

Memorandum of Agreement
Between the
State of New York, the Department of Corrections and Community
Supervision, the Civil Service Employees Association, and
the Public Employees Federation

The parties hereby agree as follows:

1. The terms of this Memorandum of Agreement (MOA) will continue the understanding that is currently in place and due to expire at 10:59 PM on November 30, 2022. This new MOA will end, unless extended by mutual agreement of the parties, on December 31, 2022, at 10:59 PM. There will be no break between the conclusion of the prior 2.5 MOA which expires at 10:59 PM on November 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.
3. Pursuant to this MOA, DOCCS establishes a temporary overtime (OT) rate for the duration of this MOA and applicable to the titles referenced 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 referenced 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 DOCCS to pay OT below the OT rate currently established in the applicable collective bargaining agreement.
4. The parties agree that DOCCS 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

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

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8. This MOA shall apply to all OT earned and worked during shifts in the Institutional and Administrative Payroll Periods identified in Paragraph 1. For any shift beginning at or after 11:00 PM on December 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 DOCCS 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 DOCCS for resolution.

Dated. November 17, 2022

For PEF: Debra Greenberg 11/21/22

For CSEA: Carroll

For OER: M. V. G. 11/22/22

For DOCCS: [Signature]

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ATTACHMENT A

Title*	Salary Grade	Union
Infection Control Nurse	19	PEF
Nurse 1	14	PEF
Nurse 2	16	PEF
Nurse 3	20	PEF
Nurse Administrator 1	20	PEF
Senior Utilization Review Nurse	19	PEF
Licensed Practical Nurse	10	CSEA(04)
Nursing Assistant 2	8	CSEA(04)
*Any staff in the above referenced titles working extra service would also be eligible.		