

Amendment to Memorandum of Agreement
Between the
New York State Department of Health,
the Civil Service Employees Association,
the Public Employees Federation, AFL-CIO, Professional, Scientific and Technical
Services Unit
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 the beginning of Institutional Payroll Period 19 FY 21-22 (11:00PM on December 1, 2021), and end, unless extended by mutual agreement of the Parties, seven days into Institutional Payroll Period 11 FY 22-23 (10:59 pm on August 31, 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, the New York State Department of Health (DOH) 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 DOH to pay OT below the OT rate currently established in the applicable collective bargaining agreement.
4. The Parties agree that DOH 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, DOH will produce comparable data from prior periods upon request.

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5. DOH 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. DOH 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 August 31, 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 DOH 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 OER (or their respective designees) who will agree upon a resolution of the issue and communicate that to DOH for resolution.

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Dated: July 5, 2022

For PEF: Edward J. Fluch

For OER: M. V. V. B.

For DOH: Diane Christensen

Date: 7/5/22

Date: 7/11/22

Date: 7/11/2022

ATTACHMENT A (PEF) (7/1/22)

Title Code	Title	Salary Grade	Union	Category
7310300	Adaptive Equpmnt Spec	14	PEF	Clinical
7310300	Adaptive Equpmnt Spec	NS	PEF	Clinical
5931220	Audiologist 2	NS	PEF	Clinical
3004701	Chf Housekeeper 1	18	PEF	Clinical
5902200	Consult Occupl Ther	20	PEF	Clinical
3101200	Dietitian 2	18	PEF	Clinical
3101200	Dietitian 2	NS	PEF	Clinical
5901600	Head Occupl Therapist	20	PEF	Clinical
5700600	Head Physical Ther	20	PEF	Clinical
5903600	Head Recreation Ther	20	PEF	Clinical
5549100	Infectn Control Nrs	19	PEF	Clinical
5549100	Infectn Control Nrs	NS	PEF	Clinical
8156100	Lic Mstr Soc Wrkr 1	18	PEF	Clinical
8156100	Lic Mstr Soc Wrkr 1	NS	PEF	Clinical
8156200	Lic Mstr Soc Wrkr 2	20	PEF	Clinical
5565300	Licensed Resp Ther 3	20	PEF	Clinical
8108202	Medical Soc Wkr A	NS	PEF	Clinical
8108203	Medical Soc Wkr B	18	PEF	Clinical
6221100	Medical Technlgst 1	14	PEF	Clinical
6221100	Medical Technlgst 1	NS	PEF	Clinical
6221200	Medical Technlgst 2	18	PEF	Clinical
5500510	Nurse 1	14	PEF	Clinical
5500510	Nurse 1	NS	PEF	Clinical
5500520	Nurse 2	16	PEF	Clinical
5500520	Nurse 2	NS	PEF	Clinical
5500550	Nurse 2 Rehab	16	PEF	Clinical
5500550	Nurse 2 Rehab	NS	PEF	Clinical
5500533	Nurse 3 Gertrc	20	PEF	Clinical
5500533	Nurse 3 Gertrc	NS	PEF	Clinical
5500536	Nurse 3 Rehab	20	PEF	Clinical
5510701	Nurse Admr 1	20	PEF	Clinical
5510701	Nurse Admr 1	NS	PEF	Clinical
5510730	Nurse Admr 1 Rehab	20	PEF	Clinical
5510770	Nurse Admr 2 Rehab	21	PEF	Clinical
5510770	Nurse Admr 2 Rehab	NS	PEF	Clinical
3101500	Nutrition Svcs Admr 1	20	PEF	Clinical
5901200	Occupl Therapist	16	PEF	Clinical
5900202	Occupl Therpy Ast 2	14	PEF	Clinical
5900202	Occupl Therpy Ast 2	NS	PEF	Clinical
5702302	Physcl Ther Asnt 2	14	PEF	Clinical
5702302	Physcl Ther Asnt 2	NS	PEF	Clinical
6186300	Post Doctoral Fellow	NS	PEF	Clinical
5903200	Recreation Ther	14	PEF	Clinical
5903200	Recreation Ther	NS	PEF	Clinical
2265200	Rehab Hosp Cmty Rel S	20	PEF	Clinical

2265200	Rehab Hosp Cmty Rel S	NS	PEF	Clinical
1471520	Rehab Hosp Ed&S Dev Spec Nrsg	21	PEF	Clinical
8341510	Rehab Techngst 1	20	PEF	Clinical
8341510	Rehab Techngst 1	NS	PEF	Clinical
8341520	Rehab Techngst 2	22	PEF	Clinical
5901300	Senr Occupl Ther	18	PEF	Clinical
5901300	Senr Occupl Ther	NS	PEF	Clinical
5700300	Senr Phys Ther	NS	PEF	Clinical
5700300	Senr Physical Ther	18	PEF	Clinical
5903300	Senr Recreation Ther	17	PEF	Clinical
8159120	Soc Work Assnt 2	14	PEF	Clinical
8159130	Soc Work Assnt 3	17	PEF	Clinical
8159210	Soc Worker 1	NS	PEF	Clinical
5932510	Speech Lan P A Pg C 1	20	PEF	Clinical
5932320	Speech Lang Pathgst 2	18	PEF	Clinical
5932320	Speech Lang Pathgst 2	NS	PEF	Clinical
8108500	Supvg Med Soc Worker	22	PEF	Clinical
8108500	Supvg Med Soc Worker	NS	PEF	Clinical
7100001	Plant Supt C	21	PEF	Maintenance
7101500	Maintce Supvr 2	17	PEF	Maintenance
7150300	Maintce Supvr 3	19	PEF	Maintenance