

Memorandum of Agreement  
Between  
KTSEA and Kenmore Town of Tonawanda UFSD

WHEREAS, the Kenmore-Town of Tonawanda Union Free School District ("District") and the Ken-Ton School Employees Association ("KTSEA") are parties to a collective bargaining agreement ("CBA") with a term of 2017 - 2018; and


WHEREAS, the District and the KTSEA recognize the national shortage of school bus drivers; and

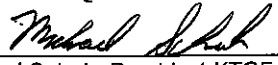
WHEREAS, the District and the KTSEA wish to create incentives for new and existing bus drivers in an effort to recruit additional drivers.

THEREFORE, IT IS HEREBY AGREED:

1. Persons hired on or after the effective date of this Memorandum of Agreement for the position of Bus Driver RPT with a New York State Commercial Driver's License with class "S" and class "P" endorsement, not previously employed as Bus Driver RPT by the District, will be awarded a \$1,000 signing bonus distributed in equal installments over a term of 10 months. The outstanding sum of the signing bonus to be paid will be forfeited at the point which any stage of progressive discipline must be engaged, the employee resigns, or is terminated.
2. The referral of persons on or after the effective date of this Memorandum of Agreement for the position of Bus Driver RPT not previously employed as Bus Driver RPT by the District, holding a New York State Commercial Driver's License with class "S" and class "P" endorsement, by any current member of KTSEA will result in a one-time payment of \$500 to the referring KTSEA member after 10 months of the referred bus driver's Board of Education appointment date. If at any point the referred bus driver is disciplined, resigns, or is terminated before 10 months of their Board of Education appointment date, the payment will not be made to the referring KTSEA member.
3. The referral of persons on or after the effective date of this Memorandum of Agreement for the position of Bus Driver RPT not previously employed as Bus Driver RPT by the District, not holding a New York State Commercial Driver's License with class "S" and class "P" endorsement, by any current member of KTSEA will result in a one-time payment of \$250 to the referring KTSEA member after 10 months of the referred bus driver's Board of Education appointment date. If at any point the referred bus driver is disciplined, resigns, or is terminated before 10 months of their Board of Education appointment date, the payment will not be made to the referring KTSEA member.
4. The District shall only accept referrals by complete submission of the "KTSEA Bus Driver RPT Referral Form" (attached hereto as "Exhibit A") to the District Transportation Department office staff, pay only one referral bonus per referral, and resolve any disputes in that regard after consultation with the KTSEA.
5. The payments set forth above constitute compensation subject to all required payroll taxes and withholdings.
6. This Memorandum of Agreement shall be effective upon full execution by the parties. The District and KTSEA agree to terminate this Memorandum of Agreement effective June 30, 2018.
7. This Memorandum of Agreement does not create or establish a past practice or precedent for any other matter and is made without precedent or prejudice to any rights of the KTSEA or the subject employees may have under the Taylor Law, the collective bargaining agreement or any applicable statutes, regulations or causes of action.
8. Except as set forth herein, the terms of this Memorandum of Agreement are governed pursuant to the CBA and any dispute as to the terms of this Agreement or compliance of the parties with its terms shall be resolved under the grievance procedure contained in the CBA.
9. This Memorandum of Agreement constitutes the full and complete agreement of the parties and may not be modified, altered or changed orally.

**WHEREFORE**, all the parties set forth below each voluntarily and knowingly execute this Memorandum of Agreement.

  
\_\_\_\_\_  
Stephen Bovino, Superintendent of Schools  
Date: 6-31-17

  
\_\_\_\_\_  
Michael Schuh, President KTSEA  
Date: 5/31/17

## EXHIBIT A

Transportation Department  
Kenmore – Town of Tonawanda UFSD  
1680 Military Rd  
Buffalo, NY 14217  
(716) 874-8611

## KTSEA Bus Driver RPT Referral Form

Please use this form to refer a new driver for hire in the Transportation Department. In order to receive your referral bonus, all required criteria must be met\*\*. Please send or deliver this form to the Transportation Department. It is recommended that you make a copy for your personal record.

### KTSEA Employee Information

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Date of Referral: \_\_\_\_\_ Position in District: \_\_\_\_\_

### Referral Information

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Does your referral hold a NYS CDL with class "S" and class "P" endorsement?

Yes: \_\_\_ No: \_\_\_ Unknown: \_\_\_

\*\*Referred driver must not have been previously employed as a Bus Driver RPT by Ken-Ton UFSD.

Referral bonus will be paid after 10 months of Board of Education appointment so long as the referred driver is not disciplined, resigns or is terminated.

If the referred driver holds a NYS CDL with class "S" and class "P" endorsement prior to appointment, the referral bonus will be \$500

If the referred driver does not hold a NYS CDL with class "S" and class "P" endorsement prior to appointment, the referral bonus will be \$250