days prior to date of trip, also said trips will be assigned
3 five (5) days prior to date of trip.
4

5 **Section 7.9.**

6 Drivers taking extra trips on non-school days shall be guaranteed a minimum of four (4) hours pay.
7

8 **Section 7.10.**

9 Any regular assignment such as kindergarten runs shall be guaranteed one (1) hour or actual driving
10 time, whichever is greater.
11
12
13

14 **ARTICLE VIII**

15 **HOLIDAYS AND VACATIONS**
16
17

18 **Section 8.1.**

19 The District shall pay holiday pay for employees. Such pay is to be paid at the end of the school year
20 or upon receipt of last check for termination. To receive said holiday pay, employees must work the
21 day prior to the holiday or the day following the holiday.
22

23 **Section 8.1.1.**

24 All employees shall be entitled to the following paid holidays:

- | | |
|------------------------------|----------------------------------|
| 25 1. New Year's Day | 26 6. Labor Day |
| 27 2. Martin Luther King Day | 28 7. Veterans' Day |
| 29 3. Presidents' Day | 30 8. Thanksgiving Day |
| 31 4. Memorial Day | 32 9. Day after Thanksgiving Day |
| 33 5. Juneteenth | 34 10. Christmas Day |

35 **ARTICLE IX**

36 **LEAVES**

37 **Section 9.1. Illness, Injury or Emergency Leave.**

38 **Section 9.1.1.**

39 Each employee shall accumulate one and thirty-three hundredths (1.33) days of leave for
40 absence due to physical disability, including that caused by pregnancy, childbirth and recovery
41 therefrom, illness, injury or emergency for each calendar month worked; provided, however,
42 than no employee shall accumulate less than twelve (12) days of leave per school year. An
43 employee who works eleven (11) working days in any calendar month will be given credit for
44 the full calendar month. Leave shall be vested when earned. The District shall project the
45 number of annual days of leave at the beginning of the school year according to the estimated
46 calendar months the employee is to work during that year. The employee shall be entitled to
47 the projected number of days of leave at the beginning of the school year. Leave benefits shall
48



1 be paid on the basis of base hourly rate applicable to the employee’s normal daily work shift;
2 provided, however, that should an employee’s normal daily work shift increase or decrease
3 subsequent to an accumulation of days of leave, leave benefits will be paid in accordance with
4 the employee’s normal daily work shift at the time the leave is taken, and the accumulated
5 benefits will be expended on an hourly rather than a daily basis.
6

7 Upon application to the supervisor of transportation in as timely a manner as possible, the
8 employee may apply for emergency leave.
9

10 **Section 9.1.2.**

11 In the event employees are absent for reasons which are covered by industrial insurance, the
12 District shall pay the employee an amount equal to the difference between the amount paid the
13 employee by the Department of Labor and Industries and the amount the employee would
14 normally earn. A deduction shall be made from the employee’s accumulated sick leave in
15 accordance with the amount paid to the employee by the District.
16

17 **Section 9.1.3.**

18 Employees who have accrued sick leave while employed by a public school district,
19 educational agency, or institute of higher learning in the state of Washington shall be given
20 credit for such accrued sick leave upon employment by the District.
21

22 **Section 9.1.4.**

23 Employees shall be able to cash out accrued sick leave in accordance with RCW 28A.400.210.
24

25 **Section 9.2. Birth or Adoption of a Child.**

26 The District shall grant leave upon the same terms to male employees as is available to female
27 employees upon the birth or adoption of the employee’s child. Leave shall be granted upon the same
28 terms to employees who become adoptive parents or stepparents, at the time of birth or initial
29 placement for adoption of a child under the age of six (6), as is available to employees who become
30 biological parents. Such leave is available only when the child lives in the employee’s household at
31 the time of birth or initial placement as per board policy 5403.
32

33 **Section 9.3. Judicial Leave.**

34 In the event an employee is summoned to serve as a juror, or summoned to appear when named as a
35 codefendant with the District, such employee shall receive a normal day’s pay for each day of required
36 presence in court. In the event that an employee is a party in a court action, such employee may
37 request an unpaid leave of absence for required court appearances.
38

