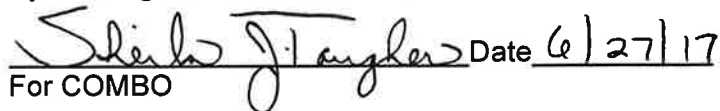


**Memorandum of Understanding  
Between the  
District Superintendent of the Onondaga-Cortland-Madison BOCES  
And the  
Cortland- Onondaga-Madison BOCES Organization**

The Onondaga-Cortland-Madison BOCES (hereinafter, "BOCES") and the Cortland-Onondaga-Madison BOCES Organization (hereinafter, the "Organization")(BOCES and the Organization shall be collectively referred to as the "Parties") have met to discuss the implementation of four (4) swing shift positions for the title of Senior Network Administrator (hereinafter, "Swing Shift Admin"). The Parties agree that these positions will be utilized as follows:

1. Each Swing Shift Admin:
  - a. shall be available for work in either 1<sup>st</sup> or 2<sup>nd</sup> shift and scheduled at the discretion of the CNYRIC management team in accordance with the times set forth in Article XVIII the Collective Bargaining Agreement between the District Superintendent Board of Cooperative Educational Services Sole Supervisory District Onondaga-Cortland and Madison Counties and the Cortland-Onondaga-Madison BOCES Organization effective July 1, 2015 through June 30, 2018 and executed by the Parties on October 6, 2015 (hereinafter, the "CBA");
  - b. shall work no more than 3 to 6 months in any calendar year in one particular shift unless an Exception applies, as defined below; and
  - c. shall be paid the differential per diem rate for 2<sup>nd</sup> shift work when working 2<sup>nd</sup> shift.
2. The Parties agree that it is necessary for BOCES to have, at a minimum, two (2) Swing Shift Admins assigned to 1<sup>st</sup> shift at all times and one (1) Swing Shift Admin assigned to 2<sup>nd</sup> shift at all times.
3. An Exception is defined as the unavailability of a Swing Shift Admin to be assigned to a shift due to absence, illness or any other factor outside the control of BOCES.
4. This Memorandum of Understanding shall not be:
  - a. precedent setting or referred to in any proceeding, action, grievance, lawsuit or the like except to enforce the terms of this Memorandum of Understanding; and
  - b. applicable to any other job titles of the Organization.
5. The Parties agree to meet by the end of 2017 calendar year to review the implementation of this agreement and to modify this memorandum of agreement upon the mutual agreement of the Parties.
6. This agreement is subject to the approval of both the District Superintendent.

By their signatures below, the parties hereby agree to the terms and conditions set forth above.

 Date 6/27/17  
For COMBO

\_\_\_\_\_ Date \_\_\_\_\_  
For the OCM BOCES