

Memorandum of Agreement
Between the
State of New York, the Office for People with Developmental Disabilities,
the Civil Service Employees Association,
the Public Employees Federation,
the New York State Correctional Officers and Police Benevolent Association
and Council 82

The parties hereby agree as follows:

1. The terms of this Memorandum of Agreement (MOA) will take effect at 11:00PM on March 31, 2022, and end, unless extended by mutual agreement of the parties, on 10:59 pm on June 30, 2022.
2. The only employees eligible to participate under the terms of this MOA are those serving in the titles/title series listed in Attachment A. The parties may discuss and agree to add additional titles where warranted.
3. Pursuant to this MOA, OPWDD establishes a temporary overtime (OT) rate for the duration of this MOA and applicable to the titles listed in Paragraph 2 above, at a rate of 2.5 times their regular rate of pay. The OT rate shall apply to all individuals serving in titles listed in Paragraph 2 above and shall not be reduced for the duration of this MOA. All other aspects of applicable collective bargaining agreements relating to overtime remain in effect. Nothing herein authorizes OPWDD to pay OT below the OT rate currently established in the applicable collective bargaining agreement.
4. The parties agree that OPWDD will track the following for the duration of the MOA:
 - a. Hours of applicable OT by title and rate during the period of the MOA
 - b. Incremental cost of increased OT wage rates during the period of the MOA; by title and cumulative
 - c. Number of positions vacated by applicable title during the period of the MOA
 - d. Incidences of Unscheduled Absence (e.g., call-outs) during the period of the MOA

All data should be available by pay period and, where relevant, OPWDD will produce comparable data from prior periods upon request.

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5. OPWDD administration and the local unions shall convene in labor-management, as soon as practicable, to discuss implementation of the terms of this agreement and notice of rate to employees. In addition, they will continue to meet as needed to discuss issues associated with the terms of this agreement.
6. OPWDD administration and the unions shall convene in labor-management, at mutually agreeable times, to discuss issues associated with the MOA and/or to share regular updates of the information that is being collected pursuant to Paragraph 4.
7. This MOA does not impact an employee's right to file a grievance pertaining to an alleged violation of a term of an applicable collective bargaining agreement. The MOA is not a waiver of any collective bargaining agreement or statutory rights regarding overtime.
8. This MOA shall apply to all OT earned and worked during shifts in the institutional payroll periods identified in Paragraph 1. For any shift beginning at or after 11:00 PM on June 30, 2022, the OT rate will revert to the rate normally applicable to any such eligible title that is part of the MOA. The parties are free to discuss an extension of the MOA but absent a written agreement to the contrary, the MOA will expire as outlined herein.
9. Any disputes over the interpretation or application of this MOA that cannot be resolved between a union and OPWDD shall immediately be brought to the attention of the President of the union representing an eligible title to which the MOA is applicable and the Director of GOER (or their respective designees) who will agree upon a resolution of the issue and communicate that to OPWDD for resolution.

Dated:

For CSEA: _____

For GOER: _____

For OPWDD: _____

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Dated: 3/23/22

For PEF: Adriana Greenberg

For GOER: M. Volz 3/29/22

For OPWDD: Aurora 3/28/22

ATTACHMENT A

| Title | Salary Grade | Union | Category |
|-----------------------|---------------------|--------------|-----------------|
| Occupl Therapy Ast 1 | 11 | PEF | Clinical |
| Rehab Assnt 1 | 11 | PEF | Clinical |
| Soc Work Assnt 1 | 12 | PEF | Clinical |
| Habilitatn Spec 1 | 14 | PEF | Clinical |
| Nurse 1 | 14 | PEF | Clinical |
| Occupl Therapy Ast 2 | 14 | PEF | Clinical |
| Physcl Ther Asnt 2 | 14 | PEF | Clinical |
| Recreation Ther | 14 | PEF | Clinical |
| Recreation Worker | 14 | PEF | Clinical |
| Rehab Assnt 2 | 14 | PEF | Clinical |
| Soc Work Assnt 2 | 14 | PEF | Clinical |
| Soc Work Assnt 2 SL | 14 | PEF | Clinical |
| Dietitian 1 | 16 | PEF | Clinical |
| Nurse 2 | 16 | PEF | Clinical |
| Psychology Assnt 3 | 16 | PEF | Clinical |
| Speech Lang Pathgst 1 | 16 | PEF | Clinical |
| Habilitatn Spec 2 | 17 | PEF | Clinical |
| Rehab Cnslr 1 | 17 | PEF | Clinical |
| Senr Recreation Ther | 17 | PEF | Clinical |
| Soc Work Assnt 3 | 17 | PEF | Clinical |
| Soc Work Assnt 3 SL | 17 | PEF | Clinical |
| Audiologist 2 | 18 | PEF | Clinical |
| Dietitian 2 | 18 | PEF | Clinical |
| Lic Mstr Soc Wrkr 1 | 18 | PEF | Clinical |
| Senr Occupl Ther | 18 | PEF | Clinical |
| Senr Physical Ther | 18 | PEF | Clinical |
| Soc Worker 1 | 18 | PEF | Clinical |
| Speech Lang Pathgst 2 | 18 | PEF | Clinical |

ATTACHMENT A

| | | | |
|---------------------------------|----|-----|----------|
| Rehab Cnstr 2 | 19 | PEF | Clinical |
| Head Occupl Therapist | 20 | PEF | Clinical |
| Head Physical Ther | 20 | PEF | Clinical |
| Head Recreation Ther | 20 | PEF | Clinical |
| Lic Mstr Soc W/kr 2 | 20 | PEF | Clinical |
| Speech Lan P A Pg C 1 | 20 | PEF | Clinical |
| Psychologist 1 | 21 | PEF | Clinical |
| Assoc Psychologist | 23 | PEF | Clinical |
| Psychologist 2 | 23 | PEF | Clinical |
| Speech Lan P A Pg C 2 | 23 | PEF | Clinical |
| Licensed Psychlgst | 25 | PEF | Clinical |
| Fire & Safety Rep | 18 | PEF | Safety |
| Disaster Preparedness Prg Rep 2 | 18 | PEF | Safety |