39 **Section 9.4. Leave of Absence.**

40
41 **Section 9.4.1.**

42 Upon recommendation of the immediate supervisor through administrative channels to the
43 superintendent, and upon approval of the board of directors, an employee may be granted a
44 leave of absence for a period not to exceed one (1) year; provided, however, if such leave is
45 granted due to extended illness, one (1) additional year may be granted.
46



1 **Section 9.4.2.**

2 The returning employee will be assigned to the position occupied before the leave of absence.
3 Employees hired to fill positions of employees on leave of absence will be hired for a specific
4 period of time, during which they shall be subject to all provisions of this agreement. It shall
5 be the responsibility of the employer to inform replacement employees of these provisions.
6

7 **Section 9.4.3.**

8 The employee will retain accrued sick leave, vested vacation rights, and seniority rights while
9 on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while
10 the employee is on leave of absence; provided, however, that if such leave is approved for
11 extended illness or injury, seniority shall accrue.
12

13 **Section 9.5. Bereavement.**

14 Each employee shall be entitled to a maximum of five (5) days leave per year, with pay, for absences
15 caused by death of an employee’s child, spouse, parent, step-parent, grandparent, grandchild, sibling,
16 brother-in-law, sister-in-law, parent-in-law, niece, nephew or stepchild. The first two (2) days of
17 Bereavement Leave shall not be deducted from the employee's illness, injury, and disability leave. The
18 remaining allowable three (3) days shall be deducted from said leave.
19

20 **Section 9.6. State Family Leave.**

21 Each employee shall be entitled to use a choice of accrued sick leave or other paid leave for absences
22 caused by an employee’s child under the age of eighteen (18) with a health condition that requires
23 treatment or supervision, a child of the employee over the age of eighteen (18) who is incapable of
24 self-care, or a spouse, parent, step-parent, grandparent, grandchild, sibling, brother-in-law, sister-in-
25 law, or parent-in-law of the employee who has a serious health condition or an emergency condition.
26 The definitions of the family relationships are spelled out in RCW 49.12.265. An employee may not
27 take advance leave until it has been earned.
28

29 **Section 9.7. Federal Family Leave.**

30 Every employee of the district who has worked for the district at least one (1) year and worked at least
31 1,250 hours in the preceding year is entitled to twelve (12) workweeks of family leave during any
32 twelve (12) month period to:
33

- 34 a. Care for a newborn child, an adopted child of the employee who is under the age of
35 eighteen (18) at the time of placement for adoption, or a newly placed foster child; or
- 36 b. Care for a spouse, parent or child of the employee who has a serious health condition, or
37 the employee may obtain leave for a personal health condition if it renders the employee
38 unable to perform his or her job.
39

40 (See board policy 5404.)
41

42 **Section 9.8. Leave Sharing.**

43 The District shall establish and administer a leave sharing program pursuant to RCW 28A.400.380.
44

45 **Section 9.9. Personal Leave.**

46 Each employee shall be entitled to two (2) days personal leave paid per year. Personal leave is not
47 deducted from sick leave and is noncumulative. Whenever possible, forty-eight (48) hours notice will
48 be provided. Only one (1) personal day may be used in conjunction with a holiday. Requests for



1 personal leave will be responded to within twenty-four (24) hours of being submitted. Approved
2 personal leave will only be rescinded in case of extreme emergency. Drivers may cash out unused
3 personal leave at the end of the school year.
4

5 **Section 9.10. Attendance Incentive.**

6 At the end of each trimester, the District shall provide one and one-half (1.5) days of pay at the
7 employee’s regular rate of pay to any employee who has been employed for the entire trimester and
8 who has not used any leave days; provided, no employee shall be penalized for use of State Family
9 Leave (Section 9.6). Sick leave cash out does not affect this provision. For year-round employees,
10 summer break is exempt from this benefit.
11

12 **Section 9.11. Paid Family and Medical Leave (PFML).**

13 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington
14 State Family and Medical Leave and Insurance Act.
15

