

Memorandum of Agreement
Between the
State of New York, the Office of Addiction Services and Supports,
the Civil Service Employees Association, and
the Public Employees Federation

The parties hereby agree as follows:

1. The terms of the memorandum of agreement (MOA) are being implemented to address COVID related staffing concerns. This agreement extends a MOA which was in effect 11:00 PM on March 9, 2022, through 10:59 PM on November 30, 2022, to 10:59 PM on December 31, 2022. There will be no break between the conclusion of the MOA which expired at 10:59 PM on November 30, 2022, and this MOA. This MOA will end after 10:59 PM on December 31, 2022, unless extended by mutual agreement.
2. This Memorandum of Agreement (MOA) shall be limited to employees in eligible titles, as outlined in the attached.
3. The only employees eligible to participate under the terms of this MOA are those serving in the following titles/title series:
 - a. Direct Care Titles (e.g., Addiction Counselor 1, Addictions Counselor 2, Addictions Counselor 3, Addiction Counselor Assistant, etc.)
 - b. Licensed Practical Nurses
 - c. Registered Nursing Titles (e.g., Nurse 1, Nurse 2 Psychiatric, Nurse 3 Psychiatric, Nurse Administrator 1 Psychiatric, Nurse Administrator 2 Psychiatric, etc.)
 - d. Food Service Worker and Cook Titles
 - e. Environmental Services Titles (e.g., Cleaner, Housekeeper, Supervising Housekeeper, etc.)
 - f. Licensed Master Social Workers – (Licensed Master Social Worker 1, Licensed Master Social Worker 2, License Master Social Worker 2-Spanish Language)

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

4. Pursuant to this MOA, OASAS establishes a temporary overtime (OT) rate for the duration of this MOA and applicable to the titles listed in Item #3 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 Item #3 above and shall not be reduced for the duration of this MOA. Nothing herein authorizes OASAS to pay OT below the OT rate currently established in the applicable collective bargaining agreement.
5. The parties agree that OASAS will track the following for the titles noted in Item #3 above 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, OASAS will produce comparable data from prior periods upon request.

6. OASAS and the unions shall convene in labor-management, if requested by the unions, to discuss implementation of the terms of this agreement and notice of rate to employees. In addition, at union request they will continue to meet as needed to discuss issues associated with the terms of this agreement and/or to share regular updates of the information that is being collected pursuant to Item #5.

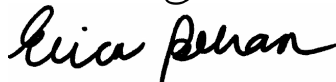
7. This MOA does not impact an employee's right to file a grievance pertaining to an alleged violation of a term of an applicable collective bargaining agreement. The MOA is not a waiver of any collective bargaining agreement or statutory rights regarding overtime.
8. This MOA shall apply to all OT earned and worked during shifts commencing on or after 11:00 PM on March 9, 2022 and ending 10:59 PM on December 31, 2022. 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 OASAS 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 OASAS for resolution.

DATED: 11/30/2022

For CSEA: 

For PEF: 

For OER: 

For OASAS: 

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Titles covered by Memorandum of Agreement

Title	Title Code
Addictions Counselor 1	8339100
Addictions Counselor 1 Manual Communications	8339120
Addictions Counselor 1 Spanish Language	8339110
Addictions Counselor 2	8339200
Addictions Counselor 2 Spanish Language	8339220
Addictions Counselor 3	8339300
Addictions Counselor Assistant	8339020
Addictions Counselor Assistant Spanish Language	8339021
Cleaner	3014000
Cook	3102300
Food Service Worker 1	3124200
Food Service Worker 2	3124300
Housekeeper	3004000
Licensed Master Social Worker 1	8156100
Licensed Master Social Worker 2	8156200
Licensed Master Social Worker 2 Spanish Language	8156210
Licensed Practical Nurse	5500200
Nurse 1	5500510
Nurse 2 Psychiatric	5500540
Nurse 3 Psychiatric	5500530
Nurse Administrator 1 Psychiatric	5510750
Nurse Administrator 2 Psychiatric	5510775
Supervising Housekeeper	3004500