

**Memorandum of Agreement**  
**Between the**  
**State of New York, the Office of Mental Health,**  
**the Civil Service Employees Association, the Public Employees Federation, Council 82 AFSCME AFL-**  
**CIO, and the New York State Correctional Officers and Police Benevolent Association**

The parties hereby agree as follows:

1. The terms of the memorandum of agreement (MOA) commence subsequent to the implementation and enforcement (compliance-related suspensions) associated with the Office of Mental Health's Emergency Regulation 14 NYCRR 557 titled "COVID-19 Vaccination Program. If implementation moves forward as scheduled, this agreement will take effect at the beginning of Institutional Payroll Period 17 (11:00 PM on November 3, 2021) and end, unless extended by mutual agreement of the parties, through and including March 31, 2022.
2. This Memorandum of Agreement (MOA) shall be limited to employees in eligible titles, as outlined in Item #3, in work settings included in the Office of Mental Health's Emergency Regulation 14 NYCRR 557 titled "COVID-19 Vaccination Program."
3. The only employees eligible to participate under the terms of this MOA are those serving in the following titles:
  - a. Mental Health Therapy Aide
  - b. Mental Hygiene Therapy Assistant 1
  - c. Mental Hygiene Therapy Assistant 2
  - d. Residential Program Assistant 1
  - e. Residential Program Assistant 2
  - f. Secure Care Treatment Aide 1
  - g. Secure Care Treatment Aide 2
  - h. Security Hospital Treatment Assistant
  - i. Security Hospital Senior Treatment Assistant
  - j. Licensed Practical Nurse
  - k. Senior Licensed Practical Nurse 1
  - l. Senior Licensed Practical Nurse 2
  - m. Nurse 1
  - n. Nurse 2
  - o. Nurse 2 (Psychiatric)
  - p. Nurse 3 (Psychiatric)
  - q. Community Mental Health Nurse
  - r. Infection Control Nurse
  - s. Nurse Administrator 1 (Psychiatric)
  - t. Nurse Administrator 2 (Psychiatric)
  - u. Food Service Worker 1
  - v. Food Service Worker 2
  - w. Food Service Worker 3
  - x. Cook
  - y. Head Cook
  - z. Cleaner
  - aa. Janitor
  - bb. Housekeeper
  - cc. Supervising Housekeeper
  - dd. Safety and Security Officer Trainee
  - ee. Safety and Security Officer 1
  - ff. Safety and Security Officer 2

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- gg. Head Housekeeper
- hh. Chief Safety and Security Officer
- ii. Security Hospital Supervising Treatment Assistant

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

4. Pursuant to this MOA, OMH 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. All other aspects of applicable collective bargaining agreements relating to overtime remain in effect. Nothing herein authorizes OMH to pay OT below the OT rate currently established in the applicable collective bargaining agreement.
5. The parties agree that OMH 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, OMH will produce comparable data from prior periods upon request.

6. OMH facilities 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.
7. OMH 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 Item #5.
8. 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.
9. This MOA shall apply to all OT earned and worked during shifts in the five institutional payroll periods following implementation/enforcement of the mandate (currently scheduled to begin on or after 11:00 PM on November 3, 2021 and before 10:59 PM on March 31, 2022. For any shift beginning at or after 11:00 PM on March 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.
10. Nothing herein shall be deemed as the union('s) consent to the above-referenced vaccine mandate or a waiver to challenge the mandate.
11. Any disputes over the interpretation or application of this MOA that cannot be resolved between a union and OMH shall immediately be brought to the attention of the President of the union representing an

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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 OMH for resolution.

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DATED: January 10, 2022

For CSEA: \_\_\_\_\_

For GOER: \_\_\_\_\_

For OMH: \_\_\_\_\_

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DATED: January 10, 2022

For PEF: \_\_\_\_\_

For GOER: \_\_\_\_\_

For OMH: \_\_\_\_\_

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For NYSCOPBA: \_\_\_\_\_

For GOER: \_\_\_\_\_

For OMH: \_\_\_\_\_

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DATED: January 10, 2022

For Council 82: \_\_\_\_\_

For GOER: \_\_\_\_\_

For OMH: \_\_\_\_\_