16 To be eligible for Paid Family and Medical Leave, employees must have worked a minimum of eight
17 hundred and twenty (820) hours within the past calendar year. Such leave shall be used consecutively
18 with an employee’s accrued paid leave. The employee shall elect the order such leave shall be utilized.
19 The District shall pay its required share of the payroll premium to fund this leave.
20

21 **Section 9.12.**

22 Employes wishing to coordinate PFML benefits with accrued sick leave and/or unpaid leave must
23 contact Payroll/HR.
24
25
26

27 **ARTICLE X**

28 **PROBATION, SENIORITY AND LAYOFF PROCEDURES**
29
30

31 **Section 10.1.**

32 The seniority of an employee within the bargaining unit shall be established as of the date on which the
33 employee began continuous daily employment within job classification as specified in Section 1.4,
34 (hereinafter “hire date”) unless such seniority shall be lost as hereinafter provided.
35

36 **Section 10.2.**

37 Each new hire shall remain in a probationary status for a period of not more than ninety (90) working
38 days following the hire date. During the probationary period the District may discharge such employee
39 at its discretion.
40

41 **Section 10.3.**

42 At the completion of the probationary period, a new hire employee will have full seniority rights
43 effective with the hire date and will be subject to applicable rights and duties contained in this
44 agreement retroactive to the hire date.
45
46
47



1 **Section 10.4.**

2 The seniority rights of an employee shall be lost for the following reasons:

- 3
4 A. Resignation;
5 B. Discharge for justifiable cause; or
6 C. Retirement.

7
8 **Section 10.5.**

9 Seniority rights shall not be lost for the following reasons, without limitation:

- 10
11 A. Time lost by reason of industrial accident, industrial illness or judicial leave;
12 B. Time on leave of absence granted for purpose of serving in the Armed Forces of the
13 United States;
14 C. Time spent on other authorized leaves;
15 D. Time spent in layoff status as hereinafter provided; or
16 E. Time spent in the supervisory position. Any driver selected to serve in this position
17 shall continue to earn seniority and shall retain driving privileges in emergency
18 situations.

19
20 **Section 10.6.**

21 Seniority rights shall be effective within the general job classification. As used in this agreement,
22 general job classifications are those set forth in Article I, Section 1.4.

23
24 **Section 10.6.1.**

25 For purposes of bidding for new or open positions and layoffs, seniority rights shall be effective
26 within the employee's job classification within the general job classification: pupil
27 transportation. For purposes of bidding on increases and deletions of hours to existing route
28 packs and assignment of extra trips, seniority rights shall be effective within the job title of bus
29 driver or Van Driver.

30
31 **Section 10.7.**

32 The employee with the earliest hire date within job classification shall have absolute preferential rights
33 regarding shift selection, extra work hours, and vacation periods. The employee with the earliest hire
34 date within job classification shall have preferential rights regarding promotions, assignment to new or
35 open jobs or positions, and layoffs when ability and performance are substantially equal with junior
36 employees. If the District determines that seniority rights should not govern because a junior
37 employee possesses ability and performance substantially greater than a senior employee or senior
38 employees, the District shall set forth in writing to the employee or employees and the organization's
39 grievance committee chairperson its reasons why the senior employee or employees have been
40 bypassed.

41
42 **Section 10.8.**

43 The District shall publicize within the bargaining unit the availability of open positions and their
44 location as soon as is practicable after the District is apprised of the opening. Open positions shall not
45 be filled by the District until interested employees have had at least five (5) work days to apply.
46 Increases and deletions of hours to route packs and all other existing position shall be posted in
47 accordance with the provision. The Association President shall be notified of any such increase,
48 additions or deletions by the immediate supervisor or dispatcher. Additional route packs in

1 transportation shall be considered new positions and shall also be posted in accordance with this
2 provision. The requirements of posting a vacancy may be waived if the senior driver eligible to bid on
3 the position is appointed to fill the vacancy. The dispatcher, with approval of the Supervisor of
4 Transportation shall assist the additional run or increased time to the route pack which he feels
5 compliments the working hours “best fits in” with the existing route pack. Increases or deletions of
6 thirty (30) minutes or more shall be subject to bid as specified in Section 10.7; special education routes
7 are exempt. Changes that affect fifty percent (50%) or more of the route packs shall require that all
8 route packs be posted for bid.

