Memorandum of Agreement
Between the
State of New York, State University of New York,
the Civil Service Employees Association
and
the Public Employees Federation

The parties hereby agree as follows to a pilot program:

1. The terms of the memorandum of agreement (MOA) commence as of March 31, 2022 and end on June 30, 2022, unless extended by mutual agreement of the parties.

2. This Memorandum of Agreement (MOA) shall only apply to the following SUNY providers:
   a. Upstate University Hospital
   b. Stony Brook University Hospital
   c. University Hospital of Brooklyn
   d. Long Island State Veterans Home

3. This MOA shall only be applicable if a SUNY provider listed in paragraph 2 opts into the program (at a SUNY provider's sole discretion).

4. The only titles eligible for this pilot are as follows:
   a. T&R Center Nurse 1
   b. T&R Center Nurse 2
   c. T&R Center Nurse 3
   d. T&R Center Specialty Nurse
   e. Emrgcy Med Tech Prmd
   f. Emrgcy Med Tech
   g. Nurse 1
   h. Nurse 2
   i. Nurse 3 Geriatric
   j. T&R Center Licensed Practical Nurse
   k. Nursing Assistant 1& 2
   l. Nursing Station Clerks
   m. Medical Assistant
   n. Hospital Attendant 1
   o. LPNs
   p. TH Sterile Supply Tech 1 &2
   q. TH Surgical Techs 1&2
   r. Hospital Patient Services Clerk 1 & 2
   s. Cleaner
   t. Nursing Assistant (Certified)
   u. Supervising LPN
   v. Housekeeper
   w. Therapy Aide (Physical)
   x. Janitor
   y. Supervising Janitor
   z. Phlebotomist
   aa. Supply Assistant

bb. Pharmacy Aide
cc. Electrocardiograph Technician
dd. Mental Health Therapy Aide
ee. Senior Operating Room Technician

The parties may discuss and agree to add additional titles where warranted.

5. Each SUNY provider that opts into the pilot will establish a temporary overtime rate for the duration of this MOA and applicable to the titles listed in paragraph 4 above, up to a rate of 2.5 times their regular rate of pay. Such rate shall be subject to the approval of SUNY System Administration, who shall make a final determination and ensure that the steps necessary to implement the decision are taken. Once established, the overtime rate shall apply to all individuals who are in titles listed in paragraph 4 above and shall not be reduced for the duration of this MOA. Nothing herein authorizes a SUNY provider to go below the overtime rate currently established in the applicable collective bargaining agreement.

6. The parties agree that during this pilot that all providers who opt into the pilot must track the following for the duration of the pilot and transmit this information to SUNY System Administration. All data should be available by day, week, or month and, where relevant, providers must be able to produce comparable data from prior periods upon request. The data to be tracked is
   a. Hours of applicable OT by title and rate during the pilot period
   b. Incremental cost of increased OT wage rates during the pilot period; by title and cumulative
   c. Cost avoidance associated with the use of contract staff (if applicable)
   d. Number of positions vacated by applicable title during the pilot period
   e. Number of call outs by applicable title during the pilot period
   f. Reduction in the number of occurrences of mandated overtime

7. SUNY providers and the local unions shall convene in labor-management, as soon as practicable, to discuss implementation of the pilot, applicable overtime rate, and notice of rate to employees. In addition, they will continue to meet, as needed, to discuss issues associated with the pilot.

8. SUNY System Administration and the unions shall convene in labor-management, at mutually agreeable times, to discuss issues associated with the pilot and/or to share regular updates of the information that is being collected pursuant to paragraph 6.

9. This pilot 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 pilot MOA is not a waiver of any collective bargaining agreement or statutory rights regarding overtime.

10. This pilot shall apply to all overtime earned and worked during the period March 31, 2022 through June 30, 2022. The pilot shall not be applicable to overtime earned and worked on July 1, 2022 forward at which time the overtime rate will revert to the rate normally applicable to any such eligible title that is part of the pilot. The parties are free to discuss an extension of the pilot but absent a written agreement to the contrary, the pilot will expire as outlined herein.

11. Any disputes over the interpretation or application of this MOA that cannot be resolved between a union and SUNY System Administration 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 SUNY System Administration for resolution.

DATED: March 30, 2022

For CSEA: Rob Scholz

Rob Scholz
Deputy Director of State Operations

For PEF:

Debra Greenberg
Director, Contract Administration

For SUNY:

Liesl K. Zwicklbauer
Associate Vice Chancellor and Chief Counsel
For Employee Relations

For GOER:

Michael Volforte
Director