9
10 **Section 10.9.**

11 Regular runs (route packs) shall be established by the Supervisor of Transportation at the beginning of
12 the school year. These new or open route packs shall be selected by drivers in accordance with
13 seniority during District in-service prior to the start of the school year. Route packs will be available
14 prior to said District in-service. Hours awarded at this bid will be guaranteed for the remainder of the
15 school year; except as provided in Section 10.8. These tentative route packs shall have buses assigned
16 to them based on the following criteria:

- 17
18 A. Newer buses will usually be assigned to route packs with the most miles.
19 B. Capacity of the vehicles for student passengers.
20 C. Suitability of the bus to run or route pack. The suitability factors include mechanical
21 condition of the bus (new or rebuilt), gear ratios for efficiency of fuel consumption, and
22 turning radius.

23
24 An employee may bump to another job assignment with ten (10) working days of the initial
25 assignment. Bumping will be according to the seniority provisions of Section 10.7.

26 Mid-day runs will be posted as soon as practical after in-service bidding.

27
28 **Section 10.10.**

29 In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the
30 District according to seniority within the classifications affected by such layoff. In the event that the
31 District re-establishes the layoff positions or makes additional classified positions available, such
32 employees are to have priority, by seniority, in filling any opening within the classification(s) held
33 prior to layoff. Names shall remain on the reemployment list for one (1) year.

34
35 **Section 10.10.1.**

36 Individuals whose names are on the reemployment list, who elect to accept a position with the
37 District which is substantially less than the position previously held, shall remain an active
38 name on the reemployment list.

39
40 **Section 10.10.2.**

41 The District shall notify any and all employees on the re-employment list of reestablished or
42 additional classified positions within a reasonable amount of time prior to the award of such
43 positions. Notification shall include the job description(s) and effective employment date.

44
45 **Section 10.11.**

46 An employee on layoff status shall file his address in writing with the personnel office of the District
47 and shall thereafter promptly advise the District in writing of any change of address.

1 **Section 10.12.**

2 An employee shall forfeit rights to reemployment as provided in Section 10.13, or if he does not
3 respond to the offer of reemployment within fifteen (15) days.
4

5 **Section 10.13.**

6 An employee on layoff status who rejects an offer by the District in writing of reemployment forfeits
7 seniority and all other accrued benefits, provided that such employee is offered a position substantially
8 equal to that held prior to layoff.
9

10 **Section 10.14.**

11 Employees on layoff status may elect to be placed at the top of the substitute list by seniority.
12
13
14

15 **ARTICLE XI**

16 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

17
18 **Section 11.1.**

19 The District shall have the right to discipline or discharge an employee for justifiable cause.
20
21

22 **Section 11.2. Notification to Non-Annual Employees.**

23 This section is intended to be applicable to those employees whose duties necessarily imply less than
24 twelve (12) months (excluding vacations) work per year.
25

26 **Section 11.2.1.**

27 Should the District decide to discharge or layoff any non-annual employee, the employee shall
28 be so notified in writing prior to the expiration of the school year.
29

30 **Section 11.2.2.**

31 Nothing contained herein shall be construed to prevent the District from discharging an
32 employee for acts of misconduct occurring after the expiration of the school year.
33

34 **Section 11.2.3.**

35 Nothing contained in this section shall in any regard limit the operation of other sections of this
36 article.
37

38 **Section 11.3.**

39 Except in extraordinary cases, and as otherwise provided in this article, the District will give
40 employees two (2) weeks' notice of intention to discharge or layoff.
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ARTICLE XII

INSURANCE AND RETIREMENT

Section 12.1. Insurance.

Employee benefits shall be provided consistent with the School Employees Benefits Board Program.

Section 12.2.

The District shall provide tort liability coverage for all employees subject to this agreement.

Section 12.3.

The District shall make required contributions for state industrial insurance on behalf of all employees subject to this agreement.

Section 12.4.

The District shall make contributions to the Washington State Unemployment Compensation Fund, or its equivalent, requisite to providing unemployment benefits for all employees subject to this agreement.

Section 12.5.

In determining whether an employee subject to this agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

ARTICLE XIII

VOCATIONAL TRAINING

Section 13.1.

Time spent in the annual inservice shall be compensated at the hourly regular route rate of pay for all employees.

Section 13.2.

Employees shall be compensated for all other non-driving time spent in the interest of the District. This time shall include required staff meetings, safety meetings, training, conference, and discussions with supervisors.

ARTICLE XIV

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 14.1.

The District shall deduct PSE dues from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the Public School Employees of Washington/SEIU Local 1948 on a monthly basis.



1
2 **Section 14.2. COPE (Committee on Political Empowerment).**

3 The District shall, upon receipt of a written authorization form that conforms to legal requirements,
4 deduct from the pay of such bargaining unit employee the amount of contribution the employee
5 voluntarily chooses for deduction for political purposes and shall transmit the same to Public School
6 Employees of Washington/SEIU Local 1948. The employee may revoke the request at any time,
7 provided the employee adheres to the revocation process required by the Public School Employees of
8 Washington/SEIU, Local 1948.

9
10 **Section 14.3.**

11 The Association will indemnify, defend, and hold the District harmless against any claims, suits,
12 orders, and/or judgments against the District on account of any check-off of Association dues, services
13 charges, or voluntary political contributions.

14
15 **Section 14.4.**

16 The District will provide the following employee information to the Association and PSE, provided the
17 District has such information:

- 18
19 A. Name
20 B. Home address
21 C. Personal phone
22 D. Personal email (if a member offers)
23 E. Job classifications and title
24 F. Work location
25 G. Date of hire
26 H. Hourly rate of pay
27

28 Such information will be provided in a digital file format and will be provided within twenty-one (21)
29 business days of the hire date for each newly hired employee and every one-hundred and twenty (120)
30 business days for all employees in the Association.

31
32
33 **ARTICLE XV**

34
35 **GRIEVANCE PROCEDURE**

36
37 **Section 15.1.**

38 Grievances or complaints arising between the District and its employees within the bargaining unit
39 defined in Article I herein, with respect to matters dealing with the interpretation or application of the
40 terms and conditions of this agreement, shall be resolved in strict compliance with this article.
41
42

43 **Section 15.2. Grievance Steps.**

44
45 **Section 15.2.1.**

46 The employee shall first discuss the grievance with his/her immediate supervisor. If the
47 employee wishes, they may be accompanied by an Association representative at such
48 discussion. All grievances not brought to the immediate supervisor in accordance with the

1 preceding sentence within thirty (30) days of the occurrence of the grievance shall be invalid
2 and subject to no further processing.

3
4 **Section 15.2.2.**

5 If the grievance is not resolved to the employee's satisfaction in accordance with the preceding
6 subsection, the employee shall reduce to writing a statement of the grievance containing the
7 following:

- 8
9 A. The facts on which the grievance is based;
10 B. A reference to the provisions in this agreement which have been allegedly
11 violated; and
12 C. The remedy sought.

13
14 The employee shall submit the written statement of grievance within ten (10) working days of
15 the discussion in Section 15.2.1 to the immediate supervisor for reconsideration and shall
16 submit a copy to the official in the administration responsible for personnel. The parties will
17 have five (5) working days from submission of the written statement of grievance to resolve it
18 by indicating on the statement of grievance the disposition. If an agreeable disposition is made,
19 all parties to the grievance shall sign it.

20
21 **Section 15.2.3.**

22 If no settlement has been reached within the five (5) days referred to in the preceding
23 subsection, and the Association believes the grievance to be valid, a written statement of
24 grievance shall be submitted within fifteen (15) working days to the District superintendent or
25 the superintendent's designee. After such submission, the parties will have ten (10) working
26 days from submission of the written statement of grievance to resolve it by indicating on the
27 statement of grievance the disposition. If an agreeable disposition is made, all parties to the
28 grievance shall sign it.

29
30 **Section 15.2.4.**

31 If no settlement has been reached within the ten (10) days referred to in the preceding
32 subsection, and the Association believes the grievance to be valid, a written statement of
33 grievance shall be submitted within fifteen (15) working days to the District board of directors.
34 After such submission the parties will have thirty (30) working days from submission of the
35 written statement of grievance to resolve it by indicating on the statement of grievance the
36 disposition. If an agreeable disposition is made, all parties to the grievance shall sign it. The
37 board of directors reserves the right to summon the employee for an oral statement of the
38 grievance. The employee reserves the right to appear before the board of directors to explain
39 the grievance. At the appearance before the board of directors, the employee may be
40 accompanied by the Association representative or designee.

41
42 **Section 15.2.5.**

43 If no settlement has been reached within the thirty (30) days referred to in the preceding
44 subsection, and the Association believes the grievance to be valid, the employee may demand
45 arbitration of the grievance. The grievance may be submitted by the Association to final and
46 binding arbitration. Such arbitration shall be conducted by an arbitrator under the rules and
47 administration of the American Arbitration Association. The parties to this agreement shall
48 then be bound by the rules and procedures of the American Arbitration Association. During the

1 arbitration under this step, neither the District nor the grievant will be permitted to asset any
2 grounds not previously disclosed to the other party. The arbitrator shall not have the power to
3 alter, modify, amend, add to, or subtract any of the terms of this agreement or substitute his
4 judgment for that of the parties.

5
6 **Section 15.3.**

7 The grievance or arbitrations shall take place whenever possible on school time. The employee shall
8 not discriminate against any individual employee or the Association for taking action under this article.
9

10
11
12 **ARTICLE XVI**

13
14 **TRANSFER OF PREVIOUS EXPERIENCE**

15
16 **Section 16.1.**

17 Any new hire who had just previously been employed by any school district in the State of
18 Washington, and is hired to perform work similar to that in which previously engaged, shall be given
19 longevity credits in the District in accordance with this article.
20

21 **Section 16.2.**

22 The longevity credit so transferred shall be applicable to all benefits herein including Schedule A,
23 except the seniority provisions.
24

25
26
27 **Section 16.3.**

28 District #237 substitute drivers shall be given first priority to bid on open route packs according to
29 seniority.
30
31

32
33 **ARTICLE XVII**

34
35 **SALARIES AND EMPLOYEE COMPENSATION**

36
37 **Section 17.1.**

38 Salaries, as pay for all hours worked, for employees subject to this agreement, during the term of the
39 agreement, are contained in Schedule A attached hereto and by this reference incorporated herein.
40

41 **Section 17.2.**

42 Salaries contained in Schedule A shall be for the entire term of this agreement, subject to the terms and
43 conditions of Section 18.3. Should the date of execution of this agreement be subsequent to the
44 effective date, salaries, including overtime, shall be retroactive to the effective date.
45

1 **Section 17.3.**

2 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this
3 agreement, or in the case of retroactive pay resulting from negotiations pursuant to Section 18.3, on the
4 first regular pay day following agreement on such schedule.

5
6 **Section 17.4.**

7 Incremental steps, where applicable, shall take effect on September 1 of each year during the term of
8 this agreement, provided, employees shall receive increments during the initial year of employment
9 only if hired on or before the preceding January 1.

10
11 **Section 17.5.**

12 Each employee may receive a full accounting and itemization of authorized deductions, hours worked
13 and overtime paid with each paycheck by checking with their immediate supervisor. Errors in salary
14 amount which results in under payment must be corrected in the current payroll period if notification is
15 received in the payroll office by the tenth (10th) of the month. Subsequent checks shall then bear the
16 correct monthly salary. In the event of an over payment, the employee shall be notified prior to
17 deduction, and shall have the right to obtain an adjustment in order to avoid hardship.

18
19 **Section 17.6.**

20 When employees transfer from one classification to another, they shall retain their seniority rights.
21 Where possible they shall be placed on the salary step at the pay rate closest to, but not lower than,
22 their current rate. If this is not possible, the employee will be placed on the highest salary step of the
23 classification being transferred to.

24
25 **Section 17.7.**

26 Employees subject to this agreement who are required in the course of their employment to use their
27 personal vehicles for pupil transportation shall be reimbursed by the District at the approved IRS rate
28 for such travel. This amount may be adjusted every year.

29
30 **Section 17.8.**

31 Employees required to remain overnight on District business shall be reimbursed for room and board
32 expenditures.

33
34 **Section 17.9.**

35 A DOT medical examination required as a condition of employment shall be paid in full by the District
36 one time per year; provided, however, that the District will designate a specific physician and/or clinic.
37 Employees opting to use another physician certified to perform the CDL examination, as required by
38 federal statute, will be reimbursed for out-of-pocket expenses up to a maximum of \$125.00 per year.

39
40 **Section 17.9.1.**

41 Employees will be reimbursed for the cost to renew the CDL portion of their license as required
42 for their position.



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ARTICLE XVIII

TERMS AND SEPARABILITY OF PROVISIONS

Section 18.1.

The term of this agreement shall be September 1, 2024 to August 31, 2027.

Section 18.2.

All provisions of this agreement shall be applicable to the entire term of this agreement notwithstanding its execution date, except as provided in the following section.

Section 18.3.

This agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing; provided, however, that all state increases for classified salaries and benefits shall be passed through for each year of this agreement.

Section 18.3.1.

This Agreement shall be reopened as necessary to consider the impact of any legislation enacted which occurs following execution of this Agreement. Either party may demand the contract be reopened when legislation enacted affects the terms and conditions herein or creates authority to alter personnel practices in public employment.

Section 18.3.2.

The union/district shall have the right to open the contract at any time to deal with Health Insurance issues related to compliance with state or federal law and/or potential employee eligibility for subsidies or tax credits from the Federal government. The District agrees to cooperate with the union to the extent that the union requests do not cause the District to incur fines, taxes, sanctions or any substantial negative financial impact.

Section 18.4.

If any provision of this agreement or the application or any such provision is held invalid, the remainder of this agreement shall not be affected thereby.

Section 18.5.

Neither party shall be compelled to comply with any provision of this agreement which conflicts with state or federal statutes or regulations promulgated pursuant thereto.

Section 18.6.

In the event either of the two (2) previous sections is determined to apply to any provision of this agreement, such provision shall be renegotiated pursuant to Section 18.3.

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12 **SIGNATURE PAGE**
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22 PUBLIC SCHOOL EMPLOYEES OF
23 WASHINGTON / SEIU LOCAL 1948
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26 PUBLIC SCHOOL EMPLOYEES OF
27 TOLEDO #517
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TOLEDO SCHOOL DISTRICT #237

30 BY: */e-signed by Alicia Booker/*
31 Alicia Booker, Chapter President
32

BY: */signed by Heidi Buswell/*
 Heidi Buswell, School Board Chairman
33

34 DATE: *November 8, 2024*
35
36

DATE: *November 12, 2024*
37

BY: */e-signed by Brennan Bailey/*
 Brennan Bailey, Superintendent
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DATE: *November 12, 2024*
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Schedule A

| Schedule A PSE Drivers Toledo School District No. 237 September 1, 2024 - August 31, 2025 | | | | | | | |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | 7.65% | 7.65% | 7.65% | 7.65% | | 11% | 14% |
| POSITION | Year 1 | Year 2 | Year 3 | Year 4 | Year 7 | 10+ Years | 20+ Years |
| Driver/Mechanic | 26.49 | 27.09 | 27.70 | 28.32 | 28.82 | 29.37 | 30.34 |
| Bus Driver | 26.32 | 26.91 | 27.51 | 28.14 | 28.64 | 29.18 | 30.14 |
| Van Driver | 21.79 | 22.28 | 22.79 | 23.31 | 23.81 | 24.20 | 25.02 |

| Schedule A PSE Drivers Toledo School District No. 237 September 1, 2025 - August 31, 2026 | | | | | | | |
|---|--|--|--|--|--|--|--|
| * 3% increase or the legislatively authorized and funded IPD, whichever is greater. | | | | | | | |

| Schedule A PSE Drivers Toledo School District No. 237 September 1, 2026 - August 31, 2027 | | | | | | | |
|---|--|--|--|--|--|--|--|
| * 3% increase or the legislatively authorized and funded IPD, whichever is greater. | | | | | | | |

**An additional \$2.00 will be added to the hourly wage of driver trainers for any training hours worked (supervisor approved).

